

**VOLUNTARY CLEANUP CONTRACT
25-8814-NRP**

**IN THE MATTER OF
HEICHE SURFACE TECHNOLOGY SITE, SPARTANBURG COUNTY
and
RSK, LLC**

This Contract is entered into by the South Carolina Department of Environmental Services and RSK, LLC with respect to the Property located at 2790 Fairforest Clevedale Road, Spartanburg, South Carolina. The Property includes approximately 9.5 acres identified by Tax Map Serial Numbers 6-17-09-011.04 and 6-17-09-011.00. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of April 1, 2025, and any amendments thereto, by RSK, LLC which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 et seq.; the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et seq.; the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10 et seq.; and the Pollution Control Act (PCA), S.C. Code Ann. §§ 48-1-10 et seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein 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 the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "RSK" means RSK, LLC.
- B. "Beneficiaries" means RSK's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Environmental Services, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of RSK or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product 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.

- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

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

- A. Owners and Operators: The owners and operators of the Property include the following:

Bearden Watson C	09/1947 to 03/1988
Linda Ela Strickland	03/1988 to 02/1995
Linda E. Strickland Trustee	02/1995 to 08/2013
Heiche US Surface Technology, LP	08/2013 to Present

- B. Property and Surrounding Areas: The Property is currently vacant grassland, scrubland, and woodland with remnants of an asphalt parking lot and driveway from a former industrial building. The Property is bounded generally to the north by a railroad with residential use and woodlands beyond; to the east by commercial development (office and warehouse) beyond; to the south by Fairforest Clevedale Road with industrial use (concrete fixture production) beyond; and, to the west, by Pineview Road with residential use and woodlands beyond.

The Phase I Environmental Assessment report submitted with the application for this Contract (EnviroSouth, Inc., dated January 10, 2025) provides the following

information. The Property appears to have been first developed on or before 1938 as cropland and woodland. By 1944, a residence had been constructed on the southwestern corner of the Property. Agricultural use of the Property appears to have ceased between 1956 and 1961, and the landcover transitioned to grassland and woodland. The on-site residence was removed in the late 1980s or early 1990s, and by 1994, the Property consisted of grassland and woodland with unidentified objects on the central and northeastern portions. An industrial building was constructed in 2005 and was subsequently occupied by a construction company specializing in metal buildings. In the early 2010s, the industrial building on the Property was occupied by a metal finisher (Heiche US Surface Technologies). The metal finisher operated on the Property until the facility burned down in late 2021. The industrial building was subsequently removed by Capital Construction Company.

- C. Investigations / Reports; Regulatory Issues: The report of a follow-up Limited Groundwater Assessment conducted by EnviroSouth, Inc. provides the following information. Multiple per- and polyfluoroalkyl substances (PFAS) were detected in all three (3) temporary wells analyzed for PFAS (TW-1, TW-2, TW-3). Perfluorooctanoic acid (PFOA) was detected in groundwater sample TW-3 at a concentration (18.5 nanograms per liter (ng/L)) above the Maximum Contaminant Level (MCL) of 5.0 ng/L. None of the other detected PFAS compounds exceeded their respective MCLs (for compounds where regulatory limits have been established). No Resource Conservation and Recovery Act (RCRA) Metals (including hexavalent chromium) were detected at or above established levels of regulatory concern in the groundwater samples submitted for analysis. Also, no concentrations of volatile organic compounds (VOCs) or semi-volatile organic compounds (SVOCs) were detected above laboratory reporting limits in the groundwater samples collected.

D. Applicant Identification: RSK is a South Carolina limited liability company with its principal place of business located at 2595 Fairforest Clevedale Road, Spartanburg, South Carolina.

E. Proposed Redevelopment: RSK will acquire the Property and intends to develop the Property as a contract manufacturing facility.

CERTIFICATIONS

3. RSK has certified upon application that: 1) RSK is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to Existing Contamination on the Site or pose significant human health or environmental risks; and 3) it is financially viable to meet the obligations under this Contract.

RESPONSE ACTION

4. RSK agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by RSK, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by RSK, or its designee, in accordance with the schedule provided in the initial Work Plan. RSK acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. RSK agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, RSK may seek an amendment of this Contract to clarify its further responsibilities. RSK shall perform all actions required by this Contract, and any related actions of RSK's

choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with South Carolina statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). RSK shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with Well Standards, S.C. Code Ann. Regs. 61-71. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:

- i. the full EPA Target Analyte List with chromium speciation to analyze for hexavalent chromium (TAL);
 - i). EPA Target Analyte List excluding cyanide but with chromium speciation to analyze for hexavalent chromium (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
 - v). Per- and Polyfluoroalkyl Substances (PFAS).
- d). All analytical methods shall be capable of achieving appropriate reporting levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL," if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of RSK's consulting firm(s), analytical laboratories, and RSK's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, S.C. Code Ann. Regs. 61-81, for the test method(s) and parameters specified in the Work Plan.

