



Article #: 92148969009997901406628062

November 21, 2016

CONFIDENTIAL SETTLEMENT NEGOTIATIONS COMMUNICATION

CERTIFIED MAIL

Mr. Mark Yohman
Director, Environmental Affairs
Lennox International Inc
2140 Lake Park Blvd (3T)
Richardson, TX 75080

Re: Proposed Voluntary Cleanup Contract;
Ducane Company Site, Barnwell County;
BLWM File #401356

Dear Mark:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 16-5848-RP, which was executed by the Department on November 17, 2016.

Pursuant to Paragraph 3.A., Lennox International Inc (Lennox) will submit a Work Plan by December 19, 2016. Further, pursuant Paragraph 9, Lennox must pay to the Department by certified or cashier's check, the sum of \$8,820.17 to reimburse past costs incurred by the Department. Payment for past costs shall be paid by December 19, 2016, and submitted to:

David Wilkie
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

Thank you for your patience and cooperation in this matter. The Department looks forward to working with Lennox to address this Site under the South Carolina Voluntary

Cleanup Program. Should you wish to further discuss the terms of the contract, please telephone either Gary Stewart at 803-898-0778, or me at 803-898-0840.

Yours very truly,



Pat L. Vincent, Environmental Health Manager
Site Assessment, Remediation & Revitalization Division
Bureau of Land and Waste Management

Enclosure

cc: G. Ken Taylor, L&WM (w/ enclosure)
R. Gary Stewart, L&WM (w/ enclosure)
Travis Fuss, Aiken Area Director (w/ enclosure)
Addie S. Walker (w/enclosure)
Linda Jackson (w/enclosure)
Shawn E. Reed (w/enclosure)

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY -
SIGNATURE J. White

**VOLUNTARY CLEANUP CONTRACT
16-5848-RP**

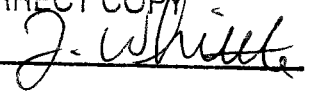
**IN THE MATTER OF
DUCANE COMPANY SITE, BARNWELL COUNTY
and
LENNOX INDUSTRIES INC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Lennox Industries 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 Ducane Company Site ("Site"). The facility property is located at 118 West Main Street, in Blackville, South Carolina ("Property"). The Property is bounded generally by residential property to the east and southeast; West Main Street; undeveloped Norfolk Southern property and farmland to the south; and undeveloped property to the west and north. The Property, which is approximately 105 acres with 19 acres developed, is identified by the County of Barnwell as three parcels: tax map series numbers, 105-14-00-001, part of 105-15-02-001 and 105-15-02-003. A legal description of the Property is attached to this Contract as Appendix A.

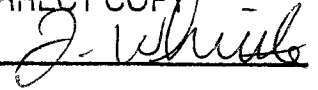
DEFINITIONS

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. "Lennox" shall mean Lennox Industries Inc. Lennox is a Delaware corporation with its principal place of business located at 2100 Lake Park Boulevard, Richardson, TX 75080.



- B. "Contamination" shall mean impact by a Contaminant or Hazardous 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. "Petroleum" and "Petroleum Product" shall mean crude oil or any fraction of crude oil, which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds for each square inch absolute), including any liquid, which consists of a blend of petroleum and alcohol and which is intended for use as a motor fuel.
- G. "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
- H. "Property" as described in the legal description attached as Appendix A.
 - I. "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.
 - J. "Site" shall mean all areas where a Hazardous Substance, Petroleum, Petroleum Product, 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.
 - 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 and/or based on information and belief, the following findings are asserted for purposes of this Contract:

- A. Through a series of real property transfers from November 17, 1971 through June 20, 1979, Ducane Heating Corporation and Sette-D Realty, Inc. became the property owners of what is now referred to as TMS Numbers 105-14-00-001, 105-15-

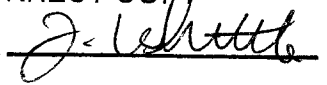


02-001, and 105-15-02-003. Ducane Heating Corporation manufactured gas grills, furnaces, and air conditioners at the facility.

