

**VOLUNTARY CLEANUP CONTRACT
12-6100-NRP**

**IN THE MATTER OF
SEACO, INC. SITE
RICHLAND COUNTY
and
AA PROPERTIES-COMMERCE TULLER, LLC
and
ASSOCIATED ASPHALT COLUMBIA, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and AA Properties-Commerce Tuller, LLC and Associated Asphalt Columbia, LLC, with respect to the SEACO, Inc. Property located at 2636, 2646, and 2646R Commerce Drive and at 2700 William H. Tuller Drive (a.k.a. Industrial Drive) in Columbia, South Carolina 29205. The Property includes approximately three (3) acres and comprises parcels identified by Tax Map Serial Numbers R11215-08-01, R11211-06-96, R11211-06-25, and R11211-06-24. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of May 25, 2012, and any amendments thereto, by AA Properties-Commerce Tuller, LLC and Associated Asphalt, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et. seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq. (as amended), and the South Carolina Pollution Control Act, § 48-1-10 et. seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et. seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. .§ 48-1-10, et. seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et. seq.
 - A. "AA Properties & Associated Asphalt" means AA Properties-Commerce Tuller, LLC, and Associated Asphalt Columbia, LLC. Both parties are Virginia LLCs qualified to do business in South Carolina. Associated Asphalt Partners, LLC is the sole member of both LLCs and is a subsidiary of Road Holdings, LLC, a Delaware LLC, with an ultimate parent, GSCP IV Fund Entities. AA Properties-Commerce Tuller, LLC is entering this contract as a prospective purchaser. Associated Asphalt Columbia, LLC is entering this contract as a prospective tenant.
 - B. "Beneficiaries" means AA Properties & Associated Asphalt's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site
 - C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
 - D. "Contract" means this Voluntary Cleanup Contract.

- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Property as of the date Associated Asphalt Columbia, LLC becomes lessee, however, excluding contamination attributable to asphalt or asphalt emulsion production, storage, or transport.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of AA Properties & Associated Asphalt or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment, with the exception of materials managed or regulated under another authority.
- I. "Site" means all areas where a 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 section 101 (28).
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

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

A. Owners and Operators: The owners and operators of the Property include the following:

2700 William Tuller/Industrial Drive

Seaco, Inc. acquired the various parcels for this property from January 1953 to March 1954; prior to that time the property was owned by John G. Ehrlich

2636 Commerce Drive

Industrial Partners purchase in April 2004, Prior to that the following persons owned it:

Reuben D. Gunnells - November 1990

Petrolane Gas Service LP - May 1987

E. K. Butler – March 1948

Between 1948 and 1987 it appears that Carolina Concrete & Supply Company and Petrolane Incorporated owned this parcel

2646 & 2646R Commerce Drive

Seaco, Inc. purchased in 1991 & 1992

Mary B. Delay purchased in 1970 or before

B. Property and Surrounding Areas: SEACO owns and operates an asphaltic emulsion plant located at 2700 William Tuller Drive (the “emulsion plant”) in Columbia, Richland County, South Carolina. The SEACO property is located southeast of downtown Columbia. Seaco has owned the Property since 1949. According to a 1945 Map of Columbia and Vicinity prepared by the Women’s League of Voters, F.S. Royster Guano Company, a fertilizer manufacturer, operated on the Site prior to Seaco’s acquisition of the Property.

The 3-acre emulsion plant facility is accessed from William Tuller Drive at the north-central boundary and is developed with a mill building, maintenance shop, truck shop, storage/dispatch building, and an office building with an attached truck wash bay and shed. Numerous ASTs (above-ground storage tanks), primarily used for emulsion storage, are situated along the southern portion of the site. The area immediately west of the emulsion plant facility is paved with gravel and the western-most portion of the emulsion plant facility consists of a grass field that is fenced off from the remainder of the facility. The central and eastern portions of the facility are paved with asphalt or concrete. There are no surface water bodies on the emulsion plant facility.

