



Catherine B. Templeton, Director

Promoting and protecting the health of the public and the environment

October 8, 2013

CERTIFIED MAIL #91 7108 2133 3938 7369 6801
Return Receipt Requested

Mr. Barry Brown, Environmental Safety & Regulatory Manager
Wikoff Color Corporation of S.C.
1886 Merritt Road
Fort Mill, SC 29715

Re: Responsible Party Voluntary Cleanup Contract #13-5870-RP
Wikoff Color Corporation Site, York County

Dear Mr. Brown:

It has been a pleasure working with you on behalf of Wikoff Color Corporation of S.C. (Wikoff) regarding Voluntary Cleanup Contract number 13-5870-RP (VCC) executed by the South Carolina Department of Health and Environmental Control (Department) on October 8, 2013. Attached is a Certified as True & Correct Copy of the VCC for your records. Wikoff's first requirements pursuant to the VCC are due by **November 8, 2013**, pursuant to the below specified paragraphs:

- Paragraph 3. Wikoff shall submit a Work Plan.
- Paragraph 9. Wikoff shall submit a certified or cashier's check made payment to the South Carolina Department of Health and Environmental Control to reimburse the Department's Past Costs through March 31, 2013, in the amount of \$7,892.01 and submit payment to the attention of:

John K. Cresswell
South Carolina Department of Health & Environmental Control
2600 Bull Street
Columbia, SC 29201

Paragraph 7 of the VCC identifies the project manager for this matter as Lori Landmeyer. Please consider this notification that Tim Hornosky replaces Ms. Landmeyer as the project manager for the Site. I have provided his contact information below:

Tim Hornosky, P.G.
State Remediation Section
SCDHEC-LWM-SARR
2600 Bull Street
Columbia, SC 29201
Telephone: 803-898-0733
Email: hornostr@dhec.sc.gov

Thank you for your patience and cooperation in this matter. The Department looks forward to working with Wikoff to address this Site under the South Carolina Voluntary Cleanup Program. Should you wish to further discuss the terms of the VCC, please contact Gary Stewart at 803-898-0778 or me at 803-898-0840.

Yours very truly,



Pat Vincent, Environmental Health Manager
Division of Site Assessment, Remediation & Revitalization
Bureau of Land and Waste Management

Enclosure

cc: Ken Taylor, LWM (w/enclos.—via email)
R. Gary Stewart, LWM (w/enclos.—via email)
Harry Mathis, EQC Regional Office (w/enclos.—via email)
Shawn Reed, LWM (w/enclos.—via email)
Karen Clymer, LWM (w/enclos.—via email)
Linda Jackson, LWM (w/enclos.—via email)
Carol Lock, LWM (w/enclos.—via email)
LWM Bureau File #413450

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Pat Vincent

**VOLUNTARY CLEANUP CONTRACT
13-5870-RP**

**IN THE MATTER OF
WIKOFF COLOR CORPORATION SITE, YORK COUNTY
and
WIKOFF COLOR CORPORATION OF S.C.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Wikoff Color Corporation of S.C., 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 Wikoff Color Corporation Site ("Site"). The Wikoff Color Corporation of S.C. property is located at 1886 Merritt Road in Fort Mill, South Carolina ("Property"). The Property is identified by The County of York as two parcels with Tax Map Series Numbers 733-00-00-006 (estimated 10-acre) and 733-00-00-008 (estimated 6.93-acre); 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. "Wikoff" shall mean Wikoff Color Corporation of S.C. also known as Wikoff Color Corporation. Wikoff is a South Carolina corporation with its principal place of business located at 1886 Merritt Road in Fort Mill, South Carolina 29715.
- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.

