

**VOLUNTARY CLEANUP CONTRACT
17-4883-RP**

**IN THE MATTER OF
FORMER SINGER COMPANY SITE, ANDERSON COUNTY
and
ONE WORLD TECHNOLOGIES, INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and One World Technologies, 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 Former Singer Company Site ("Site"). The Former Singer Company property is located at 1428 Pearman Dairy Road, Anderson SC ("Property"). The Property includes approximately 125.50 acres and is bounded generally by Whitehall Road on the north; Pearman Dairy Road on the west; Singer Road on the east; and Camelia and Azalea Drive on the south. The Property is identified by the County of Anderson as Tax Map Serial Number 95-14-02-002-000 and 95-15-01-001. 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 pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to CERCLA, the HWMA, and in regulations promulgated under these statutes.

- A. "OWT" shall mean One World Technologies, Inc. OWT is a Delaware corporation authorized to do business in South Carolina with its principal place of business in South Carolina located at 1428 Pearman Dairy Road, Anderson, South Carolina.
- B. "Contamination" shall mean impact by a Contaminant or Hazardous

SIGNATURE David Wilkin

Substance.

- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "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 § 101, 42 U.S.C. § 9601, *et seq.* and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of OWT.
- H. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential

SIGNATURE David W. [Signature]

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. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- K. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

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

- A. The owners and operators of the Property include the following:
 - i. Jimmie Y. Gettys - 1961
 - ii. Diehl Manufacturing Co. 1961-1963
 - iii. The Singer Company 1963-1988
 - iv. Ryobi Motor Products Corporation 1988-2000
 - v. One World Technologies, Inc. 2000-present
- B. The Site has been utilized for the manufacture of sewing machine components, power tools and floor care products from the early 1960s to 1996. From 1996 to present the building has been used as office and warehouse space.
- C. Prior to OWT's ownership certain substances were discovered in groundwater beneath the Site. The Singer Company and then Ryobi Motor Products Corporation worked with the Department from the late 1980s to 2000 to address the assessment and remediation of

SIGNATURE David Webb

volatile organic compounds (VOCs) in the groundwater at the Site. Since 2000, OWT and the Department have worked cooperatively without a signed contract to complete the investigation. OWT has operated a groundwater extraction system since 2000 at the facility. In 2004 OWT submitted to the Department an engineering design document for the installation of a groundwater cutoff trench (trench). With Department approval, the trench was installed in 2006. Since operation of the trench began it has effectively captured groundwater contaminants from Landfill 2 and concentrations have steadily decreased. In 2016 OWT purchased an additional 24.96 acres of property downgradient of the cutoff trench as an extra measure of protection.

- D. Sources of contamination identified to date at the Site include two old landfill areas and a low level PCE plume area. A former Underground Storage Tank (UST) source area also exists on the Property. The UST area is not included in this Contract as it is being addressed by OWT in cooperation with the Department's UST Division. Considerable environmental investigations to date have not revealed sources other than the UST area, the PCE Plume area and two old landfills. The landfills are currently capped and have not operated since the late 1960's. Geophysics and trenching were completed in the landfill areas to try to identify targets for removal. No distinct removal targets were identified. To date groundwater contamination has not impacted surface water nor migrated beyond site boundaries. All known groundwater contaminant sources are currently being controlled by extraction wells and the trench. Groundwater concentrations are consistently trending downward. VOC concentrations in the PCE plume area dropped below MCL levels several years ago. With Department approval, extraction well EW-7 was shut down for approximately two years but was restarted in 2016 due to a slight rebound of VOCs in the vicinity of EW-7.

