

**VOLUNTARY CLEANUP CONTRACT
18-5982-RP**

**IN THE MATTER OF
ABBOTT LABS SITE, SPARTANBURG COUNTY
and
ABBOTT LABORATORIES**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Abbott Laboratories, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 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 Abbott Labs Site located at 575 John Dodd Road in Spartanburg, South Carolina ("Property"). The Property includes approximately 23.39 acres and is bounded generally by John Dodd Road on the north; industrial properties and Derrick Road on the east; Norfolk Southern Railroad and spur on the south; and Norfolk Southern Railroad beyond which is North Blackstock Road on the west. The Property is identified by the County of Spartanburg as Tax Map Serial Number 2-54-00-010.00 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 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. "Abbott" shall mean Abbott Laboratories, an Illinois corporation with its principal place of business located at 100 Abbott Park Road, Abbott Park, Illinois, 60064.
- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance released by Abbott during Abbott's ownership or

- occupancy of the Property.
- 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 that was subject to ownership, prospective ownership, or possessory or contractual interest of Abbott.
 - 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. "The 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 as a result of Abbott's activities at the Property; "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 Property was initially developed in the late 1950s and was used to manufacture latex-based medical and health care products. Abbott purchased the Property in 1971, and continued to manufacture latex-based products. Abbott sold the Property in 1988. Latex products continued to be manufactured at the Property until 1995. Since 1995, the Property has been used by various entities to manufacture specialty plastic and paper products.
- B. Environmental site assessment activities began at the Property in January 1988 and initially focused on four (4) fuel oil underground storage tanks (USTs) and one 2,000-gallon ethanol UST. Chlorinated volatile organic compounds (VOCs) were detected in soil and groundwater samples taken in the vicinity of the ethanol tank. In

March 1988, shallow soil samples were collected in four (4) areas of the Property with discolored surface soils. VOCs, semi-volatile organic compounds (SVOCs), and Target Analyte List (TAL) metals were detected in soil samples. Soil borings were also advanced at locations throughout the southern portion of the Property and VOCs were detected in these samples.

- C. Phase II site assessment activities were conducted in April-May 1988. Chlorinated VOCs were detected in groundwater. A water supply well survey was also conducted within 1,500 feet of the Property. No water supply wells were identified within 1,500 feet of the Property.
- D. The 2,000-gallon ethanol UST was removed from the Property in September 1988. Confirmation soil samples detected only 2-hexanone in the ethanol tank pit.
- E. Additional site assessment activities were performed in late 1988 and 1989 to define the horizontal and vertical extent of groundwater VOC impacts on the Property.
- F. A groundwater extraction and treatment system consisting initially of four (4) extraction wells began operating in January 1991. Quarterly groundwater monitoring and reporting began in April 1991.
- G. In June-July 1992, a soil gas survey was performed in the area around PZ-5, located along the southwestern side of the building (Rail Spur Area). Soil samples were analyzed for VOCs. Select soil samples were also analyzed for SVOCs and eight (8) Resource Conservation and Recovery Act Metals. Analytical results indicated soil trichloroethylene (TCE) impacts in this area. Barium, lead, and mercury were also detected in soil samples.
- H. Two (2) phases of supplemental groundwater investigations for VOCs were performed in April 1995 and April 1996.
- I. A bedrock groundwater assessment was conducted in 1996 following the detection of TCE in groundwater samples collected

from the only bedrock well at that time, MW-112. Two additional deep bedrock wells (BMW-113 and BMW-114) were installed and sampled. VOCs were not detected in either of the new bedrock wells. A water well survey was also conducted within a one-half mile radius of the Property. No water supply wells were identified within one-half mile radius of the Property. In 1998, four (4) additional saprolite groundwater extraction wells were installed and added to the extraction system.