- B. In February 1985, Ducane Heating Corporation changed its name to The Ducane Company, Inc.
- C. In October 1999, Lennox acquired the heating and air conditioning (HVAC) division of the Ducane business. In an inter-company transfer by Lennox, the facility operating at the Property was Allied Air Enterprises, Inc. (Allied), while Lennox transferred the Property to its division, Excel Comfort Systems, Inc. In 2006, Excel Comfort Systems, Inc. merged into Allied Air Enterprises, Inc.; and in December 2011 Allied Air Enterprises, Inc. converted to Allied Air Enterprises, LLC.
- D. In September 1999, Contamination was discovered in the soil and the groundwater during an assessment performed on behalf of Lennox. Soil samples collected from 15 soil borings were analyzed for Semi-Volatile Compounds (SVOCs) and Volatile Organic Compounds (VOCs). Chlorinated VOCs, specifically, perchloroethene (PCE); trichloroethene (TCE); 1,2-dichloroethene (1,2-DCE); 1,1-dichloroethene (1,1-DCE); vinyl chloride (VC); and 1,1,2-trichloroethane (1,1,2-TCA); as well as petroleum constituents, specifically benzene, ethyl benzene, toluene, xylene and naphthalene, were detected in the shallow groundwater and soil, some at levels exceeding their Maximum Contamination Levels (MCLs). Five areas of concern (Areas 1-5) with possible sources of Contamination were identified. Initially, the former paint system located in the western portion of the facility was believed to be a source, and this paint system was removed in 1992.



- E. In 2000, three separate groundwater plume areas were identified: at MW/1D and MW-7 (both in Area 1), at MW-5 (Area 4), and at MW-3/3D (Area 3).
- F. Assessment continued and in 2001 a pilot study for chemical oxidation of the VOCs using Fenton's Reagent was conducted. The Pilot Study results indicated that this technology should be effective for the groundwater and soil. Further assessment, including soil sampling, indicated that the newly-installed paint system and the former western paint system were not sources of the groundwater contamination. Instead, there was soil Contamination in Area 1 adjacent to the upgradient Property boundary.
- G. A Corrective Action Plan for injecting Fenton's Reagent was implemented full scale in February 2002.
- H. In March 2002, Sette-D Realty, Inc. merged into Ducane Gas Grills, Inc.
- I. Breaching occurred in 22 of the 31 injection points and some of the groundwater Contaminant concentrations rebounded. Potassium permanganate was then injected in late 2002.
- J. In 2003, sodium lactate was injected in Area 2 to enhance the biodegradation processes for the Contaminants left after the chemical oxidation.
- K. In 2003, Ducane Gas Grills, Inc. filed Chapter 11 bankruptcy and in 2004, began operating as DGG, Inc. In March of 2004, the Ducane Company, Inc. changed its name to Ducane Gas Grills, Inc. and in September 2010 dissolved.
- L. In 2004, on behalf of Allied, Anaerobic BioChem was injected in Area 5 to treat any remaining soil Contamination under the facility floor.



- M. In 2006, Lennox applied for a Mixing Zone permit for the treatment of the groundwater. The Department denied this permit request as the plume was believed to be unstable.
- N. In September 2006, Excel Comfort Systems, Inc. ceased its operations in South Carolina.
- O. In 2008, Allied injected ABC Plus compound in Areas 1, 3, and 4 to further decrease the Contaminant concentrations in the groundwater. Also, groundwater monitoring continued.
- P. In February 2009, Allied announced plans to cease operations at Blackville. Allied ceased operating at the Property in 2010.
- Q. In September 2010, DGG, Inc. dissolved.
- R. In 2011, Lennox submitted a work plan for further soil assessment in the area of MW-3 and for the installation of additional wells. This work plan was approved by the Department.
- S. In 2012, six production wells on the Property were abandoned.
- T. On January 24, 2012, Excel Comfort Systems Inc. sold the Property to Barnwell County Economic Development Corporation (BCEDC). On March 30, 2012, NK Newlook, Inc. purchased the Property's parcels with tax map numbers 105-15-02-001 and 105-15-02-003 from BCEDC.
- U. Lennox conducted further assessment in September of 2012 and the Department requested a Feasibility Study Work Plan to address the remaining VOCs in the soil and groundwater.
- V. In October 2012, Allied converted to Allied Air Enterprises, LLC.
- W. On August 2, 2013, ERM, on behalf of Allied, submitted a Feasibility Study Work Plan to the Department.
- X. As of April 1, 2016, the Department has incurred approximately nine thousand, three hundred eighty-seven

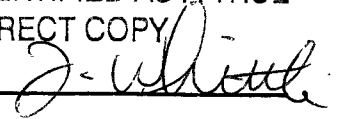
dollars and thirty-two cents (\$9,387.32) in Past Costs at the Site. The Department is aware that additional costs have been incurred and reserves its right to amend, change, and/or update this Past Costs figure.