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- D. "Department" or "DHEC" 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 (i) through (vi) of Paragraph (D) of CERCLA § 101, 42 U.S.C. §§ 9601, 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.
- 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 Wikoff.
- 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. The "Site" shall mean the Property and all areas where a Contaminant has been released, deposited, stored, disposed of, or placed, or

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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. The Property was undeveloped upon purchase by Wikoff and consists of two parcels of real property:
 - i. In 1974, Tax Map Series Number 733-00-00-006, an estimated 10-acre parcel, was purchased by Wikoff Color Corporation of S.C. from Hill-Yarborough Construction Company, Inc. The facility buildings are housed on this parcel and were initially constructed in 1974.
 - ii. In March 1985, Tax Map Series Number 733-00-00-008, a 6.93-acre parcel, was purchased by Wikoff from Hill-Yarborough Construction Company, Inc. Wikoff uses this parcel for employee parking.
- B. Wikoff manufactures products utilized by the printing industry including inks, varnishes, and coatings.
- C. The Property's surrounding area includes multi-family residences and undeveloped land to the north, undeveloped land and single-family residences to the east, single-family residences (Foxwood Subdivision) to the south, and undeveloped land/multi-family residences to the west.

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- D. The Property includes offices, aboveground wastewater and chemical above ground storage tanks (ASTs), chemical mixing areas, a maintenance shop, and shipping/receiving areas. Underground storage tanks (USTs) were previously located adjacent to the north side of the Facility. Industrial process wastewater is stored in ASTs and is routinely transported off-site for disposal. Sanitary wastewater generated at the Site is discharged to a wastewater pond located south of the Foxwood Subdivision.
- E. In 1992 and 1993, environmental assessment activities were conducted at the Site in response to detections of tetrachloroethene (PCE) in potable water supply wells (Well #1 and Well #4) located south and southwest of the Wikoff facility. Nine shallow monitoring wells were installed during these investigations. Results of the assessment activities indicated the presence of PCE and trichloroethene (TCE) in soil and groundwater at the Site. PCE, TCE, and vinyl chloride were detected in off-site Well #1. Due to the use of Well #4 as a water supply for the Foxwood Subdivision, an air stripper was installed at the wellhead to treat the water.
- F. In August 1994, a bedrock fracture investigation was conducted at the Site. Results of the investigation indicated that groundwater is migrating from the shallow aquifer to the deeper bedrock aquifer, and groundwater flow is potentially enhanced by nearby active water supply wells.
- G. In 1996, results of a groundwater modeling study indicated that routine pumping of three water supply wells (Well #2, Well #3, and Well #4) could adequately capture impacted groundwater in the vicinity of the Site.
- H. In 1997, monitoring wells MW-10 and MW-11 were installed south and down gradient of the Property to further delineate groundwater impacts. Analytical results indicated the presence of PCE above the Maximum Contaminant Level (MCL).

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- I. In February 1998, a Corrective Action Plan (CAP) was submitted to the Department to address groundwater impacts at the Property. In-Situ Chemical Oxidation (ISCO) via hydrogen peroxide injection was proposed to remediate impacted groundwater.
- J. In December 1999 and January 2000, hydrogen peroxide injection were conducted in the vicinity of monitoring well MW-5 in accordance with Underground Injection Control (UIC) permit No. 469. In March 2002, hydrogen peroxide injection was conducted in the vicinity of monitoring well MW-10 in accordance with the UIC permit No. 469M. The results of post-injection groundwater monitoring indicated decreases in PCE concentrations in both areas.
- K. In 2006, an Expanded Source Assessment was conducted at the Site. Assessment activities included sampling of temporary monitoring wells and existing permanent monitoring wells, replacement of dry monitoring well MW-3, and installation of permanent monitoring well MW-12 inside the building. Two temporary wells and permanent well MW-12 were found to be dry.
- L. In November 2010, five soil gas samples were collected near the southern Property boundary, and three soil gas samples were collected on residential properties located south of the Property. PCE was detected above the Residential Indoor Air Regional Screening Level (RSL) in the five samples collected adjacent to the Property boundary and one sample collected approximately 100 ft south of the southern Property boundary.
- M. In December 2011, "Gore Sorbers" were utilized to collect four crawl space air samples and one indoor air sample from residences located adjacent to the Property along Swamp Fox Drive. Analytical results did not indicate the presence of PCE, TCE, or cis-1,2-dichloroethene above the Residential Indoor Air RSLs.
- N. Wikoff has developed investigative reports to determine the extent of soil and groundwater Contamination, to document remedial activities,

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and to evaluate the potential for vapor intrusion and a list of these reports are identified in Appendix B.