- b). RSK shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify RSK in writing of approvals or deficiencies in the Work Plan.
- 8). RSK, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). RSK shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). RSK shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). RSK shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. RSK shall notify the Department of the location of any such items and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to

summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.

- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). RSK shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 2). Upon discovery of any Segregated Source that has not yet released all its contents to the environment, RSK shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). RSK shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization, or removal actions. RSK shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). RSK shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property boundary, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius of the Property boundary.
- 2). RSK shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and 3) Telephone number, if publicly available or otherwise known to RSK, of the well owner or an occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). RSK shall collect and analyze soil samples across the Property in accordance with Department approved Work Plans.
- 2). Unless otherwise specified in a Department approved Work Plan, a surface soil sample (0-1 foot below ground surface) and subsurface soil sample (2-foot minimum depth) shall be collected from each soil sample location.
- 3). Unless otherwise specified in the Department approved Work Plan, each surface soil sample shall be analyzed for TAL-Metals (with chromium speciation to analyze for hexavalent chromium) and TCL-SVOCs. Each subsurface sample shall be analyzed for TAL-Metals (with chromium speciation to analyze for hexavalent chromium), TCL-VOCs, and TCL-SVOCs. In addition, a limited number of surface and subsurface soil samples collected from locations to be approved by the Department shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 4). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.
- 5). All analytical methods shall be capable of achieving appropriate reporting levels as specified in Paragraph 4.A.5.d. of this Contract.

F. Assess groundwater quality:

- 1). RSK shall assess groundwater quality and flow direction across the Property in accordance with Department approved Work Plans.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals TCL-VOCs, and TCL-SVOCs. In addition, a limited number of groundwater samples from locations to be approved by the Department shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water

Regulations, S.C. Code Ann. Regs. 61-58, or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

- 4). All analytical methods shall be capable of achieving appropriate reporting levels as specified in Paragraph 4.A.5.d. of this Contract.

G. Evaluate and control potential impacts to indoor air:

- 1). RSK shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA "OSWER Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance ("Vapor Intrusion Technical Guide"). The Department's decision will be constrained towards predicting commercial exposures consistent with the building construction that is proposed to be used on the Property.

H. Institute reasonable Contamination control measures:

- 1). RSK shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.
 - a). RSK shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
 - b). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, RSK shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.H.2 below. RSK shall also enter into a Declaration of Covenants and Restrictions to document the area of

stabilization and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.

- 2). RSK shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. RSK shall evaluate options for corrective measures in an Analysis of Brownfields Cleanup Alternatives (ABCA). Upon Department approval of the corrective measures selected in the ABCA, RSK shall prepare a Corrective Measures Plan. The Corrective Measures Plan shall be approved by the Department prior to implementation and shall be consistent with the intended future use of the Property.
 - a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - b). RSK may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, RSK shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
 - c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract
 - d). If required, vapor intrusion control measures shall be designed and certified by a Professional Engineer duly-licensed in South Carolina to effectively

mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.

- e). Upon completion of any corrective measures, RSK shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, RSK shall propose a Media Management Plan. The Media Management Plan shall address procedures for management of contaminated media when disturbed, characterization of any soil or groundwater that is to be removed from the Property, and offsite disposal of any contaminated soil and groundwater that is to be removed from the Property at a permitted waste disposal facility. Upon completion of Property development and soil disturbance, a report of the soil management activities shall be submitted to the Department documenting the areas and depths of soil removal, all soil and groundwater sampling results, quantities of contaminated soil and groundwater removed from the Property, their disposal locations, and disposal manifests.
- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for routine inspection and monitoring of the

engineering controls; repair or replacement of the engineering controls as necessary; and management of contaminated media that may be encountered as a result of any disturbance of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). RSK shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). RSK shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with Well Standards, S.C. Code Ann. Regs. 61-71.

HEALTH AND SAFETY PLAN

5. RSK shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). RSK agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by RSK.

PUBLIC PARTICIPATION

6. RSK and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established

procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by RSK.

B. RSK shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

- 1). The sign(s) will state "Voluntary Cleanup Project by RSK, LLC under Voluntary Cleanup Contract 25-8841-NRP with the South Carolina Department of Environmental Services." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of RSK. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432."
- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). RSK shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). RSK agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). RSK shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, RSK shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. RSK shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 60 days of Work Plan approval and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
 - B. The Department's project manager may allow an extended schedule between updates based on case-specific conditions.

SCHEDULE

8. RSK shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. RSK shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. RSK or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to RSK. An authorized representative of RSK or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed and signed and sealed by a notary public.
- B. RSK or its Beneficiaries shall record the executed Declaration with the Register of Deeds for the county where the Property is located.
- C. RSK or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, RSK or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for RSK or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). RSK or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). RSK or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the

Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.

- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after RSK acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. RSK or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st of each year in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

- 10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if

acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Konstantine Akhvlediani
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to RSK shall be submitted to RSK's designated contact person who as of the effective date of this Contract shall be:

Sasha Ghowanlu
RSK, LLC
P.O. Box 599
Fairforest, South Carolina 29301

FINANCIAL REIMBURSEMENT

11. RSK shall reimburse the Department as set forth below.

A. RSK or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by

S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to RSK on a quarterly basis. All costs are payable to the Department within thirty (30) days of the Department's invoice submitted to:

Sasha Ghowanlu
RSK, LLC
P.O. Box 599
Fairforest, South Carolina 29301

- 1). Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to Paragraph 16 herein.
- 2). Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to Paragraph 16 herein.

ACCESS TO THE PROPERTY

12. RSK agrees the Department has an irrevocable right of access to the Property for environmental response matters after RSK acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to RSK or its Beneficiaries for the Property under this Contract as follows:

- A. RSK or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that RSK or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that RSK or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if RSK or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. RSK or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. RSK shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations, and protections of this Contract apply to and inure to the benefit of the Department, RSK, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
 - A. RSK or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any Successor. Transmittal of the Contract copy may be through any commonly accepted mechanism.
 - B. RSK and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
 - C. If the Certificate of Completion has not been issued, RSK or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non Responsible Party

Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
- 4). Will assume the protections and all obligations of this Contract; and
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, any new individual or entity shall provide written notification to the Department within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. RSK, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination shall provide RSK or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
- 1). Failure to complete the terms and conditions of this Contract;
 - 2). Change in RSK's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
 - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
 - 4). Failure of RSK or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by RSK or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by RSK or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or
 - 7). Failure by RSK or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of RSK's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should RSK or its Beneficiaries elect to terminate this Contract, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by RSK or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.

- D. Termination of this Contract by any party does not end the obligations of RSK or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Upon termination of this Contract, payment for such costs shall become immediately due.
- E. Upon termination of this Contract, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the Contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. RSK and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
- 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and S.C. Code Ann. § 44-56-200.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550.
- B. Effective on the date the Certificate of Completion is issued by the Department:

- 1). The Department's covenant not to sue RSK and its Beneficiaries for Existing Contamination but not for any Contamination, releases, and consequences caused or contributed by RSK or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by RSK or its Beneficiaries. The Department retains all rights under State and Federal laws to compel RSK and its Beneficiaries to perform or pay for response activity for any Contamination, releases, and consequences caused or contributed by RSK or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. 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 other than RSK and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than RSK and its Beneficiaries, to perform or pay for 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.

RESERVATION OF RIGHTS BY RSK

19. RSK retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. RSK and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, RSK and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. RSK and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by RSK or its Beneficiaries. RSK and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY RSK AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, RSK and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORIES

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

THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES

BY:

DATE:

Juli E. Blalock, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

RSK, LLC

BY:

DATE:



5/23/25

SASHA GHOWANUN PRESIDENT
Printed Name and Title

APPENDIX A

Application for Non Responsible Party Voluntary Cleanup Contract

RSK, LLC

April 1, 2025



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name RSK, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Sasha Ghowanlu

sasha@technicomachining.com

Name

Title

Email

P.O. Box 599

864-576-5711

Address

Phone1

Phone2

Fairforest

South Carolina

29301

City

State

Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

2595 Fairforest Clevedale Road

Street address

Suite Number

Spartanburg

South Carolina

29301

City

State

Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)

Title

Street Number or PO Box

Phone1

Phone 2

City

State

Zip

Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in South Carolina (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name

RECEIVED

APR 01 2025

**SITE ASSESSMENT,
REMEDIAL ACTION,
&
RESTORATION**

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☒ Yes ☐ No

d. If yes, identify all affiliations: Technico, Inc.

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

[Signature]
Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 2790 Fairforest Clevedale Road, Spartanburg, South Carolina

b. County Spartanburg

Zip Code 29301

c. ☒ Property is outside any municipal boundaries ☐ Property is inside the municipal limits of _____
(town/city)

10. List any Companies or Site names by which the Property is known

Heiche US Surface Tech LP

T.N. Construction Company, Inc.