RESPONSE ACTIONS

3. The parties to this Contract agree to the following Response Actions:
 - A. Lennox will submit to the Department for review and written approval within thirty (30) days of the execution of this Contract a Work Plan. The Work Plan shall be implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Lennox's contact person for matters relating to this Contract. Lennox will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Lennox in writing of any deficiencies in the Work Plan, and Lennox 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:
 - (1) Perform a comprehensive round of groundwater sampling at all wells for VOCs to update the plume status.
 - (2) Analyze for TAL metals the groundwater from monitoring wells MW-1 and MW-3 and a background well. These samples will be collected using low-flow purge and sampling techniques to reduce turbidity.
 - (3) Perform a Plume Analytics Study.



- B. Within ninety (90) days of the approval of the Work Plan, Lennox will submit an Assessment Report for approval by the Department. The Assessment Report will include the sampling results from all the monitoring wells, the metals sampling results from MW-1, MW-3 and a background well, the results of the Plume Analytics Study, an Interim Groundwater Monitoring Plan until such time that a remedy is implemented, and, if any, recommendations for further action to address potential data gaps and/or to gather additional pertinent field information. The Assessment Report will consist of four sections: Section 1 Groundwater Sampling; Section 2 Plume Analytics; Section 3 Interim Groundwater Monitoring Plan; and Section 4 Recommendations. The Department shall review the Assessment Report for determination of completion and sufficiency of the documentation. If the Department agrees or determines that the field investigation is not complete and additional activity is required to address potential data gaps and/or gather additional pertinent field information, it will send written notification of such to Lennox, and Lennox 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 Assessment Report is incomplete, the Department shall send to Lennox a letter indicating that revision of the Assessment Report is necessary. Within thirty (30) days of receipt of such letter from the Department, Lennox will submit revisions to the Assessment Report.
- C. Within thirty (30) days of the Department's approval of the Assessment Report, Lennox will submit a Feasibility Study (FS) Work Plan to the Department for approval. The Department will notify Lennox in writing of any deficiencies in the FS Work Plan and Lennox will respond within 30 days in writing to the Department's comments.



D. Within ninety (90) days of the Department's approval of the FS Work Plan, Lennox will submit an FS to evaluate remedial alternatives for addressing the Contamination at the Site. This FS and subsequent reports shall supersede Lennox's August 2, 2013 FS Report submitted to the Department. The Department will notify Lennox in writing of any deficiencies in the FS, and Lennox will respond in writing to the Department's comments within thirty (30) days. The Feasibility Study (FS) for the Site will be consistent with United States Environmental Protection Agency's Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA. The Department will review the FS and will notify Lennox in writing of any deficiencies in the FS, and Lennox will respond in writing to the Department's comments within thirty (30) days. The FS 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.

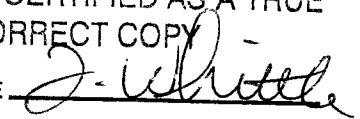
4. Lennox shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Lennox.

5. Lennox 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 Lennox pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and every six months thereafter, Lennox shall submit to the Department a written progress report

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE



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; and (C) 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: Addie Walker, Project Manager
SC Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
Email: walkersa@dhec.sc.gov

Lennox: Mark Yohman
Director of Environmental Affairs
Lennox International, Inc.
2140 Lake Park Boulevard
Richardson, TX 75080

All final work plans and reports shall include one (1) paper copy 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. Lennox 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.).

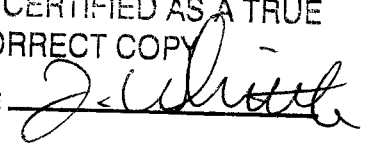
RESPONSE COSTS

9. Lennox 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 eight thousand, eight hundred twenty dollars and seventeen cents (\$8,820.17) to settle past response costs incurred by the Department through April 1, 2016 ("Past Costs") relating to the Site. Lennox's payment for Past Costs should be submitted to:

The Department: T. David Wilkie
SC 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, Lennox shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract occurring after April 1, 2016. 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. 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:

Lennox: Mark Yohman
Lennox International, Inc.
2140 Lake Park Boulevard
Richardson, TX 75080



All of Lennox'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

Lennox reserves the right to dispute costs invoiced on the quarterly billing that it believes are not reasonable Oversight Costs. The parties agree to meet and confer to discuss any disputed costs. 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 shall provide written notice to Lennox of past due costs and offer Lennox an opportunity to meet and confer to resolve any disputed costs. 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). The Department acknowledges that Lennox is no longer the Property Owner and therefore cannot control access for the Department. Lennox does have access to the Property via the March 30, 2012 Environmental Easement Agreement with BCEDC, the current Property owner of tax map number 105-14-00-001. If Lennox is unable to obtain access in the future 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 Lennox.

