

**VOLUNTARY CLEANUP CONTRACT
18-5906-RP**

**IN THE MATTER OF
COGNIS CORPORATION SITE, GREENVILLE COUNTY
and
BASF CORPORATION**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and BASF Corporation, 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 Cognis Corporation Site (“Site”). The BASF Corporation property is located at 1520 Old Stage Road in Mauldin, South Carolina (“Property”). The Property includes approximately 37.5 acres and is bounded generally by South Main Street to the north, Greer Drive to the east, and Old Stage Road to the south and west. The Property is identified by the County of Greenville as Tax Map Serial Numbers M004010101601 (0.23 acres), M004010101602 (14.67 acres), M004010101603 (9.48 acres), M004010101604 (1.09 acres), and M004010101605 (12 acres). A legal description and survey 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. “BASF” shall mean BASF Corporation. BASF Corporation is a Delaware corporation with its principal place of business located at 100 Park Avenue, Florham Park, New Jersey 07932.

- 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. "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 BASF.
- 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 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. Property ownership, M004010101601:
 - i. Greer, B.E. - 12/1954
 - ii. Laurens Electric Cooperative, Inc. 12/1954 - 1/4/1989
 - iii. Saluda River Electric Cooperative, Inc. 1/4/1989 - 1/6/1998
 - iv. New Horizon Electric Cooperative, Inc. 1/6/1998 - 2/21/2001
 - v. Cognis Corporation 2/21/2001 - 8/3/2011
 - vi. BASF Corporation 8/3/2011 - Present
- B. Property ownership, M004010101602:
 - i. Greer, B.E. - 7/8/1955
 - ii. Union Bay State Chemical Co., Inc. 7/8/1955 - 1959
 - iii. U B S Chemical Corp. 1959 - 6/3/1959
 - iv. A.E Staley Mfg. Co. 6/23/1959 - 10/26/1960
 - v. Trylon Chemical Corp. 10/26/1960 - 2/15/1966
 - vi. Trylon Chemical Products Corp., a Delaware Corp. 2/15/1966 - 4/48/1989
 - vii. Henkel Corporation, a Delaware Corp. 4/18/1989 - 1/5/2000
 - viii. Cognis Corporation 1/5/2000 - 8/3/2011
 - ix. BASF Corporation 8/3/2011 - Present

- C. Property ownership, M004010101603:
- i. Greer, B.E. 10/1904 - 2/8/1957
 - ii. Griffin, Walter S., Jeff R. Richardson Jr. & Wooten Corp. 2/8/1957 - 4/1/1960
 - iii. Mauldin Land Co. 4/1/1960 - 1/25/1967
 - iv. Metal Products Corporation 1/25/1967 - 5/12/1969
 - v. Kostner Corp. 5/12/1969 - 7/2/1974
 - vi. Blue Ridge Corporation 7/2/1974 - 12/18/1986
 - vii. National Distillers and Chemical Corporation 12/18/1986 - 8/3/2011
 - viii. BASF Corporation 8/3/2011 - Present
- D. Property ownership, M004010101604:
- i. Greer B.E. Est. 10/1904 - 2/5/1957
 - ii. Verdin, Betty 2/5/1957 - 8/18/1959
 - iii. Verdin, M.G. 8/18/1959 - 1971
 - iv. Verdin, Marguerite M. 1971 - 8/27/1997
 - v. Verdin, Robert M. & Mildred B. 8/27/1997 - 11/3/1997
 - vi. Henkel Corporation 11/3/1997 - 1/8/2005
 - vii. Cognis Corporation 1/8/2005 - 8/3/2011
 - viii. BASF Corporation 8/3/2011 – Present
- E. Property ownership, M004010101606:
- i. Trylon Chemical Corp., a Delaware Corp. 2/15/1966 - 12/19/1973
 - ii. Greenville County 12/19/1973 – 7/20/1989
 - iii. Quantum Chemical 7/20/1989 – 8/3/2011
 - iv. BASF Corporation 8/3/2011 – Present
- F. The Site has been a chemical facility since 1955 when Union Bay State Chemical Co., Inc. bought the Property. In 1959 the Property was sold to UBS Chemical Corp. and again in 1959 to A.E. Staley Mfg. Co. Trylon Chemical Corp. bought the Property in 1960 and changed their name to Trylon Chemical Products Corp., a Delaware Corp. in 1966. Henkel Corporation, a Delaware Corp., purchased the Property in 1989. Cognis Corporation bought the Property in 2000. In 2011, BASF bought the Property and is the current owner of the Property.