Heiche US Surface Technology LP

Butler Manufacturing

11. Total Size of Property Covered by this Contract 9.5 Acres

12. How many parcels comprise the Property? 2

13. Current Zoning (general description)

Non-Qualified Regular Commercial Improved (6RGC)

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 6-17-09-011.04
b. Acreage 6.203
c. Current Owner Heiche US Surface Technology LP
d. Owner Mailing Address 4080 Whitehouse Road
Jasper, Alabama 35501
e. Contact Person for Access Sasha Ghowanlu
f. Access Person's Phone # 864-216-2378
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☒ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 6-17-09-011.00
b. Acreage 3.267
c. Current Owner Heiche US Surface Technology LP
d. Owner Mailing Address 4080 Whitehouse Road
Jasper, Alabama 35501
e. Contact Person for Access Sasha Ghowanlu
f. Access Person's Phone # 864-216-2738
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
☐ None
h. Buildings on the parcel? ☒ Demolished/Ruins
(check all that apply) ☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2021
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
☐ None
h. Buildings on the parcel? ☐ Demolished/Ruins
(check all that apply) ☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
☐ None
h. Buildings on the parcel? ☐ Demolished/Ruins
(check all that apply) ☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Contract manufacturing facility

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☒ Yes ☐ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.
Metella 6425 (Semi synthetic coolant) and Hypure WO 68 (way oil and hydraulic oil). The used coolant and oil are stored in drums and are removed by Palmetto Management and Industrials Services twice a year.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number Unknown
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Unknown

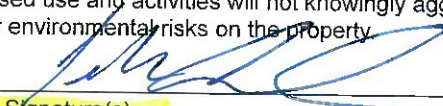
20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 04 / 30 / 2025

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.


Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☒ None as of this application date
EnviroSouth, Inc.

Company

3440 Augusta Road Greenville South Carolina 29605

Address City State Zip

Keigan K. Mennetti, P.E. 40996 864-915-0347 864-236-9010 kmennetti@envirosouth.com

Project Contact1 S.C PE/PG Reg. # Phone1 Phone 2 email

M. Allen Meadows 864-915-5623 864-236-9010 ameadows@envirosouth.com

Project Contact 2 S.C PE/PG Reg. # Phone1 Phone 2 email

24. Legal Counsel (Optional)

Firm

Attorney

Phone 1

Phone 2

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☒ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by EnviroSouth, Inc.

(Name of Environmental Firm)

☐ Older report updated in the past six months by _____

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☐ The Applicant believes the Department already has all environmental data in its files on: _____

☒ The Following reports are attached:

(Site Name)

Report Date

Report Name

Environmental Firm

March 12, 2025

Limited Groundwater Assessment

EnviroSouth, Inc.

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☒ Enclosed with this Application as an Attachment

☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name

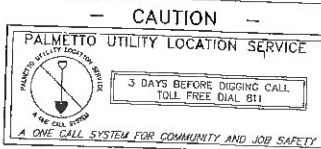
Eligible for NRP Contract

☐ Y

☐ N

Assigned File Number

Assigned Contract Number



PLAT-1686602

PLT-2013-45443
Recorded 1 Pages on 10/3/2013 12:23:20 PM
Recording Fee: \$14.00 Documentary Stamp: \$0.00
Office of Registrar of Deeds, Spartanburg, S.C.
Dorothy Earle, Register

JUL 31 2013

EXEMPT

Plot as shown is exempt from the subdivision approval process pursuant to the SC Code of Laws, Section 6-20 1110.04. It does not guarantee the right of future permits or future subdivision. All requirements of Spartanburg County's land development ordinances of date must be met in order to develop the property.

sd

LINDA E. STRICKLAND, TRUSTEE

DEED BOOK 62N AT PAGE 281
PLAT BOOK 148 AT PAGE 746
TAX MAP: 6-17-09-011.00

AREA = 3.267 ACRES
SUBJECT TO ALL RIGHTS-OF-WAY
AND EASEMENTS

THAD O. STRICKLAND &
LINDA E. STRICKLAND
DEED BOOK 81N AT PAGE 683
PLAT BOOK 150 AT PAGE 557
TAX MAP: 6-17-09-011.03

JEAN E. PARRINO
DEED BOOK 94N AT PAGE 069
PLAT BOOK 23 AT PAGE 161
TAX MAP: 6-17-09-012.00

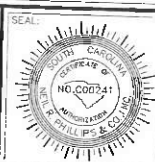
FURMAN BABB
DEED BOOK 103N AT PAGE 890
PLAT BOOK 167 AT PAGE 680
TAX MAP: 6-17-09-013.00

FAIRFOREST CLEVEDALE ROAD
66 FT. PUBLIC ROAD RIGHT-OF-WAY
20 FT. PAVED

SURVEY FOR:

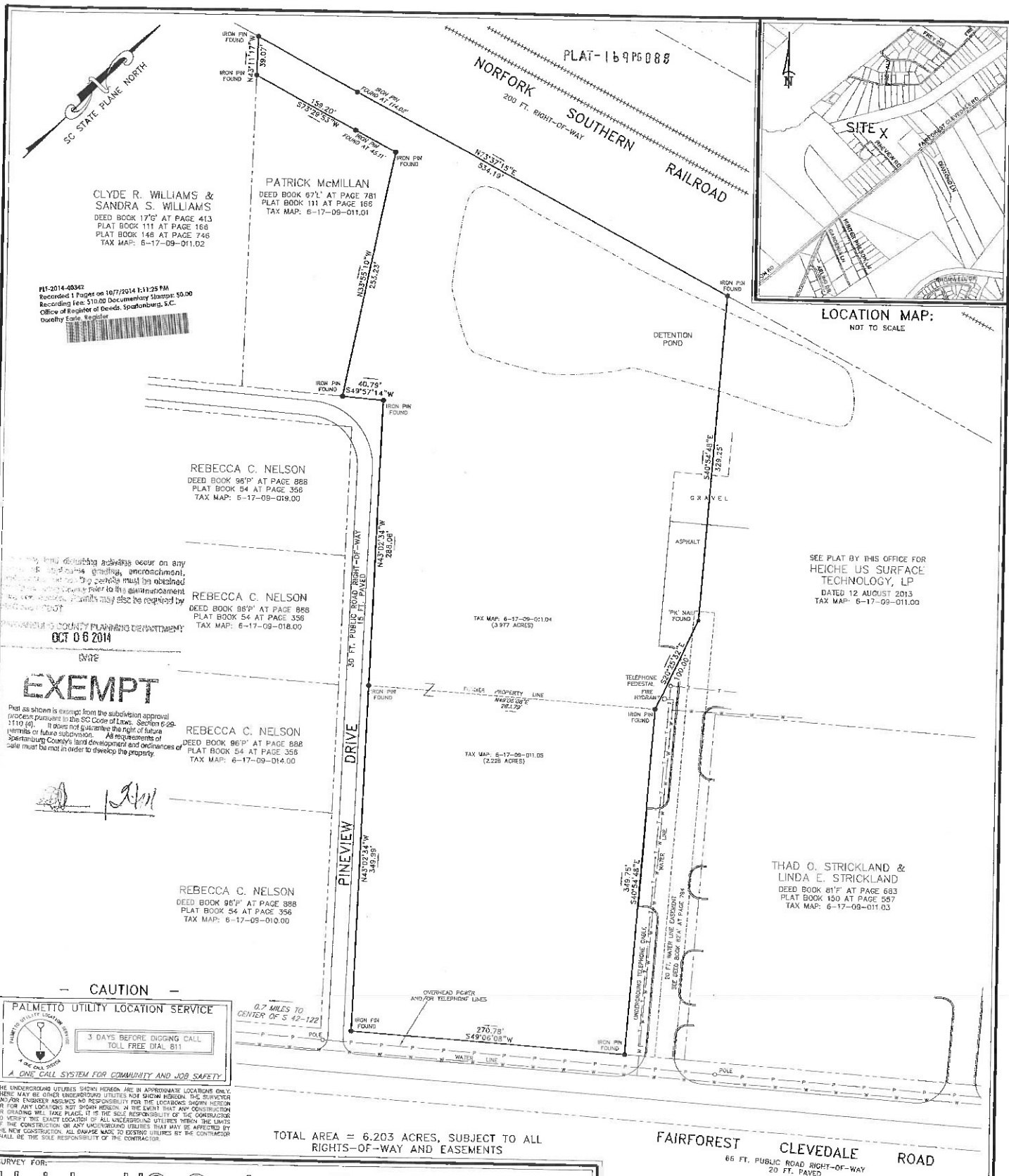
Heiche US Surface Technology, LP
A DELAWARE LIMITED PARTNERSHIP

BEING A PORTION OF THE PROPERTY AS DESCRIBED IN DEED BOOK 62N AT PAGE 281, ALSO SEE PLAT BOOK 33 AT PAGES 23-24 AND PLAT BOOK 148 AT PAGE 746.



I HEREBY CERTIFY TO HEICHE US SURFACE TECHNOLOGY, LP, A DELAWARE LIMITED PARTNERSHIP THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS OF A CLASS "A" SURVEY AS SPECIFIED THEREIN.
THAT THE PROPERTY IS NOT WITHIN THE 100 YEAR FLOOD HAZARD ZONE AS SHOWN ON COMUNITY PANEL NO. 400830-0134-0 OF THE FLOOD INSURANCE RATE MAPS FOR SPARTANBURG COUNTY DATED 8 JANUARY 2007.
Joseph C. Whitman
JOSEPH C. WHITMAN, SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
THE CERTIFICATE(S) ABOVE SHALL ONLY APPLY IF THIS SHEET CONTAINS AN ORIGINAL SIGNATURE BY THE SURVEYOR AND THE SURVEYORS SEAL HAS BEEN EMBOSSED.