- J. Additional soil sampling for VOCs was performed in the Rail Spur Area in April 1996. In 1998, a soil vapor extraction (SVE) system consisting of eleven (11) SVE wells and one dual-purpose well (groundwater extraction and soil vapor extraction) was installed and began to operate in the Rail Spur Area.
- K. Extensive investigation activities were performed in July 2001 to determine if additional VOC source areas existed. An additional historical VOC source area near the former maintenance shop was identified.
- L. A risk and remedial alternative evaluation was conducted in 2001. A site conceptual model indicated that there were three (3) main VOC source areas on the property: the former Maintenance Shop/Chemical Storage Area, the Rail Spur Area, and the Former Drain Tile Field (near the south corner of the Property). A groundwater remediation strategy was developed using *in situ* bioremediation combined with modifications to the groundwater extraction system.
- M. Vertical groundwater profiling to determine target injection locations and depths was performed in August 2002. In late 2002, six (6) observation wells were installed, extraction wells EW-1, EW-5, and EW-9 were shut down, and the pilot test of eighteen (18) injection borings was completed under underground injection control permit #652. Pilot test performance monitoring was conducted between

December 2002 and May 2003.

- N. In August 2002, soil sampling was conducted in the Rail Spur Area to assess the effectiveness of the SVE remediation system. Abbott demonstrated that remaining low-level VOC concentrations in soil did not pose a significant risk to human health or groundwater. The SVE system was shut down in January 2003 with Department approval.
- O. Discrete sampling of various vertical intervals was performed in August 2004. Based on these results, the screened intervals of extraction wells EW-6, EW-7, and EW-8 were modified (made shallower) to optimize groundwater withdrawal from the most impacted zones.
- P. Abbott submitted a revised remedial design for full-scale *in situ* bioremediation to the Department in November 2004. The revised design proposed injections in areas behind the main building and beneath portions of the main building. A baseline groundwater monitoring event was conducted in early December 2004 and injections for full-scale *in situ* bioremediation were performed between mid-December 2004 and January 2005, following Department approval of the revised remedial design. Abandonment of thirty-two (32) monitoring/extraction wells and eleven (11) SVE wells and associated plumbing was performed in January 2005 following Department approval.
- Q. Groundwater monitoring and reporting for the full-scale *in situ* bioremediation program has been performed since 2005. Monitoring shows the *in situ* bioremediation effort was successful in decreasing groundwater TCE concentrations when compared to the December 2004 baseline data. However, current data suggests rebounding VOC concentrations in certain areas at the Site, especially for TCE.
- R. Beginning in May 2013, Abbott submitted several Work Plans and Work Plan addenda to investigate vapor intrusion (VI).

- S. Beginning in May 2014, Abbott submitted two (2) work plans and one work plan addendum to expand the Remedial Investigation (RI) of subsurface soils and groundwater at the site.
- T. In 2017 and 2018, two (2) phases of supplemental RI soil and groundwater sampling were conducted. The initial work phase occurred in August 2017 and a findings report was submitted to the Department in November 2017. Based on the August 2017 RI sampling results, an expanded phase of the RI was conducted from April 2018 through December 2018.
- U. In July 2018, Abbott submitted a Preliminary Engineering Report (PER) and Basis of Design document to the Department for a full-scale subsurface vapor mitigation system. System construction was implemented in December 2018.
- V. Abbott has provided reports to determine the extent of soil and groundwater contamination and to document remedial activities. A list of those reports is provided in Appendix B of this Contract.
- W. On November 16, 2012, the Department invited Abbott to enter the Department's Voluntary Cleanup Program (VCP) in order to enter into a Voluntary Cleanup Contract with the Department at the Site and Abbott voluntarily agreed to enter the VCP.
- X. Abbott agrees to provide the necessary information and/or additional investigation if so requested by the Department in order to complete the Voluntary Cleanup Contract.
- Y. As of June 1, 2019, the Department has incurred approximately seventeen thousand nine hundred ninety eight dollars and thirty-six cents (\$17,998.36) in Past Costs at the Site. The Department is aware 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. Abbott agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for completing the remediation of the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The parties to this Contract acknowledge that a substantial amount of investigation work and remediation work has been performed at this Site over the past twenty-five (25) years by Abbott, with Department approval. The parties agree that the Work Plan to be developed will identify data gaps and additional investigation necessary to complete the remediation of the Site in accordance with the terms of this Contract. Department will determine if this past work wholly or substantially satisfies some of the requirements for the Work Plan. Therefore, it is agreed that any response actions that have been completed and that meet the conditions of the Contract shall be deemed to satisfy the applicable elements of the Work Plan provided for in this Paragraph 3. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Abbott's contact person for matters relating to this Contract. Abbott will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Abbott in writing of any deficiencies in the Work Plan, and Abbott will respond in writing to the Department's comments within thirty (30) days. The 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 and shall set forth methods and schedules for accomplishing the following tasks:

- A. Investigation and assessment of the remaining source, nature, and extent of Contamination at the Site.
- B. Submit to the Department an Investigation and Assessment Report or addenda to existing report, to include evaluation of pathways which could potentially impact human health and the environment in accordance with the schedule in the approved Work Plan. The Department shall review the report for determination of completion

of the assessment and sufficiency of the documentation. If the Department determines that data gaps remain, such that evaluation of appropriate response actions cannot reasonably be achieved, it will send written notification of such to Abbott, and Abbott shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to Abbott a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, Abbott shall submit a revised report addressing the Department's comments.

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

5. Abbott 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 Abbott pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and quarterly thereafter (or at another frequency agreed to by both the Department and Abbott), Abbott 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 written correspondence by either party to the other shall be 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

Abbott: Keith Marhefka
Abbott Laboratories
200 Abbott Park Road
Dept. 539, Bldg. AP52-S
Abbott Park, IL 60064
keith.marhefka@abbott.com

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. Abbott will pay costs of response associated with public participation

(e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

COSTS OF RESPONSE

9. Abbott shall, within thirty (30) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of seventeen thousand nine hundred ninety eight dollars and thirty-six cents (\$17,998.36) to reimburse estimated past costs of response incurred by the Department through June 1, 2019 ("Past Costs") relating to the Site. Abbott'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 S.C. Code Ann. §§ 44-56-200 and 44-56-740, Abbott 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:

Abbott: Keith Marhefka
Abbott Laboratories, Inc.
200 Abbott Park Road
Dept. 539, Bldg. AP52-S
Abbott Park, IL 60064

All of Abbott'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 of response 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. Abbott does not own the Property but has been granted access to the Property for purposes of investigation and response actions. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site by Abbott 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). Abbott, 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 Abbott is unable to obtain access from the Property owner, the Department may obtain access to perform Response Actions with reasonable review and input by Abbott. All of the Department's costs associated with any Response Actions performed by the Department to address the Contamination will be reimbursed by Abbott.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Abbott has completed the Response Actions required under this Contract, Abbott shall request the then-current Property owner to enter and file a restrictive covenant. Upon the Property owner's and the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department, representatives of Abbott, and the owner of the Property, and witnessed, signed, and sealed by a notary public. Abbott shall request the Property owner file this restrictive covenant with the Register of Deeds in the county in which the Property is located. 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. To the extent allowed by law, the Department may require Abbott or an owner of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. The restrictive covenant may provide that Abbott or the current 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 as provided for in the restrictive covenant. If Abbott and the Property owner are unable to reach agreement on the restrictive covenants, Abbott and the Department shall negotiate the alternative institutional controls or additional response actions that are deemed necessary to allow the Department to issue a Certificate of Completion. If the parties cannot reach agreement on alternative institutional controls or additional response actions, this Contract may be terminated by Abbott in accordance with Paragraph 17.

OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, Abbott, 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 the Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to the Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, Abbott may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B), S.C. Code Ann. § 44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the notice of the proposed Contract in

the *South Carolina State Register*.

13. Subject to 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, past or future, that the Department may have against any person, firm, or corporation not a signatory of this Contract or such signatory's parent, successor, assign, or subsidiary.

14. Subject to 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 Abbott for any matters not expressly included in this Contract.

16. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraph 3 above, Abbott shall submit to the Department a written notice of completion.

