THIS IS CERTIFIED AS A TRUE AND CORRECT COPY
SIGNATURE David Wilkie

VOLUNTARY CLEANUP CONTRACT
15-6018-RP

IN THE MATTER OF
CROWN CORK & SEAL SITE, SPARTANBURG COUNTY
and
CROWN CORK & SEAL COMPANY (USA), INC.

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Crown Cork & Seal Company (USA), Inc., pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Crown Cork and Seal Site ("Site"). The Crown Cork & Seal property is located at 930 Beaumont Ave., Spartanburg, South Carolina ("Property"). The Property includes approximately 16.82 acres and is located in the block defined by Beaumont Ave. on the north, US Hwy 221 on the west, Hwy 9 on the South, and McCravy Drive on the east. The Property is bounded generally by Beaumont Ave. on the north; commercial property on the west; undeveloped land, commercial, and industrial property on the south; and industrial property on the east. The Property is identified by the County of Spartanburg as Tax Map Serial Number 7-08-10-015.01; and a legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, the HWMA, and in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program.

A. "Crown" shall mean Crown Cork & Seal Company (USA), Inc., Crown is authorized to do business in South Carolina with its principal place of business located at One Crown Way, Philadelphia, PA.

B. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.

C. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.

D. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.

E. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.

F. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601(14).

G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of Crown.

H. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.

I. "Site" shall mean all areas where a Hazardous Substance, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.

J. "Successors and assigns" shall mean 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, are not currently, and do not in the future become affiliated with any parties that are independently potentially responsible parties at the Site.

K. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.

L. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

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

A. Crown Cork & Seal Company, Inc. of Philadelphia, Pennsylvania purchased the Property in October 1962 and was authorized to do business in South Carolina on June 14, 1963. Crown Cork & Seal Company, Inc. sold the Property to Crown in December 1996.

Crown was authorized to do business in South Carolina on December 31, 1996. Historically, the facility has been used to manufacture various types of metal cans.

B. A Phase I Site Assessment ("PSA") report dated March 1, 1990, states that Westinghouse Environmental and Geotechnical Services, Inc., performed a PSA at the Site for Crown Cork & Seal, Inc. According to the PSA, four underground storage tanks were excavated and removed from the Site on July 18, 1989. Of those tanks, three 5,000 gallon tanks that were used to store various types of cleaning solvents were removed from excavation #1, and an 8,000 gallon tank that was used to store "spent" solvents was removed from excavation #2. Two soil samples were collected from each excavation and analytical results reportedly indicated the presence of total petroleum hydrocarbons.

C. During additional excavation conducted on September 5 through 7, 1989, soil samples were collected from each excavation and monitored with an organic vapor analyzer (OVA). From OVA field readings, it was determined that all the contaminated soil was removed from excavation #2 but not excavation #1 due to the proximity of the building, the limit of the track hoe at 30 feet and the intersection with the water table at 28'. One soil sample from each excavation was analyzed by a fixed base laboratory for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), ethanol, formaldehyde and TPH. Three VOCs (ethylbenzene, toluene, and xylenes) and four SVOCs (isophorone, naphthalene, and two phthalate compounds) were detected in the soil sample from excavation #1. On September 13 and 14, 1989, eight soil borings were installed near excavation #1 and monitored with an OVA to determine the extent of the soil contamination.

D. Three shallow monitoring wells (MW-1 through MW-3) were installed in January 1991 as approved by the Department. Wells

MW-1 and MW-2 were installed near former excavations #2 and #1, respectively while MW-3 was installed southwest of excavation #1. Samples from the wells were analyzed for VOCs and SVOCs using EPA methods 624 and 625, respectively. Low concentrations of specific VOCs were detected in the sample from MW-1. Toluene and methylene chloride were measured at elevated concentrations in MW-2 (71,000 ug/l, and 12,000 ug/l respectively). No VOCs were measured above laboratory detection limits in MW-3 and SVOCs were not measured above laboratory detection limits in any of the wells.