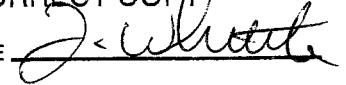
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AND CORRECT COPY -
SIGNATURE J. White

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Lennox has completed the response actions required under this Contract, a covenant placing necessary and appropriate restrictions on use of the Property shall be executed and recorded. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department, representatives of Lennox and, if the Property has been sold, the current owner of the Property and witnessed, signed, and sealed by a notary public. Lennox or the current owner of the Property shall file this restrictive covenant with the Register of Deeds or Mesne Conveyances in Barnwell 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 Lennox or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Lennox or current 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 and assign.



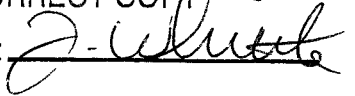
13. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way 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 Lennox for any matters not expressly addressed by and settled through this Contract.

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

Once the Department determines that Lennox 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 Lennox a Certificate of Completion that provides a covenant not to sue to Lennox, 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 Lennox successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Lennox, 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.

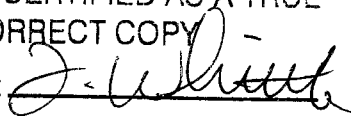


16. Lennox and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Lennox may terminate the Contract without cause. Should Lennox elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and shall certify 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 Lennox, 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 Lennox'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 Lennox to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

SIGNATURE



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

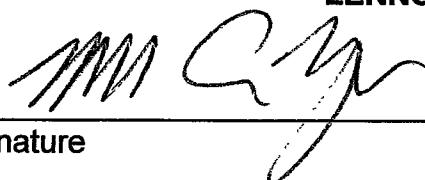
19. The signatories below hereby represent that they are authorized to enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:  DATE: 11/17/16
FOR Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

 DATE: 11/10/16
Reviewed by Office of General Counsel

LENNOX INDUSTRIES INC

 DATE: 11/8/16
Signature
Mark Yohman, Director Environmental Affairs
Printed Name and Title

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY -
SIGNATURE J. White

APPENDIX A

Legal Description of the Property
County of Barnwell
Tax Map Series Numbers 105-14-00-001, 105-15-02-001
and 105-15-02-003



EXHIBIT A

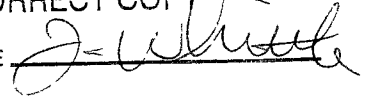
All that certain piece parcel or tract of land lying, being and situate on the northern side of S.C. State Road #6-784 (66' R/W) in Blackville, Barnwell County, South Carolina and being more particularly shown and described as Tract "B" on Plat for Sette-D Realty, Inc. prepared by W. R. Toole Engineers, Inc. dated June 25, 1999, as follows: BEGINNING at the intersection of the western edge of right of way of Hope Avenue (66' R/W) and the northern edge of the right of way of S.C. State Road #6-784 and running thence with the northern edge of the right of way of S. C. State Road #6-784 the following two (2) courses and distances. (1) in a circular curve to the right having a radius of 1448.00 feet for an arc distance of 161.74 feet (chord bearing and distance is N. 76° 09' 18" W. 161.65 feet) to an iron pin found; and (2) N. 73° 00' 15" W 271.06 feet to a point; thence with sight area N 32° 01' 20" W 15.10 feet to a point on the eastern edge of S.C. State Road #6-785 (50' R/W); thence with said street N. 08° 57' 35" E. 341.04 feet to a point; thence running with the southern edge of Pescallus Street (50' R/W) N. 66° 35' 31" E. 283.70 feet to a point; thence continuing with the southern edge of Pescallus Street in a circular curve to the left having a radius of 96.63 feet for an arc distance of 62.84 feet (chord bearing and distance is S. 39° 07' 46" E. 61.55 feet) to a point, corner of Tract E (Outparcel); thence running with Tract E the following three (3) courses and distances: (1) S. 25° 32' 25" W. 24.93 feet to an iron pin found; (2) S. 62° 24' 58" E. 20.08 feet to an iron pin found; and (3) N. 25° 32' 25" E. 25.36 feet to a point; thence continuing with Pescallus Street in a circular curve to the left having a radius of 96.63 feet for an arc distance of 1.34 feet (chord bearing and distance is S 70° 01' 02" E. 1.34 feet) to a point; and S. 70° 25' 02" E. 146.27 feet to a point on the western edge of the right of way of Hope Avenue (66' R/W); thence with said street S. 08° 59' 41" W. 475.31 feet to the point of beginning; containing 4.68 acres, according to said plat.