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

In consideration of the Department's covenant not to sue, Abbott, 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. Abbott reserves 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 Department. Should Abbott 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 Abbott;
 - E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
 - F. Change in Abbott'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 Abbott to obtain the applicable permits from the Department for any response actions or other activities undertaken at the Property for which Abbott is responsible.

19. Upon termination of this Contract under Paragraphs 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 Abbott 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 and enter into this Contract on behalf of their respective parties.

SIGNATURE Elisee Vincent

THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: [Signature] DATE: 4-6-2020
Henry J. Porter, Chief
Bureau of Land and Waste Management
Environmental Quality Control

[Signature] DATE: 4/3/20
Reviewed by Office of General Counsel

ABBOTT LABORATORIES

BY: [Signature] DATE: 31 JAN' 2020
Signature

SVP, QUALITY OPERATIONS, ABBOTT
Its Title

J. SCOTT HOUSE
Printed Name

APPENDIX A

Legal Description of the Property

County of Spartanburg

Tax Map Serial Number 2-54-00-010.00

All that tract or parcel of land, located at Bond Park near Sigsbee in Spartanburg County, SC and containing 23.397 acres, more or less, as shown on plat of As-Built Survey for Sam Chebeir (Sheet 1 of 2), dated April 27, 1988, revised May 17, 1988, further revised October 20, 1994, prepared by Neil R. Phillips, PLS, and more particularly described as follows:

BEGINNING at a nail and cap in the center of the right-of-way of Southern Railway System at its intersection with the center of U.S. Highway No. 60, and running thence, along and with the center of S.C. Highway No. 60, N. 55-28-33 E. 1,629.78 feet to a nail and cap; thence, N. 52-16-45 E. 165.87 feet to a nail and cap at the intersection of S.C. Highway No. 60 and S.C. Highway No. 750; thence, along and with the right-of-way of S.C. Highway No. 750, S. 34-11-11 E. 530.10 feet to a nail and cap in the center of the right-of-way of Southern Railway spur track; thence, along and with the center of the right-of-way of the aforesaid spur tract, S. 53-52-25 W. 1,268.43 feet to a nail and cap; thence continuing along and with the right-of-way of the aforesaid spur track, the following courses and distances: S. 46-44-40 W. 100.71 feet; S. 35-37-06 W. 99.85 feet; S. 25-22-54 W. 100.35 feet; S. 13-52-53 W. 98.19 feet; S. 3-13-56 E. 122.69 feet to an old iron pin; N. 82-50-45 W. 90.48 feet to a nail and cap in the center of Southern Railway System right-of-way; thence, along and with said right-of-way, N. 37-27-52 W. 766.70 feet to a nail and cap, the point of beginning.

ALSO An easement ten (10') feet in width for the benefit of Tracts A and B as created by Agreement between the Garven Corporation and the Poly Products Co. by document recorded in Deed Book 34-A at page 323 and Agreement between P. Garven, Inc. and the Poly Products Co. by document recorded in the Deed Book 34-A at page 326, for the construction, operation and maintenance of a drainage ditch running from Tract A and B as shown on plat for Baxter Healthcare Corporation dated April 27, 1988, revised May 17, 1988, further revised October 20, 1994, prepared by Neil R. Phillips, PLS, subject to the terms, provisions and conditions set forth in said Agreement.

APPENDIX B

List of Reports Relating to Investigations, Findings, Assessments, and Remediation/Removal Actions at the Site

