VOLUNTARY CLEANUP CONTRACT
16-6397-NRP

IN THE MATTER OF
CURTISS-WRIGHT HANGAR, RICHLAND COUNTY
and
HANGAR OWNER, LLC

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Hangar Owner, LLC, with respect to the Property located at 1400 Jim Hamilton Boulevard, Columbia, South Carolina. The Property includes approximately 2.29 acres identified by Tax Map Serial Number(s) R-13702-09-01A. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of March 11, 2016, and any amendments thereto, by Hangar Owner, 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. (2002 & Supp. 2015, as amended); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2015, as amended); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2015, as amended); and the Pollution Control Act, §§ 48-1-10 et seq. (2008 & Supp. 2015, as amended).

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. "Hangar Owner" means Hangar Owner, LLC.

B. "Beneficiaries" means Hangar Owner'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 Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.

F. "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 Hangar Owner 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

1. 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:

The City of Columbia	1929 to 1962
Richland County	1962 to Present

B. Property and Surrounding Areas: The Property is bounded generally by Jim Hamilton Boulevard to the north with Owens Field Park beyond, to the east and south by the Jim Hamilton L.B. Owens Airport (Owens Field), and to the west by Airport Boulevard with commercial and residential property beyond.

The Property is a 2.29 acre sub parcel of its parent tract Owens Field, an airport in use since the 1920's. The Property was developed in the 1930's with a 12,500 square feet aircraft hangar and has been used for aircraft maintenance and storage since that time. Adjacent and west of the hangar is a small brick

structure previously used for oil storage and as an electrical room. This structure is currently empty.

A small basement is located beneath the northeastern portion of the hangar. This basement was used in the past as a boiler room and coal storage area. Coal and boiler equipment are no longer located in this area.

C. Investigations / Reports; The Phase I Environmental Assessment report prepared in support of the Voluntary Cleanup Contract Application (Terracon, dated January 27, 2016) identifies the following recognized environmental conditions (RECs):

1). The past use of the Property as an aircraft maintenance and storage facility, with petroleum products and chlorinated solvents being used for aircraft maintenance.

2). One floor drain located in the approximate center of the hangar floor. Visible staining was not observed near the floor drain, however, the legacy of aircraft maintenance at the hangar introduce the possibility of contamination.

3). Three underground storage tanks (USTs) were formerly located on the currently vacant commercial facility (Columbia Distribution Company) east of the Property.

a). One 10,000 gallon diesel and one 8,000 gallon gasoline USTs were operated under UST Permit 09894. Both of these tanks were removed on December 1, 1989. A petroleum release was reported on January 19, 1990 and was given a no further action (NFA) status on August 25, 1995.

b). One 500 gallon gasoline UST was operated under UST Permit 12258. This tank was removed on December 1, 1989. A petroleum release was reported on January 9, 2006 and was given an NFA status on January 10, 2006.

c). Previous assessment activities have established groundwater flow on this parcel to be in an east/southeasterly direction.

4). The northwest adjacent parcel located at 919 Airport Boulevard formerly

housed an industrial dry cleaning facility, Aramark Uniform Services. The facility was formerly undergoing corrective action for a tetrachloroethene (PCE) release to soils and groundwater beginning in 1988. A monitoring well network extends from the Aramark parcel onto the Property. PCE concentrations in groundwater samples collected on the Property have been detected as high as 6,940 micrograms per liter (μg/l). Previous assessment activities show an upper and a lower hydraulic unit separated by a clay layer in this area. Assessment provided no evidence of PCE contamination in the upper hydraulic unit.

D. Applicant Identification: Hangar Owner, LLC is a South Carolina limited liability company with its principal place of business located at 1330 Lady Street, Suite 400, Columbia, South Carolina. Hangar Owner affirms that it has the financial resources to conduct the response action pursuant to this Contract.

E. Proposed Redevelopment: Hangar Owner will acquire the Property and intends to restore the property and hangar building for light industrial use.