A vacant lot is situated north of the emulsion plant, beyond which is a trailer storage area (as part of the SEACO facility). Vacant buildings and single-family residences are located east of the trailer storage area and a warehouse leased by Buchanan Construction is located east of the emulsion plant. A railroad and rail yard owned by CSX is located south of the emulsion plant. To the south of the trailer storage area is a vacant lot, beyond which, is the emulsion plant. Accu Sweep and residences are situated west of the trailer storage area. A vacant building (former rug store) is located west of the emulsion plant facility.

C. Investigations / Reports:

1. SEACO also operated an unregistered fuel oil UST of unknown size formerly located outside the eastern wall of the mill building. The years of the UST operation are unknown. In the early 1990s, the tank was emptied and subsequently used as a storm water catchment system; storm water that accumulated in the tank was pumped out for use in the asphalt mixing process. The tank was subsequently filled with concrete, and a new underground storm water cistern was installed. The former fuel oil UST is believed to be the source of the known petroleum groundwater contamination extending onto the adjacent CSX property to the south.

2. Sixty-four aboveground storage tanks (ASTs) are maintained at the emulsion plant facility.
3. Numerous releases of asphaltic emulsion have occurred at the emulsion plant facility. In the late 1950s, approximately 4,000- gallons of emulsion were released when a valve came out of a tank. In about 1967, 2,500 gallons of emulsion were released when a tank trailer was punctured. In fall 1988, 1,500-gallons of emulsion overflowed onto the ground surface in front of the office when a loading operator fell asleep while loading a tank trailer. Remediation for the above-listed incidents consisted of adding stone to form a paving material that was spread to pave the yard; no emulsion left the emulsion plant facility during these incidents.
4. In spring 1988, 3,000-gallons of emulsion overflowed from an overheated tank onto CSX property. Granite sand was used to contain and cover the material, and in the summer the material was removed and used to pave the tank trailer storage area. An additional area of emulsion on the CSX property was discovered in summer 1990 when a trespassing motorcyclist hit a patch of asphalt; the additional area of asphalt was then removed.
5. In 2006, a hot asphalt tank at the emulsion plant exploded when a welding torch ignited fumes in the tank (the tank had been flushed with #2 fuel oil). The force of the explosion blew out the vented top of the tank, and there were no releases of material because the tank was empty. The fire department responded and allowed the fire to burn itself out because it was contained within the tank.
6. SCDHEC conducted a site investigation at the emulsion plant on June 26, 1990 in response to a complaint lodged by a dirt bike rider after he hit a patch of emulsion while riding on the CSX property south of the site. SCDHEC collected one soil and one surface water sample from within the CSX railroad right-of-way for laboratory analysis. Analytical results indicated the presence of #2 fuel oil and associated constituents in soil. Analysis of a surface water sample, the location of which is unknown, did not indicate the presence of contaminants. SEACO installed six groundwater monitoring wells (four installed on the CSX

property adjacent south of the emulsion plant, one at the south- central portion of the emulsion plant, and one at the northeastern portion of the plant) to further investigate the presence of petroleum constituents). Analysis of groundwater for the presence of BTEX, naphthalene, and TPH indicated the presence of TPH-DRO. Subsequent groundwater sampling discovered the presence of LNAPL in MW-4, located immediately downgradient of a fuel oil UST (associated with the boiler) located near the southern site boundary. Further on-site investigation verified that the source of the free product did not originate upgradient of the boiler. The unregistered fuel oil UST was converted to a storm water collection tank in December 1992 and was subsequently filled with concrete in 2001. Two product recovery wells were installed on the CSX property and LNAPL recovery began in 1994. It is unclear when LNAPL recovery ceased, but no free product has been identified in any wells since 2009.