- O. On May 18, 2012, DHEC invited Wikoff to enter the Department's Voluntary Cleanup Program (VCP) in order to reach a CERCLA-quality cleanup at the Site and, on July 17, 2012, Wikoff voluntarily agreed to enter the VCP.
- P. With a fully-executed Contract, the Department will evaluate the reports identified in Appendix B above to insure there are no data gaps in Wikoff's previous investigation(s) and reports in order to obtain a CERCLA-quality investigation of the Site and verify the ongoing remedial response is adequately addressing the Site-wide Contamination.
- Q. Wikoff agrees to provide the necessary information and/or additional investigation if so requested by DHEC in order to obtain a CERCLA-quality response action.
- R. As of March 31, 2013, the Department has incurred an estimated Seven Thousand, Eight Hundred Ninety-two Dollars and One Cent (\$7,892.01) in Past Costs of response at the Site. DHEC is aware that additional costs have been incurred and that this figure is based on information available to the Department and reserves its right to amend, change and/or update the figure.

RESPONSE ACTIONS

3. Wikoff agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan to address the soil and groundwater Contamination for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from 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 Wikoff's contact person for matters relating to this Contract. Wikoff will notify the Department in writing of changes in the contractor or laboratory. The Department will

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review the Work Plan and will notify Wikoff in writing of any deficiencies in the Work Plan, and Wikoff will respond in writing within thirty (30) days to the Department's comments, unless an alternate response time is agreed to by the Department. 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 completeness 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 Wikoff, and Wikoff 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 Wikoff a letter indicating that revision of the report is necessary. Within thirty-(30)-days of receipt of such letter from the Department, Wikoff 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. Wikoff 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 for information purposes only to the Department. The Department expressly disclaims any liability that may result from

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implementation of the Health and Safety Plan by Wikoff.

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5. Wikoff 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 Wikoff pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a month thereafter (unless an alternate schedule is agreed to by the Department), Wikoff 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 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, or (C) nationally recognized overnight delivery service company or 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: Lori Landmeyer, Project Manager
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
Email: landmedc@dhec.sc.gov

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Barry Brown

Wikoff:

Barry Brown, Environmental Safety & Regulatory Manager
Wikoff Color Corporation of S.C.
1886 Merritt Road
Fort Mill, SC 29715
Email: Barry.Brown@wikoff.com

All final work plans and reports shall include three (3) 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. Wikoff will pay costs of response associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

COSTS OF RESPONSE

9. Wikoff 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 Seven Thousand, Eight Hundred Ninety-two Dollars and one cent (\$7,892.01) to reimburse estimated Past Costs of response incurred by the Department through March 31, 2013 ("Past Costs") relating to the Site. Wikoff'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 and 44-56-740, Wikoff shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract occurring after March 31, 2013. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work

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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:

Barry Brown, Environmental Safety & Regulatory Manager
Wikoff Color Corporation of S.C.
1886 Merritt Road
Fort Mill, SC 29715

All of Wikoff'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 Wikoff. Wikoff 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 Wikoff is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions.

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RESTRICTIVE COVENANT

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11. If hazardous substances in excess of residential standards exist at the Property after Wikoff have completed the actions required under this Contract, Wikoff 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 Wikoff and, if the Property is not owned by the Wikoff, the current owner of the Property, and witnessed, signed, and sealed by a notary public. Wikoff shall file this restrictive covenant with the York County Register of Mesne Conveyance or Deeds. 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 Wikoff or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Wikoff 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. The terms, conditions, obligations, and protections of this Contract apply to and inure to the benefit of Wikoff's signatories, parents, successors, assigns, and subsidiaries.

13. Upon execution of this Contract by the Department, Wikoff, 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

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execution of the Contract, and shall commence upon publication of the notice of the proposed Contract in the South Carolina State Register.