- Preliminary Subsurface Investigation Underground Storage Tanks, RUST Environment & Infrastructure, Inc., February 26, 1988.
- Phase II Site Assessment and Phase III Work Plan, RUST Environment & Infrastructure, Inc., August 1, 1988.
- Removal of Underground Storage Tanks, SIRRINE Environmental Consultants, Inc., November 1, 1988.
- Phase III Site Assessment, SIRRINE Environmental Consultants, Inc., December 1, 1988.
- Analytical Results from Monitoring Well Sampling (4/19/89 to 4/20/89), SIRRINE Environmental Consultants, Inc., June 2, 1989.
- Summary of Findings from the HydroPunch Effort Conducted in May-June 1989, SIRRINE Environmental Consultants, Inc., July 24, 1989.
- Analytical Results from Well Sampling (7/12 to 7/14/89), SIRRINE Environmental Consultants, Inc., September 7, 1989.
- Analytical Results from Quarterly Well Sampling, SIRRINE Environmental Consultants, Inc., May 28, 1991.
- Analytical Results from Quarterly Well Sampling, SIRRINE Environmental Consultants, Inc., August 6, 1991.
- Analytical Results from Quarterly Well Sampling, SIRRINE Environmental Consultants, Inc., October 22, 1991.
- Analytical Results from Quarterly Well Sampling, SIRRINE Environmental Consultants, Inc., January 10, 1992.
- Analytical Results from Quarterly Well Sampling, SIRRINE Environmental Consultants, Inc., April 10, 1992.
- Groundwater Extraction / pH Control System Startup and Analytical Results from Quarterly Well Sampling, SEC Donohue Environment & Infrastructure, Inc., July 14, 1992.
- PZ-5 Source Control Alternatives, SEC Donohue Environment & Infrastructure, October 27, 1992.
- Analytical Results from 1992 Third Quarter Well Sampling, SEC Donohue Environment & Infrastructure, Inc., July 14, 1992.
- Analytical Results from 1992 Fourth Quarter Well Sampling, SEC Donohue Environment & Infrastructure, Inc., January 29, 1993.
- Analytical Results from 1993 First Quarter Well Sampling, RUST Environment & Infrastructure, Inc. April 30, 1993.
- Analytical Results from 1993 Second Quarter Well Sampling, RUST Environment & Infrastructure, Inc., July 21, 1993.
- Analytical Results from 1993 Third Quarter Well Sampling, RUST Environment & Infrastructure, Inc., October 15, 1993.
- Analytical Results from 1993 Fourth Quarter Well Sampling, RUST Environment & Infrastructure, Inc., January 28, 1994.

- Analytical Results from 1994 First Quarter Well Sampling, RUST Environment & Infrastructure, Inc., April 27, 1994.
- Analytical Results from 1994 Second Quarter Well Sampling, RUST Environment & Infrastructure, Inc., July 28, 1994.
- Analytical Results from 1994 Fourth Quarter Well Sampling, RUST Environment & Infrastructure, Inc., October 31, 1994.
- Analytical Results from 1994 Fourth Quarter Well Sampling, RUST Environment & Infrastructure, Inc., January 27, 1995.
- Data Summary and Evaluation Report, RUST Environment & Infrastructure, Inc., March 1, 1995.
- Analytical Results from 1995 First Quarter Well Sampling, RUST Environment & Infrastructure, Inc., May 5, 1995.
- Analytical Results from 1995 Second Quarter Well Sampling, RUST Environment & Infrastructure, Inc., July 31, 1995.
- Supplemental Groundwater Investigation Report, RUST Environment & Infrastructure, Inc., June 14, 1995.
- Supplemental Groundwater Investigation Report, RUST Environment & Infrastructure, Inc., June 7, 1996.
- Soil Vapor Extraction and Dual Phase Vacuum Extraction Test Work Plan, RUST Environment & Infrastructure, Inc., October 1, 1996.
- Saproliite Groundwater Extraction and Well Installation Work Plan, RUST Environment & Infrastructure, Inc., October 1, 1996.
- Bedrock Assessment Report, RUST Environment & Infrastructure, Inc., December 1, 1996.
- Soil Vapor Extraction and Dual Phase Vacuum Extraction Pilot Test Results, RUST Environment & Infrastructure, Inc., March 1, 1997.
- Contaminant Source Area Investigation, InteGreyted Consultants, LLC, November 1, 2001.
- Risk and Remedial Alternative Evaluation, InteGreyted Consultants, LLC, December 1, 2001.
- HRC Pilot Test - Observation Well Installation and Sampling Results and Pilot Test HRC Injection, InteGreyted Consultants, LLC, November 15, 2002.
- Final Report: SVE System Soil Confirmation Sampling and Analytical Results, InteGreyted Consultants, LLC, December 23, 2002.
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