E. Four additional monitoring wells were installed in August 1992; shallow wells MW-6 and MW-7 (located south and north of excavation #1, respectively) and deep wells MW-4 and MW-5 (which were double-cased and nested with shallow wells MW-1 and MW-2, respectively). All the new and existing wells were sampled in September 1992 with the exception of MW-3 which could not be located at the time of the sampling event. All of the wells sampled were analyzed for VOCs using EPA method 624 while wells MW-1 and MW-2 were additionally analyzed for SVOCs, TPH, lead, biochemical oxygen demand (BOD), pH, oil and grease, iron, and hardness. The sample from MW-2 contained several VOCs at elevated concentrations including; benzene (10,000 ug/l), chloroform (10,000 ug/l), methylene chloride (56,000 ug/l,), methyl isobutyl ketone (560,000 ug/l), and toluene (280,000 ug/l). Wells MW-4 and MW-5 had only very low concentrations of chloroform, MW-6 had low concentrations of chloroform, methyl isobutyl ketone, and toluene, and MW-7 did not have any VOCs measured above laboratory detection limits.

F. Three additional monitoring wells were installed in May of 1993 as approved by the Department; shallow wells MW-8 and MW-9 (south of excavations #2 and #1, respectively) and deep well MW-10

(nested with MW-9). All ten wells on the Property (MW-1 through MW-10) were sampled following installation of the new wells for VOCs and SVOCs by EPA methods 8260 And 8270, respectively. The sample from MW-2 had elevated concentration of specific VOCs, while the remaining wells had VOCs either not detected or detected at concentrations below referenced drinking water standards. None of the wells sampled had SVOCs measured above referenced drinking water standards. The vertical extent of impact was determined to remain within the shallow zone.

G. Quarterly monitoring of MW-2, MW-6, and MW-9 for one calendar year was requested by the Department in a letter dated October 4, 1996 which acknowledged the receipt of the groundwater sampling report for the sampling conducted in May 1996. In a letter dated December 30, 1997 acknowledging receipt of the August 1997groundwater sampling report, the Department approved a two year semi-annual sampling schedule specific to wells MW-2 and MW-6.

H. Semi-annual monitoring of wells MW-2 and MW-6 continued through the second half of 2007 after which the Department requested in a letter dated December 14, 2007 that wells MW-3 and MW-5 be included in the next routine monitoring event and natural degradation indicator parameters be monitored for all wells sampled. The natural degradation parameters requested consisted of; pH, dissolved oxygen, oxidation reduction potential, specific conductivity, ferrous iron, sulfate, nitrate, and methane.

I. Following receipt of the report on the expanded sampling event requested for the first half of 2008 the Department responded in a letter dated April 25, 2008, acknowledging that natural degradation may be occurring but requesting submittal of justification for Monitored Natural Attenuation (MNA) including modeling as an appropriate means of remediation. The letter requested sampling

all ten site wells for natural degradation parameters during the next semi-annual sampling event. This analysis was conducted during the subsequent sampling event. The letter also suggested considering other remedial options.

J. Semi-annual monitoring of specific wells continued following the comprehensive monitoring. Following review of data presented in reports for the March 2009, October 2009 and April 2010 sampling events, the Department indicated in a letter dated September 13, 2010 that natural attenuation was not an acceptable method of remediation at that time and requested submittal of a Remedial Alternatives Analysis/Corrective Action Plan (RAA/CA Plan).

K. The RAA/CA Plan was submitted to the Department on February 1, 2011 and proposed MNA/groundwater mixing zone as the remedial alternative. The plan included presentation of groundwater screening level modeling (BIOSCREEN-AT) which determined the plume extended no more than 150 feet downgradient of the source. In a letter dated March 29, 2011, the Department determined it would not approve MNA or groundwater mixing at that time due to the persistence of toluene in MW-2. The Department also requested continued semi-annual monitoring and that a receptor survey be conducted within a ½ mile radius of the Property.

L. The results of the receptor survey performed in early 2011 were submitted to the Department in a report dated May 2011. No private or public wells were identified within the ½-mile search radius of the Property, However, two streams were identified over ¼ mile from the Property but they appeared to be either side-gradient or up-gradient with respect to the plume.