14. Subject to Paragraph 17, 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.

15. Subject to Paragraph 17, 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.

16. Subject to the provisions of Paragraph 17, 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 Wikoff for any matters not expressly included in this Contract.

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

Once the Department determines that Wikoff 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 issue Wikoff a Certificate of Completion that provides a covenant not to sue to Wikoff, 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 is contingent upon the Department's determination that the responsible party successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Wikoff its signatories,

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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.

18. Wikoff 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 Wikoff 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 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.

19. 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 Wikoff 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 Wikoff's or its parents, successors, assigns, and subsidiaries business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract; or
- G. Failure by Wikoff to obtain the applicable permits from the

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Department for any Response Actions or other ~~activities~~ undertaken payment
at the Property.

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

21. The parties to this Contract agree that this Contract governs Wikoff's liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and Wikoff with respect to this Contract. The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth in this Contract.

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

THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

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

DATE: 10/8/13


Reviewed by Office of General Counsel

DATE: 10/3/13

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WIKOFF COLOR CORPORATION OF S.C.

SIGNATURE *patiment*

M. B. Rorie
Signature

DATE: 7/11/13

M. B. Rorie VP-finance
Printed Name and Title

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APPENDIX A

Legal Description of the Property

County of York

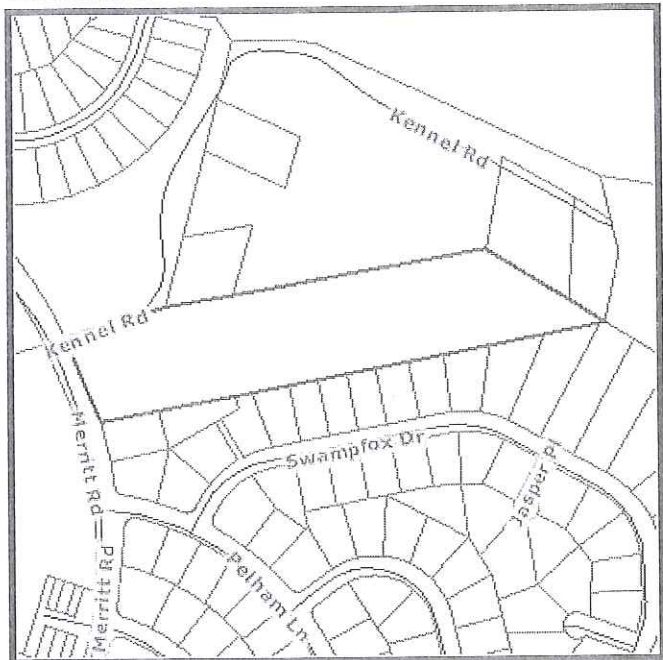
Parcel Tax Map Serial Number 733-00-00-006

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SIGNATURE Pat Vincent

Property Report for Parcel Number:
7330000006

Inquiry Date: 7/26/2012



Owner

Owner Name: WIKOFF COLOR CORPORATION OF S C
Address: 410 S GARDNER AVE
City/State: CHARLOTTE N C 2
Zip Code: 28208

Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, York County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Property

Parcel Number: 7330000006
Total Lots: 0
Total Acres: 0
Deed Book: 480
Deed Book Page: 200
Platt Book: 45
Platt Book Page: 212
School District: 4
Municipality:
Fire Code: FH-I
Property Location: E HWY 674 SCTC

Land Value: \$0
AG Use:
AG Use Value:
Previous Grantor:
Tax Bill Information:
Zoning:
Sale Price: \$0
Sale Date: 0/0/0
Census Tract:
Voter District:

Building/Structure

Prop. Classification:
Heating Type:
Living Area(Sq. Ft.):
Basement: NO
Bathrooms:
Total Imp. Value:

Number of Stories:
Year Built:
Garage Area: NO
Fireplace:
Bldg. Value: \$0

Assessment

Total Assessed Value: \$0
Total Tax Value: \$0

Total Market Value*: \$0

* - This property may have been re-valued due to an Assessable Transfer of Interest