SIGNATURE David Wilkin

- E. The Singer Company initiated a Site investigation in 1985. Subsequent investigations conducted between 1985 and 1999 were completed in an effort to determine the extent of the groundwater and soil impacts. Documents of findings submitted to the Department included assessment reports dated April 1986, May 1988, May 1997, June 2000, April 2001, November 2002, August 2003, March 2011, September 2012, April 2013 and monitoring reports through 2016.
- F. OWT and its predecessors have been implementing corrective measures at the site since 1987. Groundwater extraction has occurred since the late 1980s with various upgrades through time including the installation of the trench in 2006. OWT currently operates six extraction wells across the property, four in the landfill areas, one in the PCE plume area and one in the UST area. Groundwater contaminant levels in the PCE plume area have dropped to near MCL levels. Freon is the primary contaminant remaining in the landfill area. Freon does not currently have an MCL.
- G. As of April 1, 2017, the Department has incurred approximately twenty thousand two hundred ninety-eight dollars ninety-six cents (\$20,298.96) in Past Costs at the Site. The Department is aware that additional costs have been incurred and that this figure is based on information available to the Department and reserves its right to amend, change, and/or update this Past Costs figure.

RESPONSE ACTIONS

3. OWT agrees to submit to the Department for review and written approval, the following reports and plans (hereafter "Plans") for the Site which are consistent with the technical intent of the National Contingency Plan. The Plans shall be implemented upon written approval from the Department. The Plans shall include the names, addresses, and telephone numbers of the consulting firm performing the work, the analytical laboratory retained by OWT and certified by the Department, and OWT's contact person for matters relating to this Contract. OWT will notify the Department in writing of changes

in the contractor or laboratory. The Department will review the Plans and will notify OWT in writing of any deficiencies in the Plans, and OWT will respond in writing to the Department's comments within thirty (30) days of OWT's receipt of the Department's notice of any deficiency. The Plans 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 60 days of execution of this Contract, submit to the Department a Data Summary Report. This report should confirm existing information regarding the nature and extent of chlorinated solvent and Freon contamination at the Site, and identify any potential data gaps. If data gaps are identified, and the Department determines that additional assessment is required, OWT shall submit a data gap evaluation work plan;
- B. Upon approval of the data gap evaluation work plan, OWT will conduct assessment as required by the work plan. Upon completion of the sampling OWT will submit a Data Gap Evaluation Report;
- C. Within 90 days of execution of this contract, submit to the Department a receptor survey and an Operation, Maintenance and Monitoring Plan (O&M) for continued operation of the groundwater extraction system and groundwater monitoring. The O&M plan should also determine COC concentration levels at which the groundwater extraction system can potentially be shut down;
- D. If determined necessary by the Department, conduct a Feasibility Study or other evaluation of remedial and /or removal alternatives for addressing Contamination at the Site.

4. OWT 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

SIGNATURE David Wren

implementation of the Health and Safety Plan by OWT.

5. OWT 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 OWT pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, OWT 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) nationally recognized overnight delivery service company, or (D) hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

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

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

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE David Wilkin

OWT: Kent Coleman
Environmental, Fire and Life Safety Manager
1428 Pearman Dairy Road
Anderson, SC 29625

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. OWT will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. OWT shall, within sixty (60) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of twenty thousand two hundred ninety-eight dollars ninety-six cents (\$20,298.96) to reimburse estimated past response cost incurred by the Department through April 1, 2017 ("Past Costs") relating to the Site. OWT's payment for Past Costs should be submitted to:

The Department: Linda Jackson
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

In accordance with §§ 44-56-200 and 44-56-740, OWT 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:

OWT: Kent Coleman
Environmental, Fire and Life Safety Manager
1428 Pearman Dairy Road
Anderson, SC 29625

All of OWT'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). OWT 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 OWT 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 OWT.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after OWT has completed the actions required under this Contract, OWT 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 OWT and witnessed, signed, and sealed by a notary public. OWT shall record this restrictive covenant with the Register of Deeds or Mesne Conveyances in Anderson 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 OWT or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. OWT 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. Upon execution of this Contract by the Department, OWT, its signatories, parents, subsidiaries, successors and assigns shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2), S.C. Code Ann. § 44-56-200, for the matters addressed in this Contract. "Matters addressed" are all Response Actions taken or to be taken at or in connection with this Site under this Contract and any subsequent amendments to this Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to this Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, OWT may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B), S.C. Code Ann. §

SIGNATURE David Wilk

44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to the Department's execution of this Contract, and shall commence upon publication of the notice of this proposed Contract in the *South Carolina State Register*.