M. A supplemental groundwater investigation was requested by the Department in a letter dated August 23, 2011 to ensure that the groundwater plume had been fully delineated. A meeting was conducted with representatives from the Department, Crown, and

Crown's environmental consultant on December 6, 2011 and subsequently a supplementary investigation work plan was submitted to address specific concerns expressed by the Department in the meeting. In a letter dated March 30, 2012 the Department approved the supplementary investigation work plan. The results of the supplementary investigation conducted in June 2012 were provided to the Department in a report dated September 2012 which verified the plume had been delineated vertically and horizontally. As proposed in the approved work plan, one additional shallow well (MW-11) was installed down-gradient of the source area and two existing wells (MW-3 and MW-4) were abandoned. In a letter dated August 13, 2013, the Department agreed that the supplementary investigation had adequately defined the groundwater VOC plume in both the horizontal and vertical directions. An annual monitoring schedule was granted by the Department with wells MW-2, MW-5, MW-6, and MW-11 to be sampled for VOCs and natural attenuation parameters and monitoring wells MW-7 and MW-9 to be sampled for natural attenuation parameters only.

N. MW-2 is the only well with contaminant concentrations that exceed federal drinking water maximum contaminant levels with fluctuations in trends of several parameters noted as monitoring has progressed. Reports completed for each routine sampling event and provided to the Department include detailed summaries regarding ongoing temporal fluctuations of both VOC and MNA parameters. In a letter dated August 13, 2013, the Department requested additional time versus concentration graphs for constituents measured in MW-2. Detailed temporal trend summaries (both short and long-term) provided in routine reports will continue to be supplemented by graphical depictions.

O. In a letter dated June 30, 2014, the Department invited Crown to participate in the South Carolina Voluntary Cleanup Program. Crown notified the Department in a letter dated August 26, 2014 of its interest in completing a Voluntary Cleanup Contract.

RESPONSE ACTIONS

3. Crown agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract, a Focused Feasibility Study (FFS) Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The FFS Work Plan shall include the name, address, and telephone number of the consulting firm, the analytical laboratory certified by the Department, and Crown's contact person for matters relating to this Contract. Crown will notify the Department in writing of changes in the contractor or laboratory. The Department shall review the FFS Work Plan for determination of completion and sufficiency of the documentation. If the Department determines that revisions are needed, it will send written notification of such to Crown. Within thirty (30) days of receipt of such letter from the Department, Crown shall submit a revised FFS Work Plan addressing the Department's comments. The FFS Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina.

A. Within sixty (60) days of the Department's approval of the FFS Work Plan, Crown shall submit the Focused Feasibility Study which will address groundwater and any remaining source material. The Department will review the FFS and will notify Crown in writing of any deficiencies in the FFS, and Crown shall respond in writing within thirty (30) days to the Department's comments.

4. If any additional assessment or other field activities are required, Crown shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The

Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Crown.

5. Crown shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by Crown pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Crown shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

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

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

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

Crown: Kenny Gulledge
Crown Cork & Seal
P.O. Box 759
Cheraw, SC 29520

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

PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Crown will reimburse the Department's cost associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. Crown shall, within thirty (30) days of the execution date of this Contract, pay to the Department the sum of four thousand fifty-two dollars and seven cents ($4,052.07) to reimburse estimated past response cost incurred by the Department through March 1, 2015 ("Past Costs") relating to the Site. Crown's payment for Past Costs should be submitted to:

The Department: John K. Cresswell
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

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

Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Crown: Bethany Rapp, EHS Dept.
Crown Cork & Seal Co., Inc.
One Crown Way
Philadelphia, PA 19154

All of Crown's payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). Crown and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If Crown is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Crown.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Crown has completed the actions required under this Contract, Crown shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Crown and witnessed, signed, and sealed by a notary public. Crown shall file this restrictive covenant with the Register of Deeds or Mesne Conveyances in Spartanburg County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Crown or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Crown or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against a responsible party who is not a signatory to the Contract and who is not a signatory's parent, subsidiary, successor or assign.

13. Subject to Paragraph 15, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State

and Federal law.