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133-00-00-006

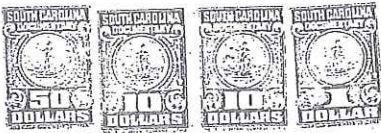
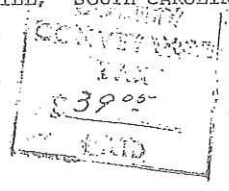
Deed BK 480

SIGNATURE Robert C. Hill

200

The State of South Carolina,
COUNTY OF YORK

Form No. 116—Title to Real Estate by a Corporation
Revised 1939
FILED & RECORDED
BOOK 437-16
MACK & MACK, ATTORNEYS AT LAW
FORT MILL, SOUTH CAROLINA
MAR 11 12 42 PM '77
THAD L. CARROLL
C. C. P. & G. S.
YORK COUNTY, S. C.



KNOW ALL MEN BY THESE PRESENTS, That

HILL-YARBOROUGH CONSTRUCTION COMPANY, INCORPORATED,

in the State aforesaid, for and in consideration of the sum of THIRTY-FIVE THOUSAND TWO HUNDRED THIRTY AND 62/100 (\$35,230.62) DOLLARS and assumption of mortgage held by South Carolina National Bank recorded in R.E.M. Book 418, page 484, Dollars to it in hand paid at and before the sealing of these presents, by WIKOFF COLOR CORP. OF S. C.

in the State aforesaid, (the receipt whereof is hereby acknowledged)

has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the said Wikoff Color Corp. of S.C., its successors or assigns, the following described property, to-wit:

ALL that certain piece, parcel or tract of land lying, being and situate in Fort Mill Township, York County, South Carolina, on the eastern side of S. C. Highway #46-674, and being more particularly described as follows:

BEGINNING at a point in the center of S. C. Highway #46-674, and running thence with center line of said highway N 13 32 W 25.5 feet, N 17 42 W 100.0 feet, N 20 37 W 149.5 feet to another point in center of said highway; thence N 74 59 E 342.8 feet to a concrete monument; thence N 82 03 E 994.7 feet to a nail and stone in branch; thence S 56 09 E 430.0 feet to an iron; thence S 81 08 W 1603.5 feet to a point in the center of S. C. Highway #46-674, the point of beginning. Containing 10.0 acres, more or less, and being more specifically shown on plat dated August 16, 1972, prepared by Fred J. Hager, R.L.S., and recorded in the office of the Clerk of Court for York County, S. C., in Plat Book 45, at page 212.

This being portion of property conveyed to Grantor herein by Robert C. Hill and Fred C. Wikoff, Jr. in deed recorded April 24, 1972, in Deed Book 437, at page 466, office of the Clerk of Court for York County, S.C.

The within described property is conveyed subject to existing easements and restrictions, if any, appearing in the chain of title, which said restrictions, if any, are not intended to be reimposed hereby.

230

THIS IS CERTIFIED AS A TRUE AND CORRECT COPY

SIGNATURE Pat Vincent

201

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Wikoff Color Corp. of S.C., its successors ~~and Assigns~~ and Assigns forever.

And the said Hill-Yarborough Construction Company, Incorporated does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said Wikoff Color Corp. of S.C., its successors ~~and Assigns~~ and Assigns, against itself and its successors and against every person whosoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF HILL-YARBOROUGH CONSTRUCTION COMPANY, INCORPORATED (Insert name of Corporation) has caused these presents to be executed in its name by Robert C. Hill (Insert name of President or Vice-President) its President, and by Kenneth R. Yarborough (Insert name of Secretary or Treasurer) its Secretary and its corporate seal to be hereto affixed this day of Seventy-four, and in the one hundred and Ninety-eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of

HILL-YARBOROUGH CONSTRUCTION COMPANY, INCORPORATED (Seal)

Witness: Marcella W. Payne
Witness: Michael P. [Signature]

By: Robert C. Hill President
Kenneth R. Yarborough Secretary

201

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE Pat Vincent

200

The State of South Carolina,

COUNTY OF YORK

PERSONALLY appeared before me Michael C. Hill (Insert name of Witness)

who, in oath, says that he saw the within-named Hill-Yarborough Construction Company, Incorporated (Insert name of Corporation)

by Robert C. Hill (Insert name of President or Vice-President) its

President and Kenneth R. Yarborough (Insert name of Secretary or Treasurer) its Secretary

sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Marcelle W. Bayne (Insert name of other Witness) witnessed the

execution thereof.