7. SEACO formerly maintained two registered USTs at the emulsion plant under the SCDHEC UST Program (UST Program Site ID #12813). One 130-gallon waste oil UST was excavated and removed from the southern portion of the truck shop at the emulsion plant facility in June 1993. Petroleum contamination was observed during the excavation and reported to SCDHEC on June 30, 1993. A Closure Assessment Report submitted to SCDHEC in July 1993 indicated that TPH-DRO was detected at concentrations of 500 mg/kg and 119 mg/kg in two soil samples collected from the base of the excavation; BTEX and naphthalene were not detected. In response to an application to the SCDHEC Site Rehabilitation SUPERB Program, SCDHEC confirmed that a release of regulated substances had occurred and that the site was eligible for compensation from SUPERB and issued the site a 5B priority classification; based on the 5B classification, money for additional site investigation was not available at the time. Because no funding was available, no further action was taken to address the release.
8. On May 14, 1997, a 1,000-gallon gasoline UST was removed from the northern portion of the emulsion plant facility. According to the UST Assessment Report submitted to SCDHEC on June 30, 1997, no pits or holes were observed during

the excavation, and two soil samples were collected from either end of the excavation at a depth of 7.5 feet. The soil samples were analyzed for BTEX, naphthalene, and PAHs; one sample contained naphthalene at 0.03 mg/kg; all other parameters were BDL for both samples.

9. In August 1997, SEACO received a notification that SUPERB funds for an Initial Ground Water Assessment were made available for 5B sites. Davis & Floyd subsequently submitted an Initial Ground-Water Assessment (IGWA) Report in September 1998, which included additional assessment of the former gasoline UST, but did not include additional assessment of the former waste oil UST, which was the release reported in June 1993 that triggered the IGWA process. According to the IGWA, one groundwater monitoring well (i.e., IGWA-1) was drilled to a depth of 10.78 feet directly south of the excavated 1,000-gallon gasoline UST. Analysis of one soil sample for VOCs and one groundwater sample for BTEX, naphthalene, and PAHs did not indicate the presence of petroleum constituents.
10. In March and April of 2012, Environ International Corporation conducted soil and groundwater assessment at the property. The report of assessment results indicates the presence of arsenic with concentrations ranging from 0.81 to 436 milligrams per kilogram (mg/kg) in soil and up to 495 micrograms per liter (ug/l) in groundwater. Free-phase petroleum (0.01 foot) was detected in one monitoring well. Tetrachloroethene (PCE) was detected in groundwater at a concentration of 7.9 ug/l, and Trichloroethylene (TCE) was detected at concentrations below 5 ug/l.

D. Applicant Identification: AA Properties & Associated Asphalt are Virginia LLCs. AA Properties & Associated Asphalt affirm that they have the financial resources to conduct the response actions pursuant to this Contract.

E. Proposed Redevelopment: Associated Asphalt Columbia, LLC will acquire the business assets of the emulsion plant and operate the facility under leasehold until such time AA Properties-Commerce Tuller, LLC acquires title to the Property in the

future. This arrangement will save twenty eight jobs in an economically depressed county, create 4 to 5 new jobs, and is projected to result in an increase of \$5 Million to the tax base.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. AA Properties & Associated Asphalt certify that they and their members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. AA Properties & Associated Asphalt also certify that they and their members are eligible to be a Bona Fide Prospective Purchasers for the Property.

RESPONSE ACTION

4. AA Properties & Associated Asphalt agree to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by AA Properties & Associated Asphalt, or designee, within thirty (30) days after receipt of a written request from the Department. A Report of the assessment results shall be submitted by AA Properties & Associated Asphalt, or designee in accordance with the schedule provided in the initial Work Plan. AA Properties & Associated Asphalt acknowledge that the assessment may find distributions of Existing Contamination requiring additional assessment and/or control measures on the Property that cannot be anticipated with this Contract. AA Properties & Associated Asphalt agree to perform the additional assessment and/or control measures consistent with the intended uses of the Property under the purview of this Contract; however, AA Properties & Associated Asphalt may seek an amendment of this Contract to clarify their further responsibilities. AA Properties & Associated Asphalt shall perform all actions required by this Contract, and any related actions of AA Properties & Associated Asphalt's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and control measures activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). AA Properties & Associated Asphalt shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or control measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);