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

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

Once the Department determines that Crown has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), will give Crown a Certificate of Completion that provides a covenant not to sue to Crown, its signatories, parents, subsidiaries, successors and assigns, for the work done in completing the Response Actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue is contingent upon the Department's determination that Crown successfully and completely complied with the Contract.

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

16. Crown and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should Crown elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action

addressing Contamination identified in this Contract.

17. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
B. Failure to complete the terms of this Contract or the Work Plan;
C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
D. Additional Contamination or releases or consequences at the Site caused by Crown its parents, subsidiaries, successors and assigns;
E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
F. Change in Crown's or its parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract; or
G. Failure by Crown to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

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

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

THIS IS CERTIFIED AS A TRUE AND CORRECT COPY

SIGNATURE

THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

BY: Daphne G. Neel DATE: 7/17/15

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

Claire H. Prince DATE: 7/15/15

Reviewed by Office of General Counsel

CROWN CORK & SEAL (USA), INC.

Michael A Autry DATE: 7/7/15

Signature

Michael A Autry - Vice President EHS

Printed Name and Title

THIS IS CERTIFIED AS A TRUE AND CORRECT COPY

SIGNATURE dw

APPENDIX A

Legal Description of the Property

County of Spartanburg

Tax Map Serial Number 7-08-10-015.01

Fidelity National Title Insurance Company of New York

SCHEDULE C
DESCRIPTION

File No. **02-PHI-0873GD**

ALL THAT tract of land, containing 26.98 acres, more or less, located just north of the City of Spartanburg in Spartanburg County, State of South Carolina, School District No. 7 MD, and bounded on the North by Beaumont Avenue and a 1.26 acres lot owned by Clippard and Moore, on the East by property of McCravy, on the South by property of Olin D. Johnson, on the West by a county Road, U.S. Highway 221, and the 1.26 acres lot owned by Clippard and Moore, and being more particularly described on a survey made for Crown Cork & Seal Company, Inc. dated October 23, 1962 and recorded in the Office of the RMC for Spartanburg County in Plat Book 44, at page 693 as follows:

BEGINNING at an iron pin on the South side4 of Beaumont Avenue, which iron pin is located 203.3 feet from the intersection of Beaumont Avenue and U.S. Highway 221, and running thence along and with Beaumont Avenue, S48° 44' E 971.1 feet to an iron pin; thence S21° 49' W 908.1feet to an iron pin; thence N53° 47' W 1,401.7 feet to an iron pin; thence N9° 15' E 173.7 feet to an iron pin; thence N42° 08' E 567.8 feet to an iron pin; thence S45° 48' E 163 feet to an iron pin; thence S70° 28' E 100 feet to an iron pin; thence N27° 41' E 214.9 feet to an iron pin at the southerly edge of Beaumont Avenue, the point of Beginning.

LESS AND EXCEPTING therefrom that portion of the above-referenced property containing 8.535 acres conveyed by Deed to Spartan Plaza, Inc. from Crown Cork & Seal Company, Inc. dated June 29, 1965 and recorded July 2, 1965 in the Office of the RMC for Spartanburg County in Deed Book 31-L, at page 419 and shown as Lot A on that certain Survey prepared for Crown Cork & Seal Company, Inc. by Neil R. Phillips dated June 7, 1965 and recorded July 2, 1965 in said RMC Office in Plat Book 50, at page 352; 1.083 acres, more or less conveyed by Deed to Spartan Plaza, Inc. from Crown Cork & Seal Company, Inc. Dated February 10, 1966 and recorded February 14, 1966 in the aforesaid Office in Deed Book 32-D at page 573 and shown as Lot B on a survey prepared for Garrett & Garrett by Neil R. Phillips dated October 23, 1965, revised January 31, 1966 and recorded February 14, 1966 in said RMC Office in Plat Book 52, at page 3; and 0.541 acres conveyed by Deed to Spartan Plaza, Inc. from Crown Cork & Seal Company, Inc. dated March 25, 1966 and recorded March 30, 1966 in the said RMC Office in Deed Book 32-H, at page 198 and shown as Lot C on that certain Survey prepared for Garrett and Garrett By Neil R Phillips dated June 7, 1965 and revised March 19, 1966 and recorded in said RMC Office in Plat Book 52 page 202.