Michael C. Hill

(Witness)

SWORN to, before me, this eighth day of March, A. D. 19 74

Marcelle W. Bayne (Seal)
Notary Public, S. C.
My Commission Expires October 13, 1979



THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

Legal Description of the Property SIGNATURE Pat Vincent

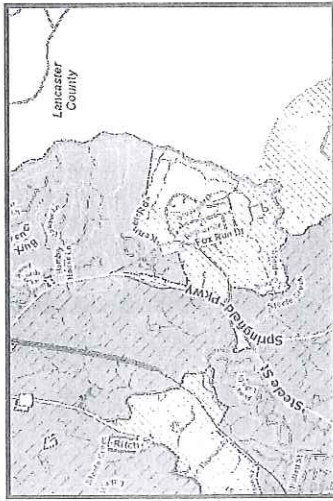
County of York

Parcel Tax Map Serial Number 733-00-00-008

York County Government, SC Assessor's Office Property Report

Parcel Number: 7330000008

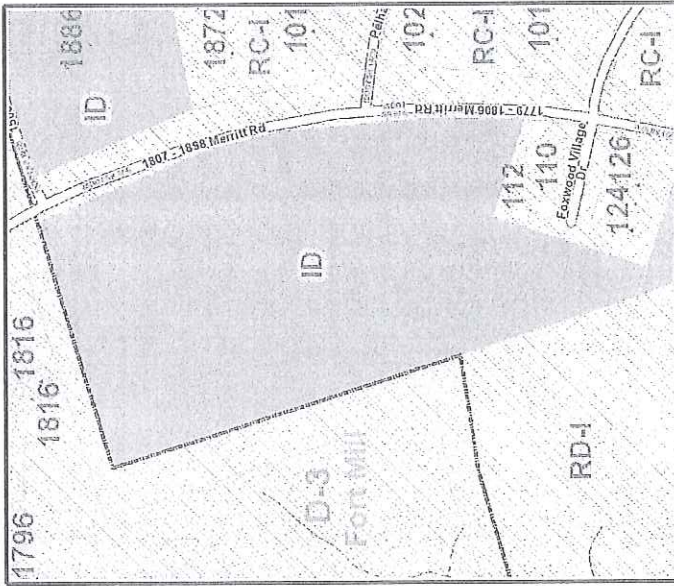
Lot #:



Parcel location within York County

County Zoning		Special Development Issues	
AGC	RD-II	Unapproved Plats	Airport Overlay District
AGC-I	RUD	Variance	Scenic Overlay
BD-I	RUD-I	Rezoning	
BD-II	TND	Public Service Use	
BD-III	UD	Special Exception	
ID			

Zoning Overlay Buffer	
Lake Wylie Catawba River Buffer	
Transportation Corridor Preservation Overlay	



Taxlot in the center

Property Information

Parcel Number:	7330000008	Land Value:	\$180,000
Total Lots:	0	Sales Price:	\$53,000
Total Acres:	6	Sales Date:	3 / 7 / 1985
Deed Book/Page:	807 / 132	School District:	4
Plat Book/Page:	/	Municipality:	
Owner(s):	WIKOFF COLOR CORP OF S C		
Mailing Address:	DRAWER W, FORT MILL S.C., 29715		
Previous Grantor:			
Property Location:	1 ACRE SCTC TAXED WITH 733-6		

Assessment

Total Assessed Value:	\$10,350	Total Market Value:	\$180,000
Total Tax Value:	\$172,500	Building Value:	\$0