- i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
 - d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of AA Properties & Associated Asphalt's consulting firm(s), analytical laboratories, and AA Properties & Associated Asphalt's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). AA Properties & Associated Asphalt shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify AA Properties & Associated Asphalt in writing of approvals or deficiencies in the Work Plan.
- 8). AA Properties & Associated Asphalt, or designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.

- 9). AA Properties & Associated Asphalt shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). AA Properties & Associated Asphalt shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). AA Properties & Associated Asphalt shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. AA Properties & Associated Asphalt shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or control measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). AA Properties & Associated Asphalt shall also characterize any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, control measures, or development activities in accordance with a Department approved plan.
- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, AA Properties & Associated Asphalt shall expeditiously stabilize or remove the Segregated Source from the Property
- 3). AA Properties & Associated Asphalt shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. AA Properties & Associated Asphalt shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). AA Properties & Associated Asphalt shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). AA Properties & Associated Asphalt shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to AA Properties & Associated Asphalt, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). AA Properties & Associated Asphalt shall collect and analyze soil samples in accordance with the approved work plan. AA Properties & Associated Asphalt shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample from each sampling location.

- 2). Unless otherwise specified in the approved work plan, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of one surface and one subsurface samples from a probable impacted area shall be analyzed for the full EPA-TAL and EPA-TCL.
- 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). AA Properties & Associated Asphalt shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from existing monitoring wells and monitoring wells to be installed in accordance with the approved work plan.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, one down-gradient well pair shall have both samples analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). AA Properties & Associated Asphalt shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting commercial exposures consistent with the building construction on the Property.
- 2). This evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of indoor air samples from within the building during two

separate sampling events approximately six months apart. One sample shall be collected per every 1000 square feet of building footprint potentially subject to Vapor Intrusion. One sampling event shall be in the winter. Each sampling event shall include collection of indoor air samples for laboratory analysis of all site-related volatile organic constituents. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events. The method shall be capable of detecting gas concentrations at screening levels indicative of a 10^{-6} risk. The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.

- 3). The Department may allow AA Properties & Associated Asphalt to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). AA Properties & Associated Asphalt shall submit an addendum to the Work Plan detailing the steps for further study and/or control measures to be implemented if the predicted or measured indoor air concentration exceeds a 10^{-6} risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). AA Properties & Associated Asphalt shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.

- b). AA Properties & Associated Asphalt shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). AA Properties & Associated Asphalt shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property:
- a). Control measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - i. AA Properties & Associated Asphalt may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, AA Properties & Associated Asphalt shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
 - ii. Control measures may include encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. The control measures shall be proposed in a Control Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
 - iii. Upon completion of any control measures, AA Properties & Associated Asphalt shall provide a Control Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

I. Monitor and/or abandon the monitoring wells:

- 1). AA Properties & Associated Asphalt shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). AA Properties & Associated Asphalt shall abandon the monitoring well(s) installed pursuant to this contract when the Department determines there are no further needs for those wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

J. Complete required activities in the event of a Responsible Party default:

- 1). There is potential that assessment and response actions will be conducted by SEACO, Inc. under a Responsible Party VCC. Activities conducted by a responsible party under the authority of a VCC may satisfy the requirements in sub-paragraphs 4 through 4.I above. Therefore, it is agreed that response action completed by Responsible Parties under a VCC that meet the conditions of this Contract shall be deemed to satisfy the requirements on AA Properties & Associated Asphalt. The Department shall have sole discretion in determining the adequacy of the Responsible Party's response actions towards completing the activities required by this Contract.
- 2). The Department will provide written notification to AA Properties & Associated Asphalt if more than 180 consecutive days elapse without substantial progress under a Responsible Party VCC, or the Department otherwise determines the Responsible Party VCC activities are inadequate.
- 3). AA Properties & Associated Asphalt shall respond in writing within thirty days to the Department's notification with a work plan for completing unfulfilled requirements of this Contract.