- G. A Preliminary Assessment was completed in December of 1989, where three groundwater monitoring wells (MW-1, 2, 3) were installed around lagoons and sampled for wastewater indicator parameters.
- H. In January of 1993, SEC Donohue completed a Phase I Assessment for Henkel Corporation. The Phase I included the addition of three groundwater monitoring wells (MW-4, 5, 6), soil borings logged continuously, soil gas survey with 140 samples, and soil sampling to confirm soil gas results.
- I. In November 1993, Golder Associates completed a Phase II Environmental Site Assessment that included a magnetometer survey, 54 temporary probe locations from which 43 groundwater samples were collected, 163 subsurface soil samples, and three shallow soil samples for analysis.
- J. In December 1994, Rust Environment & Infrastructure, Inc. completed an Extended Site Characterization Report for Henkel Corporation. This report included the installation of four saprolite wells (MW-7, 8, 9, 10), installation of three deeper rock wells (MW-1B, 3B, 6B), borings were logged continuously, reverse packer testing of the three deeper rock wells to determine depth of contamination, converted MW-1 to a pair of nesting wells MW-1A and MW-1B, in situ hydraulic conductivity tests were performed on selected wells, and review of historic aerial photos to allow a visual overview of site development.
- K. In December 1995, Rust Environment & Infrastructure, Inc. started a Pilot Study where an air sparging and vapor extraction system (ASVE) was installed at the site with one air sparging well and one vapor extraction well.
- L. In October 1996, S&ME, Inc. installed a full scale ASVE system in the source area. The ASVE system included forty-six air sparging points and twenty-three vapor extraction points with the addition of three new monitoring wells (MW-11, 12,13).
- M. In December 1998, Charles M. Thomas & Associates installed five temporary monitoring wells on the Dow Brands property to assess potential off-site plume migration.
- N. In December 1999, Pilot Test 1, was conducted in the vicinity of MW-12 via the injection of Chlorinated Hydrocarbon degrading Microorganisms (CI-out) and sugar water.

- O. In October 2001, an additional Pilot Study, Pilot Test 2, was conducted with additional injections of the sugar water to help stimulate the indigenous microbes.
- P. In December of 2002, Pilot Test 3 was conducted, and additional and more significant sugar injection was injected into twenty-one sparge wells in the vicinity of MW-6, MW-11, and MW-12.
- Q. In August 2004, Pilot Test 4 started with the shutdown of the ASVE system and injections occurred in the area of MW-6 and MW-11. Protein and lactate in the form of cheese whey was injected to stimulate reductive dechlorination under sulfate reducing conditions. A second round of injections of cheese whey occurred in October 2004 and a third injection was in April/May of 2004.
- R. In November 2005, Pilot Test 5 started with the restart of the ASVE system near MW-6 and MW-11 since it was determined that the CI-out and ASVE combination was more successful in the MW-12 area than just the sugar injections. CL-out and sugar water were injected in December 2005 with a second round of injections in January 2006.
- S. In November 2007, with the approval of DHEC, the Site officially moved to Monitored Natural Attenuation (MNA) and the ASVE system was terminated in November 2007. Annual groundwater monitoring has been conducted at the Site since June of 2008 to present with annual monitoring reports submitted on or about the month of August. The most recent Annual Monitoring Report dated August 10, 2018, was reviewed and approved by DHEC.

RESPONSE ACTIONS

3. BASF agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Groundwater Monitoring Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Groundwater Monitoring Plan shall be implemented upon written approval from the Department. The Groundwater Monitoring Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and BASF Corporations contact person for matters relating to this Contract. BASF will notify the Department in writing of changes in the contractor or laboratory. The

Department will review the Groundwater Monitoring Plan and will notify BASF in writing of any deficiencies in the Groundwater Monitoring Plan and BASF will respond in writing to the Department's comments within thirty (30) days. The Groundwater 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. BASF will submit a Groundwater Monitoring Report by September 31 each year.
- B. If determined necessary by the Department, conduct an evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.

4. BASF 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 BASF.

5. BASF 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 BASF pursuant to this Contract.

6. Annually by end of the September each year BASF 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) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, or (C) nationally recognized overnight delivery service company or (D) 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: Cynde Devlin
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
devlincl@dhec.sc.gov

BASF: Edward Vanyo, Remediation Specialist
BASF Corporation
100 Park Avenue
Florham Park, NJ 079323
ed.vanyo@basf.com

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk and/or a USB flash drive, or electronic copy.