Buildings Without Land

Site Address(es)

Tax ID	Owner	Mailing Address	Site Address	Type	Unit	Census Tract	County Council	School District	Water District	Electric District	Fire District	County Zoning	Road Owner

THIS IS CERTIFIED AS A TRUE AND CORRECT COPY
SIGNATURE patiment

Deed Book 807/132
7330000008

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AND CORRECT COPY

SIGNATURE Pat Vincent

FORM NO. 310 -- TITLE TO REAL ESTATE BY A CORPORATION
REVISED 1939
COLUMBIA OFFICE SUPPLY CO., COLUMBIA, S. C.

The State of South Carolina
COUNTY OF YORK
MACK, MACK & GRANT, ATTORNEYS

M.H. CAMPBELL, JR.
C.C.C.F. S.C.S.
YORK COUNTY, S.C.
NO TITLE SEARCH

FILED-RECEIVED
BOOK 807 DE 132
MAR 7 3 34 PM '85
RECORDED
YORK COUNTY
TAX ASSESSOR'S OFFICE
DATE 3-8-85
TAX MAP NO.
INITIALS RUC/CKK

KNOW ALL MEN BY THESE PRESENTS, That

Hill-Yarborough Construction Company, Incorporated

in the State aforesaid, for and in consideration of the sum of
Fifty-Three Thousand and no/100 (\$53,000.00) Dollars
to it in hand paid at and before the sealing of these presents, by Wikoff Color Corp. of S. C.
in the State aforesaid, (the receipt whereof is hereby acknowledged)

has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the said
Wikoff Color Corp. of S. C., its successors and assigns, the following
described property, to wit:

All that certain piece, parcel or tract of land lying, being and situate
in Fort Mill Township, York County, South Carolina on the eastern
side of South Carolina Highway No. 46-674 and being more particularly
described as follows: BEGINNING at a point at an old nail in the center
of S. C. Highway No. 46-674 and running thence N 70-44-16 W, 256.19
feet to a new iron; thence N 16-51-06 W, 308.24 feet to an old iron
(axle); thence N 16-36-28 W 551.28 feet to an old concrete marker;
thence N 74-49-44 E 440.73 feet to a nail in the centerline of S. C.
Highway No. 46-674; thence with the centerline of South Carolina High-
way No. 46-674, S 22-20-59 E 99.98 feet, S 18-24-17 E 100 feet, S 15-
41-26 E 100.01 feet, S 11-24-38 E 100.04 feet, S 06-51-55 E 99.96 feet,
S 02-22-55 E 100.05 feet, S 01-38-03 W 100.01 feet, S 05-49-01 W 100.07
feet, S 09-54-49 W 100.0 feet, S 13-34-36 W 99.99 feet, and S 18-12-54
W 49.48 feet to an old nail in the center of said Highway.

SAVING AND EXCEPTING THEREFROM A tract of land containing approximately
0.94 acre, more or less, and known as the Foxwood Village Tract, Phase
1, prepared by Bradford M. Hucks & Son, R.L.S., dated October 26, 1982,
recorded in Plat Book 68 at Page 39 in the Office of the Clerk of Court
for York County, South Carolina. Containing 6.93 acres, more or less,
after having deducted the Foxwood Village Tract from the within des-
cribed premises and after having deducted the road right of way from
said described tract.

The premises herein conveyed being the identical premises as shown on
Plat of Hill-Yarborough Construction Company, prepared by Bradford M.
Hucks & Son, R.L.S., dated September 14, 1981 and recorded in the Of-
fice of the Clerk of Court for York County in Plat Book _____ at
Page _____

DERIVATION: Being a portion of the property conveyed by Robert C. Hill
and Fred C. Wikoff to Hill-Yarborough Construction Company, Incorporated
by deed recorded in Deed Book 437 at Page 466.
The within described property is conveyed subject to existing easements
and to restrictions, if any, appearing in the chain of title, which said
restrictions, if any, are not intended to be reimposed hereby.