BONA FIDE PROSPECTIVE PURCHASER STATUS

2. Hangar Owner certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the Site, or a parent, successor or subsidiary of a Responsible Party for the Site; and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. Hangar Owner also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

3. Hangar Owner agrees to conduct the response actions specified in the sub-

paragraphs below. An initial Work Plan shall be submitted by Hangar Owner, 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 Hangar Owner, or its designee in accordance with the schedule provided in the initial Work Plan. Hangar Owner 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. Hangar Owner 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, Hangar Owner may seek an amendment of this Contract to clarify its further responsibilities. Hangar Owner shall perform all actions required by this Contract, and any related actions of Hangar Owner'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 S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Hangar Owner 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 the South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended). 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 (TAL);

i). EPA Target Analyte List excluding cyanide (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).

d). All analytical methods shall use appropriate detection 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 Hangar Owner's consulting firm(s), analytical laboratories, and Hangar Owner'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, 7 S.C. Code Ann. Regs. 61-81 (2012, as amended), for the test method(s) and parameters specified in the Work Plan.

b). Hangar Owner 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 Hangar Owner in writing of approvals or deficiencies in the Work Plan.

8). Hangar Owner, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.

9). Hangar Owner 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). Hangar Owner 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). Hangar Owner 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. Hangar Owner 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). Hangar Owner shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.

a). Any material or sludge located in the floor drain located in the approximate middle of the hangar structure.

2). Hangar Owner 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.

3). Upon discovery of any Segregated Source that has not yet released all of its

contents to the environment, Hangar Owner shall expeditiously stabilize or remove the Segregated Source from the Property.

4). Hangar Owner shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Hangar Owner shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

1). Hangar Owner shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.

2). Hangar Owner 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 Hangar Owner, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

1). Hangar Owner shall collect and analyze a minimum of ten (10) soil samples from five (5) locations on the Property. Hangar Owner shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:

a). The northwestern corner of the Property.

b). The southwestern corner of the Property.

c). In proximity to the oil storage/electrical room structure.

d). Adjacent to the boiler room/coal storage basement area.

2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of one (1) surface

and one (1) subsurface samples from the floor drain area shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.

3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

1). Hangar Owner shall assess groundwater quality and flow direction across the Property. Assessment shall include groundwater samples from a minimum of six (6) monitoring wells, including three (3) existing monitoring wells, and three (3) newly constructed temporary monitoring wells to be installed to intercept the upper hydraulic unit. Specific locations shall be as follows:

a). Monitoring wells MW-32, MW-33, and MW-34, as illustrated in Figure 2 of the January 27, 2016 Phase I Environmental Assessment Report.

b). A shallow monitoring well in the northwestern corner of the Property.

c). A shallow monitoring well in the southwestern corner of the Property.

d). A shallow monitoring well in proximity of the boiler room/coal storage area.

2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, the shallow groundwater sample collected in proximity of the boiler room/coal storage area shall have 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, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2015, as amended), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

1). Hangar Owner shall further evaluate potential impacts to indoor air based on documented contaminant concentrations in groundwater that may pose a threat to indoor air quality based on the 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.

2). Hangar Owner shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.

a). For future buildings, Hangar Owner's evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of a three (3) soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.

b). Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.

c). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the 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.

d). For existing buildings Hangar Owner's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of indoor air, soil gas, and sub-slab soil gas samples over areas potentially subject to vapor intrusion. Assessment activities shall also include evaluation of other factors that may affect vapor intrusion as discussed in the 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.

e). Indoor air samples shall be collected from within the building during a minimum of two separate sampling events approximately six months apart. One sampling event shall be in the winter. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events.

f). All indoor air, soil gas and sub-slab soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens, and using appropriate attenuation factors for soil gas and sub-slab soil gas.

g). Indoor air quality results shall be compared to the current EPA RSL Resident Air and Industrial Air Screening Levels.

h). Soil gas and sub-slab soil gas sampling results shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens for the proposed use of the Property. Comparison criteria shall be based on the 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.

3). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Hangar Owner shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Hangar Owner shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.H of this Contract.

4). The Department may allow Hangar Owner to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.H of this Contract.

H. Institute reasonable Contamination control measures:

1). Hangar Owner shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all of its contents to the environment.

a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.

b). Hangar Owner 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.