PUBLIC PARTICIPATION

8. Upon execution of this Contract by BASF, 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. BASF 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. BASF 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 fourteen thousand five hundred fifty-five dollars and sixteen cents (\$14,555.16) to reimburse estimated past response cost incurred by the Department through February 1, 2020 ("Past Costs") relating to the Site. BASF's payment for Past Costs should be submitted to:

The Department: Linda Jackson
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, BASF 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:

BASF: Edward Vanyo, Remediation Specialist
BASF Corporation
100 Park Avenue
Florham Park, NJ 079323

All of BASF'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). BASF 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 BASF 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 BASF.

RESTRICTIVE COVENANT

11. If Hazardous Substances in excess of residential standards exist at the Property after BASF has completed the actions required under this Contract, a covenant placing necessary and appropriate restrictions on the 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 and representatives of BASF and witnessed, signed, and sealed by a notary public. BASF shall record this restrictive covenant with the Register of Deeds or Mesne Conveyances in Greenville 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 BASF or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. BASF or subsequent owners of the Property shall file an annual report with the Department by September 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, BASF, 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 taken at or in connection with this Site under this Contract and any subsequent amendments to this Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to this Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, BASF 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 this Contract, and shall commence upon publication of the notice of this 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 a responsible party who is not a signatory to this Contract and who is not a signatory's parent, subsidiary, successor or assign.

14. Subject to the provisions of 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 BASF for any matters not expressly addressed by and settled through this Contract.

16. Upon successful completion of the terms of this Contract, BASF shall submit to the Department a request for a Certificate of Completion. Once the Department determines that BASF 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 BASF a Certificate of Completion that provides a covenant not to sue BASF, 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 and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that BASF successfully and completely complied with this Contract.

In consideration of the Department's covenant not to sue, BASF, 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.

17. BASF 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 BASF 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 caused by BASF, 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 BASF'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 BASF to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

19. Upon termination of this 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 this Contract by BASF 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 enter into this Contract on behalf of their respective parties.

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

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

Reviewed by Office of General Counsel

DATE: _____

BASF CORPORATION

Signature

DATE: _____

Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Greenville

Tax Map Serial Numbers M004010101601 (0.23 acres), M004010101602 (14.67 acres), M004010101603 (9.48 acres), M004010101604 (1.09 acres), and M004010101605 (12 acres).

All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, as shown on a plat of survey prepared by Dalton and Neves Engineers, dated March 1989 and entitled "Property of Henkel Corporation" and having according to said survey the following metes and bounds, to-wit:

BEGINNING at a spike (P.O.B.) at the southwest intersection of the rights-of-way of S. C. Highway No. 417 (formerly Old U.S. Highway No. 276) and Golden Strip Drive; thence, running along the southern right-of-way of said Golden Strip Drive, S. 52-18 W. 1124.73 feet to an old iron pin, corner of Laurens Electric Cooperative, Inc., property; thence, leaving said southern right-of-way of Golden Strip Drive and running along lines of Laurens Electric Cooperative, Inc. property, the following courses and distances: S. 35-15 E. 99.96 feet to an old iron pin; thence, S. 52-15 W. 100.0 feet to an iron pin; thence, N. 35-15 W. 100.0 feet to an old iron pin on the southern right-of-way of Golden Strip Drive; thence, running along the southern right-of-way of Golden Strip Drive, S. 52-15 W. 41.49 feet to an iron pin on the eastern right-of-way of CSX Transportation; thence, running along the eastern right-of-way of CSX Transportation the following courses and distances: S. 35-17 E. 449.84 feet to an old iron pin; thence S. 35-19 E. 772.41 feet to an iron pin at the northeast intersection of CSX Transportation and Greer Road (S23-48); thence, leaving said CSX Transportation right-of-way and running along the northern right-of-way of Greer Road, the following courses and distances: N. 51-04 E. 555.07 feet to an iron pin; thence, N. 50-32 E. 286.50 feet to an iron pin; thence, N. 50-54 E 27.1 feet to an iron pin, corner of W. J. and Doyle Greer Property; thence, leaving said northern right-of-way of Greer Road and running along the line of said Greer property N. 35-20 W. 742.81 feet to an old iron pin, joint corner of Greer property and property now or formerly owned by M. M. Verdin; thence, running along line of said Verdin property, N. 52-13 E. 290.18 feet to an old iron pin on the southern right-of-way of S. C. Highway No. 417 (formerly old U. S. Highway No. 276); thence, running along the southern right-of-way of S. C. Highway No. 417 the following courses and distances: N. 67-25 W. 323.50 feet to an old iron pin; thence, N. 71-25 W. 200.03 feet to the point of Beginning.

This being the same property conveyed to Grantor (then known as Cognis Corporation) by Deed of Henkel Corporation dated December 29, 1999 and recorded January 5, 2000 in the Office of the Register of Deeds Greenville County in Deed Book 1890 at Page 7.