STATE OF SOUTH CAROLINA
1985

COUNTY
CONVEYANCE
TAX
\$58.20
PAID

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE pat Vincent

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining,

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Wikoff Color Corp. of S. C., its successors and Assigns forever.

Grantees Address:
Drawer W
Fort Mill, S.C. 29715

And the said Hill-Yarborough Construction Company, Incorporated
and its successors, to warrant and forever defend all and singular the said premises unto the said Wikoff Color Corp. of S. C., its successors and Assigns, against itself and its successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF Hill-Yarborough Construction Company, Incorporated
these presents to be executed in its name by Robert C. Hill its
President, and by Kenneth R. Yarborough its Secretary
and its corporate seal to be hereto affixed this 22nd day of February
in the year of our Lord, one thousand nine hundred and eighty-five, and in the 68th
year of the Sovereignty and Independence of the United
States of America.

Signed, Sealed and Delivered
in Presence of

Alex J. [Signature] Witness
Marcella W. [Signature] Witness

HILL-YARBOROUGH CONSTRUCTION
COMPANY, INCORPORATED (Seal)

By Robert C. Hill President
ATTEST Kenneth R. Yarborough
Kenneth R. Yarborough Secretary

THIS IS CERTIFIED AS A TRUE AND CORRECT COPY

SIGNATURE

Pat Vincent

The State of South Carolina,

COUNTY OF YORK

PERSONALLY appeared before me Steven A. Strange
(Insert name of Witness)

who, in oath, says that he saw the within-named Hill-Yarborough Construction Company,
(Insert name of Corporation)

Incorporated by Robert C. Hill
(Insert name of President or Vice-President) its

President and Kenneth R. Yarborough its Secretary
(Insert name of Secretary or Treasurer)

sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Marcelle W. Bayne
(Insert name of other Witnesses) witnessed the execution thereof.

Steven A. Strange

(Witness)

SUBORN to before me, this 22nd day of February, A. D. 1985

Marcelle W. Bayne (Seal)
Notary Public, S. C.

My Commission Expires:

My Commission Expires September 26, 1989

Appendix B

THIS IS CERTIFIED AS A TRUE AND CORRECT COPY

SIGNATURE *Pat Vincent*

Name of Report	Report Date	Prepared By
Phase II Hydrogeologic Assessment Report	October 22, 1993	GEL Engineering, LLC
Bedrock Fracture Investigation	September 30, 1994	GEL Engineering, LLC
Evaluation of Bedrock Aquifer Using WHPA Model	April 29, 1996	GEL Engineering, LLC
Semi-Annual Groundwater Monitoring Event	March 9, 1999	GEL Engineering, LLC
Summary Report of Remediation Activities	June 1, 2001	GEL Engineering, LLC
Cleanox® Application Report	June 11, 2002	GEL Engineering, LLC
January 2004 Monitoring Results	March 25, 2004	GEL Engineering, LLC
January 2005 Monitoring Results	March 25, 2005	GEL Engineering, LLC
Semi-Annual Monitoring Event	August 26, 2005	GEL Engineering, LLC
Expanded Source Assessment Report	January 15, 2007	GEL Engineering, LLC
First Semi-Annual Monitoring Event – 2009	August 13, 2009	GEL Engineering, LLC
Second Semi-Annual Monitoring Event – 2009	January 22, 2010	GEL Engineering, LLC
First Semi-Annual Monitoring Event - 2010	August 11, 2010	GEL Engineering, LLC
2010 Second Semi-Annual Groundwater Monitoring Report	February 18, 2011	GEL Engineering, LLC
Limited Soil Gas Survey Report	May 2, 2011	GEL Engineering, LLC
2011 First Semi-Annual Groundwater Monitoring Report	August 8, 2011	GEL Engineering, LLC
2011 Second Semi-Annual Groundwater Monitoring Report	August 14, 2012	GEL Engineering, LLC
Crawl-Space and Indoor Air Sample Results	August 27, 2012	GEL Engineering, LLC
July and August Semi-Annual Monitoring Report	October 10, 2012	Hart & Hickman, PC