2). Hangar Owner shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property.

a). Corrective measures shall be required for Waste Materials and 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). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.

c). If required, vapor intrusion control measures shall be designed 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 measures to confirm that the vapor mitigation system is effective, and measures 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.

d). Hangar Owner 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, Hangar Owner 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.

e). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Hangar Owner shall propose a Media Management Plan. This plan shall identify procedures for management of contaminated soil and groundwater that may be encountered during development activities on the Property. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.

f). Upon completion of any corrective measures, Hangar Owner 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.

g). 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 management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

1). Hangar Owner 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). Hangar Owner shall abandon the monitoring well(s) installed pursuant to this contract when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended).

HEALTH AND SAFETY PLAN

4. Hangar Owner 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). Hangar Owner 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 Hangar Owner.

PUBLIC PARTICIPATION

5. Hangar Owner 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 Hangar Owner.

   B. Hangar Owner 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 Hangar Owner, LLC under Voluntary Cleanup Contract 16-6397-NRP with the South Carolina Department of Health and Environmental Control." 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 Hangar Owner. 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). Hangar Owner 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). Hangar Owner agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.

      5). Hangar Owner 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, Hangar Owner 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

6. Hangar Owner 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 90 days of the execution date of this Contract 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

7. Hangar Owner 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. Hangar Owner shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

8. Hangar Owner or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from residential, recreational, agricultural, child day care, and adult day care use; and prohibit the use of groundwater on the Property. Additional restrictions may be required based on the response actions completed under this Contract. 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 Hangar Owner. An authorized representative of Hangar Owner 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. Hangar Owner or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.

   C. Hangar Owner 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, Hangar Owner 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 Hangar Owner or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.

   1). Hangar Owner or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.

   2). Hangar Owner 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 Hangar Owner 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. Hangar Owner 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 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

9. 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:

Alex Fulmer, P.E.
Bureau of Land and Waste Management
2600 Bull Street

Columbia, South Carolina 29201

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

Scott Linaberry
1330 Lady Street , Suite #400
Columbia, South Carolina 29201

FINANCIAL REIMBURSEMENT

10. Hangar Owner 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 Hangar Owner on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Scott Linaberry
1330 Lady Street , Suite #400
Columbia, South Carolina 29201

A. 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.

B. 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

11. Hangar Owner agrees the Department has an irrevocable right of access to the Property for environmental response matters after Hangar Owner 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

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

A. Hangar Owner 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 § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Hangar Owner 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 Hangar Owner 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 Hangar Owner or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. Hangar Owner 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. Hangar Owner 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, Hangar Owner, 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. Hangar Owner or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the

Contract copy may be via any commonly accepted mechanism.

B. Hangar Owner 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, Hangar Owner 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, Hangar Owner or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity 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. Hangar Owner, 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 Hangar Owner 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 Hangar Owner'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 Hangar Owner or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Hangar Owner or its Beneficiaries;

5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;

6). Failure by Hangar Owner 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 Hangar Owner or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Hangar Owner's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should Hangar Owner or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Hangar Owner 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 Hangar Owner or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.

E. Upon termination, 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. Hangar Owner 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 SCHWMA § 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 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.
   1). The Department's covenant not to sue Hangar Owner and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Hangar Owner 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 Hangar Owner or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Hangar Owner and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Hangar Owner 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 Hangar Owner and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Hangar Owner 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 HANGAR OWNER

19. Hangar Owner 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. Hangar Owner 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, Hangar Owner and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Hangar Owner and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Hangar Owner or its Beneficiaries. Hangar Owner 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 HANGAR OWNER AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Hangar Owner 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.

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SIGNATORS

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 HEALTH AND ENVIRONMENTAL CONTROL

BY: _____ DATE: _____

Daphne G. Neel, Chief
Bureau of Land and Waste Management

DATE: _____

_____
Reviewed by Office of General Counsel

HANGAR OWNER, LLC

BY: _____ DATE: 5/4/2016

Christian L. Rogers, Authorized Representative
Printed Name and Title

APPENDIX A

Hangar Owner, LLC
Application for Non-Responsible Party Voluntary Cleanup Contract

March 11, 2016