AND

All that certain piece parcel or tract of land lying, being and situate on the northern side of S.C. State Road #6-784 (66' R/W) in Blackville, Barnwell County, South Carolina and being more particularly shown and described as Tract "C" on Plat for Sette-D Realty, Inc. prepared by W. R. Toole Engineers, Inc. dated June 25, 1999, as follows: BEGINNING at the intersection of the northern edge of right of way of Pescallus Street (50' R/W) and the western edge of the 100' right of way of Southern Railroad and running thence with the western edge of Southern Railroad N. 08° 59' 42" E. 920.23 feet to a point; thence running with the southern edge of the right of way of Carroll Street (50' R/W) N. 72° 04' 23" W. 206.67 feet to a point; thence running with Hope Avenue (50' R/W) the following three (3) courses and distances: (1) S. 09° 05' 31" E. 875.07 feet; (2) in a circular curve to the left having a radius of 46.63 feet for an arc distance of 64.71 feet (chord bearing and distance is S. 30° 39' 36" E. 59.64 feet; and (3) S. 70° 25' 02" E. 170.48 feet to the point of beginning; containing 4.13 acres, according to said plat.

AND

All that certain piece parcel or tract of land lying, being and situate on the northern side of S.C. State Road #6-784 (66' R/W) in Blackville, Barnwell County, South Carolina and being more particularly shown and described as Tract "A" on Plat for Sette-D Realty, Inc. prepared by W. R. Toole Engineers, Inc. dated June 25, 1999, as follows: BEGINNING at a point on the northern edge of S.C. State Road #6-784 (66' R/W) which point is located (1) in a circular curve to the right having a radius of 1448.00 feet an arc distance of 161.74 feet (chord bearing and distance is N. 76° 09' 18" W. 161.65 feet) to a point and N. 73° 00' 15" W. 341.56 feet from the intersection of the western edge of right of way of Hope Avenue (66' R/W) and the northern edge of the right of S.C. State Road #6-784; thence running from the Point of Beginning N. 08° 57' 35" E. 108.00 feet to a point; thence running with S.C. State Road S-6-788, N. 57° 58' 40" E. 13.12 feet to a point; and N. 08° 57' 35" E 98.00 feet to a point; thence running with S.C. State