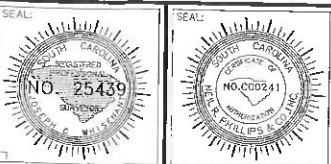
LOCATION: NEAR FAIRFOREST
COUNTY: SPARTANBURG STATE: SOUTH CAROLINA
DATE: 25 JULY 2013 BLOCK MAP: 6-17-09 PORTION OF: MIKE WEST
SHEET: JOE WHISENANT
SCALE: 1" = 60'
-60 -30 0 60 120 180
NEIL R. PHILLIPS & COMPANY, INC.
TEL: (804) 976-2700 FAX: (804) 976-9424
SPARTANBURG, SOUTH CAROLINA
E-MAIL: jphillips@ncs-e.com



SURVEY FOR:
Heiche US Surface Technology, LP
A DELAWARE LIMITED PARTNERSHIP

BEING A PORTION OF THE PROPERTY AS DESCRIBED IN DEED BOOK 62ND AT PAGE 281, ALSO SEE PLAT BOOK 33 AT PAGES 23-24 AND PLAT BOOK 146 AT PAGE 748 AND PLAT BOOK 168 AT PAGE 347.

LOCATION: NEAR FAIRFOREST	
COUNTY: SPARTANBURG	STATE: SOUTH CAROLINA
DATE: 1 OCTOBER 2014	BLOCK MAP: 11.04 & 11.05
PARCELS: WEST & BURNS	
SHEET: 6-17-09	
JOE WEISSEMAN	
SCALE: 1" = 60'	
NEIL R. PHILLIPS & COMPANY, INC.	
129 GLADYS COURT SPARTANBURG, SOUTH CAROLINA 29301	
TELE: (864) 576-8790 FAX: (864) 576-9665	E-MAIL: jphillips@neilr.com



I HEREBY CERTIFY TO: HEICHE US SURFACE TECHNOLOGY, LP
THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS OF A CLASS "A" SURVEY AS SPECIFIED THEREIN.
THAT THE PROPERTY (S) IS (ARE) NOT WITHIN THE 100 YEAR FLOOD HAZARD ZONE AS DEFINED ON COMMUNITY PANEL NO. 43532-0234-D OF THE FLOOD INSURANCE RATE MAPS FOR SPARTANBURG COUNTY DATED 8 JANUARY 2011.
Joseph C. Wooten
JOSEPH C. WOOTEN, SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
THE CERTIFICATION(S) ABOVE SHALL ONLY APPLY IF THIS SHEET CONTAINS AN ORIGINAL SIGNATURE BY THE SURVEYOR AND THE SURVEYOR'S SEAL HAS BEEN EMBOSSSED.

DEE-2013-39127

Recorded 6 Pages on 8/28/2013 3:17:43 PM

Recording Fee: \$10.00 Documentary Stamps: \$2,682.50

Office of Register of Deeds, Spartanburg, S.C.

Dorothy Earle, Register



LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT LINDA E. STRICKLAND, SOLE TRUSTEE, OR HER SUCCESSORS IN TRUST, UNDER THE LINDA E. STRICKLAND LIVING TRUST, DATED FEBRUARY 14, 1995, (hereinafter called "Grantor"), in the State aforesaid, for and in consideration of the sum of SEVEN HUNDRED TWENTY FIVE THOUSAND AND NO/100 Dollars (\$725,000.00) to Grantor in hand paid at and before the sealing of these presents by HEICHE US SURFACE TECHNOLOGY, LP, a Delaware limited partnership, (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to the limitations, covenants, easements, conditions and restrictions set forth in Exhibit B attached hereto and incorporated herein by reference (the "Permitted Exceptions"), unto the Grantee, the following described property, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE FOR A FULL AND
COMPLETE LEGAL DESCRIPTION OF THE PROPERTY
BEING CONVEYED (THE "PROPERTY" OR "PREMISES")**

Grantee's Address: Heiche US Surface Technology, LP
c/o GACC South Services, LLC
1170 Howell Mill Road, Suite 300
Atlanta, Georgia 30318

Property Address: 2790 Fairforest Clevedale Road
Spartanburg, South Carolina 29301

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

TO HAVE AND TO HOLD, all and singular, subject to the Permitted Exceptions, the Premises before mentioned, unto the Grantee, and Grantee's successors and assigns, forever.


BUT SUBJECT TO the Permitted Exceptions, the said Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular the said Premises unto the said Grantee, its successors and assigns, against itself, its successors and/or assigns, so that neither Grantor nor those claiming under Grantor shall hereafter have any interest in or claim the same or any part thereof.


IN WITNESS WHEREOF, the Grantor has affixed its Hand and Seal this 20th day of August, 2013.

Signed, Sealed and Delivered
In the Presence Of:



Witness #1

 (SEAL)
LINDA E. STRICKLAND, SOLE TRUSTEE, OR
HER SUCCESSORS IN TRUST, UNDER THE
LINDA E. STRICKLAND LIVING TRUST,
DATED FEBRUARY 14, 1995

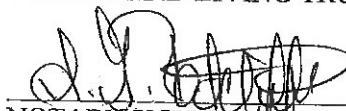


Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 20th day of August, 2013, by LINDA E. STRICKLAND, SOLE TRUSTEE, OR HER SUCCESSORS IN TRUST, UNDER THE LINDA E. STRICKLAND LIVING TRUST, DATED FEBRUARY 14, 1995.



NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA
My Commission Expires: 11/20/15

[Notarial Seal]

EXHIBIT "A" to Limited Warranty Deed

Being all that certain piece, parcel or tract of land lying, being and situate near Fairforest, County of Spartanburg, State of South Carolina and being shown and designated as the 3.267 acre tract, more or less, on an ALTA/ACSM Land Title Survey for Heiche US Surface Technology, LP dated August 12, 2013 by Neil R. Phillips & Company, Inc. and from which plat of survey a more particular description is as follows:

Beginning at an iron pin set on the northwestern right-of-way line of Fairforest Clevedale Road (labeled P.O.B. Point of Beginning on the aforesaid plat) and which pin is located 0.7 miles east of the centerline intersection of Fairforest Clevedale Road and State Road S42-122 and running from said Point of Beginning with the property line of Linda E. Strickland, Trustee Three (3) calls: N40°54'48"W a distance of 349.75 feet to an iron pin set; thence N20°25'32"W a distance of 100.00 feet to a 'PK' nail set in asphalt pavement; thence N40°54'48"W a distance of 329.25 feet to an iron pin set on the southern right-of-way of Southern Railroad; thence running with the southern right-of-way of Southern Railroad N73°36'01"E a distance of 377.56 feet to an iron pin found, a common corner with property of Jean E. Parrino; thence, running with the property line of Jean E. Parrino S43°01'15"E a distance of 266.56 feet to an iron pin found, a common corner with property of Thad O. Strickland and Linda E. Strickland; thence with the property line of Thad O. Strickland and Linda E. Strickland two (2) calls: S49°06'08"W a distance of 328.33 feet to an iron pin set (crossing points on line of 36.85 feet and 66.85 feet which are the end points of a 30 foot ingress and egress easement as described below); thence S40°54'48"E a distance of 349.75 feet to an iron pin set on the northwestern right-of-way line of Fairforest Clevedale Road; thence, running with the northwestern right-of-way of Fairforest Clevedale Road S49°06'08"W a distance of 60.00 feet to an iron pin set, the beginning corner, containing 3.267 acres, more or less.

ALSO:

Together with a non-exclusive 30 foot ingress and egress easement over property of Thad O. Strickland and Linda E. Strickland as described as follows: Beginning at a point (which point is located 30.85 feet west of the southeastern most iron pin found on the above described lot) and running in a clockwise direction S40°43'16"E a distance of 349.80 feet to a point on the northern right-of-way line of Fairforest Clevedale Road; thence with the northern right-of-way of Fairforest Clevedale Road S49°06'38"W a distance of 30.00 feet to a point; thence N40°43'16"W a distance of 349.80 feet to a point; thence N49°06'08"E a distance of 30.00 feet to the beginning corner, containing 0.241 acre, more or less.

This being the same property, less those parcels previously conveyed by Grantor, conveyed to LINDA E. STRICKLAND, SOLE TRUSTEE, OR HER SUCCESSORS IN TRUST, UNDER THE LINDA E. STRICKLAND LIVING TRUST, DATED FEBRUARY 14, 1995 by Deed of Linda Elaine Strickland dated February 14, 1995 and recorded March 10, 1995 in Deed Book 62-N at Page 281 in the Office of the Register of Deeds for Spartanburg County, South Carolina.

TMS No. 6-17-09-011.03

Exhibit B to Limited Warranty Deed
Permitted Exceptions

1. Taxes for the year 2013, and subsequent years, not yet due and payable, plus any special assessments.
2. This commitment/policy does not insured against any loss or damage which might arise out of roll-back taxes as contemplated under Title 12, Article 3, of the South Carolina Code of Laws, 1976, as amended, provisions – Sections 12-43-220.
3. No insurance is afforded as to the exact amount of acreage contained in the property described herein.
4. 20' water line easement, reinforced concrete pipe, catch basin, detention pond, underground telephone cable, water line, fire hydrant, telephone pedestal, septic tank and drainage field, underground power cable, underground television cable, railroad right of way, gravel and asphalt encroachment onto property on northwest all as shown on survey for Heiche US Surface Technology, LP, a Delaware limited partnership by Neil R. Phillips & Company, Inc., dated August 12, 2013..
5. Document to duke Power Company dated August 21, 1957 and recorded September 20, 1957 in the Office of the Register of Deeds for Spartanburg County in Book 23-N at page 563.
6. Communications Systems Easement to American Telephone and Telegraph Company dated May 2, 1988 and recorded in the Office of the Register of Deeds for Spartanburg County in Book 54-F at page 987.
7. Document to Duke Power Company dated December 20, 1988 and recorded June 14, 1989 in the Office of the Register of Deeds for Spartanburg County in Book 55-M at page 367.
8. Right-of-Way and Easement to The Commissioners of Public Works of the City of Spartanburg, South Carolina January 5, 2005 and recorded January 7, 2005 in the Office of the Register of Deeds for Spartanburg County in Book 82-A at page 794.
9. Right of the railroad company servicing the railroad siding and/or spur track located on the insured premises in and to the ties, rails, and other properties constituting said railroad siding or in and to the use thereof, as well as the rights of others entitled to the use thereof.
10. Rights of others in and to 30' ingress and egress easement as described in Exhibit A and Deed Book 74-B at page 416.