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

14. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

15. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against OWT for any matters not expressly addressed by and settled through this Contract.

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

Once the Department determines that OWT 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 OWT a Certificate of Completion that provides a covenant not to sue to OWT, its signatories, parents, subsidiaries, successors and assigns for the work done in completing the Response Actions specifically covered in this Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are contingent

SIGNATURE David Wilkin

upon the Department's determination that OWT successfully and completely complied with this Contract.

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

17. OWT 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 OWT elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

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

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by OWT, 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 OWT's or its parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the Property

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE David Wilkin

that are inconsistent with the terms and conditions of this Contract;

or

- G. Failure by OWT to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

19. Upon termination of this Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of this Contract by OWT or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

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

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE David Wilkin

THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

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

DATE: 9/7/17

Clair
Reviewed by Office of General Counsel

DATE: 8/30/17

ONE WORLD TECHNOLOGIES, INC.

Bette Ann Brautigam
Signature

DATE: 7-10-17

Bette Ann Brautigam, Treasurer
Printed Name and Title

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE David Wilkin

APPENDIX A

Legal Description of the Property

County of Anderson

Tax Map Serial Number 95-14-02-002-000 and 95-15-01-001

ALL OF THAT CERTAIN LAND SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF ANDERSON, SCHOOL DISTRICT #5, CONTAINING 100.54 ACRES, MORE OR LESS, AND BEING SHOWN AND DEPICTED ON A PLAT OF SAME PREPARED BY JAMES R. FREELAND, RLS #4781, FREELAND-CLINKSCALES AND ASSOCIATES, INC., ENGINEERS AND LAND SURVEYORS, DATED JULY 12, 1988, SAID PLAT BEING OF RECORD IN THE OFFICE OF THE CLERK OF COURT FOR ANDERSON COUNTY, SOUTH CAROLINA, IN SLIDE 23 AT PAGES 3 AND 4, SAID PARCEL OF LAND HAVING THE METES, BOUNDS, COURSES AND DISTANCES AS APPEAR UPON SAID PLAT WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO AND MADE A PART HEREOF.

THIS BEING THE SAME PROPERTY CONVEYED UNTO RYOBI MOTOR PRODUCTS CORP. BY DEED FROM THE SINGER COMPANY DATED AUGUST 17, 1988, AND RECORDED AUGUST 17, 1988, IN THE OFFICE OF THE REGISTER OF DEEDS FOR ANDERSON COUNTY, SOUTH CAROLINA, IN DEED BOOK 712 AT PAGE 299.
TMS 95-14-02-000

And:

All that certain piece, parcel or tract of land situate, lying and being in Centerville Township, County of Anderson, State of South Carolina, containing 24.96 acres and being shown on a plat of same made by William G. Cavedo, PE, PLS No. 12235 dated March 22, 2017 recorded in the Office of the Register of Deeds for Anderson County, SC in Slide _____ at page; _____ reference is made to said survey for a more complete detailed course and distance description.

This is the same property conveyed to the Grantor herein by deed of William B. Pickens, Trustee of the William B. Pickens Revocable Trust restated December 11, 2009 and Harold A. Pickens, III, Robert C. Pickens and George D. Pickens, Co-Trustees of the Trust Agreement of Constance S. Pickens, dated February 21, 2003, said deed dated August 10, 2016 recorded August 11, 2016 in Book 12441 page 116, and Quit-Claim Deed from William B. Pickens, Individually and Harold A. Pickens, III, Robert C. Pickens and George D. Pickens, as Personal Representatives of Constance S. Pickens, deceased dated August 10, 2016 recorded August 11, 2016 in Book 12441 at page 109, records of Anderson County, SC.
TMS 95-15-01-001