Road S-6-785, N. 81° 02' 25" W. 120.00 feet to a point; thence crossing said road N. 08° 57' 35" E. 40.00 feet to a point; thence continuing with said road S. 81° 02' 25" E. 120.00 feet to a point; thence running with State Road S-6-788 N. 08° 37' 35" E 350.02 feet to a point; thence running with the terminus of said road, S. 81° 00' 09" E. 50.00 feet to a point; thence running S. 08° 57' 35" W. 98.24 feet to a point; thence running with the northern edge of Pescallus Street (50' R/W) N. 66° 35' 31" E. 257.02 feet to a point on the western edge of Hope Avenue (50' R/W); thence running with the western edge of Hope Avenue N. 09° 05' 31" E. 882.85 feet to a point; thence running with Carroll Street (50' R/W) N. 72° 04' 23" W, 150.00 feet to a point; thence crossing said street N. 09° 05' 31" E. 50.60 feet to a point; thence continuing with said street S. 72° 04' 23" E. 150.00 feet to a point on the western edge of Hope Avenue; thence running with Hope Avenue the following five (5) courses and distances: (1) N. 09° 05' 31" E. 73.56 feet to a point; (2) in a circular curve to the left having a radius of 178.29 feet for an arc distance of 94.84 feet (chord bearing and distance is N. 06° 08' 47" W. 93.72 feet to a point; (3) N. 21° 23' 07" W. 106.79 feet to a point; (4) in a circular curve to the right having a radius of 524.78 feet for an arc distance of 243.15 feet (chord bearing and distance is N. 08° 46' 01" W. 240.98 feet) to a point; and (5) N. 05° 09' 43" E. 39.92 feet to a point; thence running with Izlar Street (50' R/W) S. 88° 11' 35" W. 200.00 feet to a point; thence crossing said street N. 09° 05' 44" E. 50.37 feet to a point; thence continuing with said street N. 88° 11' 35" E. 200.00 feet to a point; thence running with Hope Avenue the following seven courses and distances: (1) N. 05° 09' 44" E. 305.40 feet to a point; (2) in a circular curve to the right having a radius of 2351.19 feet for an arc distance of 151.56 feet (chord bearing and distance is N. 07° 00' 31" E. 151.53 feet) to a point; (3) N. 08° 51' 19" E. 201.90; (4) with cul de sac in a circular curve to the right having a radius of 50.00 for an arc distance of 261.80 feet (chord bearing and distance is S. 81° 08' 41" E. 50.00 feet) to a point; (5) S. 08° 51' 19" W. 201.90 feet to a point; (6) in a circular curve to the left having a radius of 2301.19 feet for an arc distance of 148.34 feet (chord bearing and distance is S. 07° 00' 31" W. 148.37 feet) to a point; and (7) S. 05° 09' 44" W. 85.28 feet to a point; thence running with Tract D (Water Tower) N. 88° 11' 36" E. 210.26 feet to a point, and S. 05° 09' 44" W. 191.23 feet to a point on the edge of Izlar Street; thence with said street in a circular curve to the right having a radius of 50.00 feet for an arc distance of 193.93 feet (chord bearing and distance is S. 37° 04' 43" W. 93.29 feet) to a point; thence continuing with said street S. 88° 11' 35" W. 160.57 feet to a point; thence running with the eastern edge of Hope Avenue the following five (5) courses and distances: (1) S. 09° 05' 44" W. 46.03 feet to a point; (2) in a circular curve to the left having a radius of 474.78 feet for an arc distance of 219.98 feet (chord bearing and distance is S. 08° 06' 41" E. 218.02 feet) to a point; (3) S. 21° 23' 07" E. 106.79 feet to a point; (4) in a circular curve to the right having a radius of 228.29 feet for an arc distance of 121.44 feet (chord bearing and distance is S. 06° 06' 47" E. 120.01 feet) to a point; and (5) S. 09° 05' 31" W. 81.33 feet to a point; thence running with the northern edge of Carroll Street (50' R/W) S. 72° 04' 25" E. 206.58 feet to a point located on the western edge of Southern Railroad 100' R/W; thence running N. 08° 59' 42" E. 565.71 feet to an iron pin found; thence running in a circular curve to the left having a radius of 1207.15 feet for an arc distance of 1071.64 feet (chord bearing and distance is N. 16° 26' 14" W. 1036.79 feet) to a point; thence running N. 41° 52' 01" W. 51.79 feet to an iron pin found; thence running with line of property (now or formerly) of Hutto, S. 79° 00' 46" W. 750.88 feet to an iron pin found; thence running with line of property (now or formerly) of Fanning, the following four (4) courses and distances: (1) S. 13° 11' 42" W. 532.14 feet to an iron pin found; (2) S. 54° 37' 47" W. 710.38 feet to an iron pin found; (3) S. 50° 37' 50" W. 263.25 feet to an iron pin found; and (4) S. 28° 04' 44" W. 1217.62 feet to an iron pin found on the northern edge of S. C. State Road #S-6-784; thence with said road S. 74° 00' 15" E. 1874.78 feet to the point of beginning; containing 96.25 acres, according to said plat.

Being the same property shown on plat recorded in Plat Cabinet A, Slide 262, Page 7, in the Office of the Barnwell County Clerk of Court.



Date: November 29, 2016

Tammy Whittle:

The following is in response to your November 29, 2016 request for delivery information on your Certified Mail™/RRE item number 92148969009997901406628062. The delivery record shows that this item was delivered on November 21, 2016 at 11:04 am in RICHARDSON, TX 75080. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature	X <i>Bob Eisterlein</i>
Printed Name	<i>Bob Eisterlein</i>

Address of Recipient :

Delivery Address	<i>2140 / 2100 Lake Park</i>
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Thank you for selecting the Postal Service for your mailing needs.

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Sincerely,
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Sent To Street, Apt. No., or PO Box No City, State, Zip+4 MR MARK YOHMAN DIRECTOR ENVIRONMENTAL AFFAIRS LENNOX INTERNATIONAL INC 2140 LAKE PARK BLVD (3T) RICHARDSON, TX 75080	
PS Form 3800, April 2015 See Reverse for Instructions	