DEED 104 D PG 287
STATE OF SOUTH CAROLINA) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS
COUNTY OF SPARTANBURG)

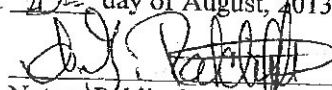
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at _____, _____ County Tax Map Number _____, was transferred by _____ to _____ on _____.
3. Check one of the following: The Deed is
 - (a) ☒ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (See Information section of affidavit:)

(If exempt, please skip items 4-7, and go to item 8 of this affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked: (See information section of this affidavit:)
 - (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 725,000.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES _____ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES" the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) \$ 725,000 the amount listed in item 4 above
 - (b) \$ 0 the amount listed in item 5 above (no amount place zero)
 - (c) \$ 725,000 Subtract Line 6(b) from Line 6(a) and place the result.
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ 268225.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as follows: Barry S. Sloop.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Print name here

SWORN to before me this
20th day of August, 2013


Notary Public for South Carolina
My Commission Expires: 11/20/18

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest or other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies or departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40 (A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of the realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40 (A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791 (a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

DEED 107F PG 300

**Johnson, Smith,
Hibbard & Wildman**

LAW FIRM, L.L.P.

220 North Church Street (Zip Code 29306)
P.O. Drawer 5587
Spartanburg, South Carolina 29304-5587
File Number: 782603

DEE-2014-40338
Recorded 2 Pages on 10/7/2014 1:09:47 PM
Recording Fee: \$10.00 Documentary Stamps: \$573.50
Office of Register of Deeds, Spartanburg, S.C.
Dorothy Earle, Register



Block Map No.

6 17-09 011.04 and 011.05

Address of Grantee:

**2790 Fairforest Clevedale Road
Spartanburg, SC 29301**

STATE OF SOUTH CAROLINA

DEED

COUNTY OF SPARTANBURG

KNOW ALL MEN BY THESE PRESENTS, that **Linda E. Strickland**, sole Trustee or her successors in trust, under the **Linda E. Strickland Living Trust dated February 14, 1995**, in consideration of **One Hundred Fifty Five Thousand and 00/100s (\$155,000.00) Dollars**, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto **Heiche US Surface Technology, LP**, its successors and assigns:

All that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, and being shown and designated as containing 6.203 acres, more or less, on a plat of survey for Heiche US Surface Technology, LP by Neil R. Phillips & Company, Inc. dated October 1, 2014 and to be recorded herewith. Reference is made to said plat and the record thereof for a more complete and accurate description.

This being a portion of the same property conveyed to Linda E. Strickland, sole Trustee, or her successors in trust, under the Linda E. Strickland Living Trust dated February 14, 1995 by Deed of Linda Elaine Strickland dated February 14, 1995 and recorded March 10, 1995 in Deed Book 62 N at page 281.

All referenced recordings are in the Register of Deeds Office for Spartanburg County, South Carolina unless otherwise noted herein.

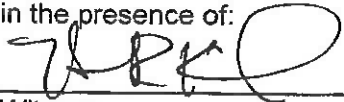
together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; TO HAVE AND TO HOLD ALL and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs (or successors) and assigns forever. And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs (or successors), executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs (or successors) and assigns against the grantor(s) and the grantor's(s') heirs (or successors) and against every person

DEED 107F PG 301

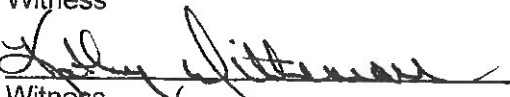
whomsoever lawfully claiming or to claim the same or any part thereof, except as to conditions, reservations, restrictions and easements of record, if any.

WITNESS the Grantor's(s) hand(s) and seal(s) this 3rd day of October, 2014.

SIGNED, sealed and delivered
in the presence of:



Witness



Witness

Linda E. Strickland, sole Trustee or her
successors in trust, under the Linda E.
Strickland Living Trust dated February 14,
1995


BY: 
Linda E. Strickland, Trustee

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

ACKNOWLEDGMENT

I, the undersigned Notary Public of the County and State aforesaid, certify that the within-named Grantor(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 3rd day of October, 2014.



Notary Public for South Carolina
My Commission Expires: 07-18-17