HEALTH AND SAFETY PLAN

5. If response actions are necessary to be performed by AA Properties & Associated Asphalt under Paragraph 4.J, AA Properties & Associated Asphalt shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one hard copy and one electronic copy of the Health and Safety Plan on compact disk (in .pdf format). AA Properties & Associated Asphalt agree that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by AA Properties & Associated Asphalt.

PUBLIC PARTICIPATION

6. AA Properties & Associated Asphalt and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by AA Properties & Associated Asphalt.
 - B. AA Properties & Associated Asphalt shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign will state "Voluntary Cleanup Project by AA Properties & Associated Asphalt LLC under Voluntary Cleanup Contract 12-6100-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a

representative of AA Properties & Associated Asphalt. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). AA Properties & Associated Asphalt shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). AA Properties & Associated Asphalt agree to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). AA Properties & Associated Asphalt shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, AA Properties & Associated Asphalt shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. AA Properties & Associated Asphalt shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 90 days of the Department's approval of the initial Work Plan outlined in Paragraph 4 of this Contract and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). Actions taken by SEACO, Inc. (or other responsible party) under a Responsible Party VCC and actions taken, if any, under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;

- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. AA Properties & Associated Asphalt shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. AA Properties & Associated Asphalt shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. AA Properties & Associated Asphalt or Beneficiaries upon acquisition of the Property shall enter and record a Declaration of Covenants and Restrictions (Declaration) for the Property to 1) restrict the use of the Property from residential, recreational, agricultural, child day care, and adult day care use, and 2) to prohibit the installation of groundwater wells. SEACO Inc. may record the declaration after AA Properties & Associated Asphalt or Beneficiaries begin operating on the property, thereby satisfying this requirement. However, additional restrictions may be required of AA Properties & Associated Asphalt or Beneficiaries based on the response actions completed under this Contract. Any recorded Declaration(s) shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

A. The Department shall prepare and sign the Declaration prior to providing it to AA Properties & Associated Asphalt or Beneficiaries. An authorized representative of

AA Properties & Associated Asphalt or Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

- B. AA Properties & Associated Asphalt or Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. AA Properties & Associated Asphalt or Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. The Declaration shall reserve a right of entry and inspection for AA Properties & Associated Asphalt or Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). AA Properties & Associated Asphalt or Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). AA Properties & Associated Asphalt or Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- E. The Declaration shall provide that the Department has an irrevocable right of access to the Property after AA Properties-Commerce Tuller, LLC acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.

- F. AA Properties & Associated Asphalt or Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- G. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.
- H. If SEACO, Inc. has entered and recorded a Declaration that sufficiently restricts the use of the Property, upon acquisition of the Property AA Properties must provide a copy of the recorded Declaration to be incorporated into this Contract as an Appendix that shall be enforceable under this Contract. An Amendment to that Declaration may be warranted to include additional restrictions based on the response actions completed under this Contract.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing,

by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to AA Properties & Associated Asphalt shall be submitted to AA Properties & Associated Asphalt's designated contact person who as of the effective date of this Contract shall be:

Steven M. Scro
Associated Asphalt, Inc.
P.O. Box 12626
Roanoke, VA 24027

FINANCIAL REIMBURSEMENT

11. AA Properties & Associated Asphalt or Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C.Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to AA Properties & Associated Asphalt on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Steven M. Scro

Associated Asphalt, Inc.
P.O. Box 12626
Roanoke, VA 24027

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. AA Properties & Associated Asphalt agree to provide the Department an irrevocable right of access to the Property for environmental response matters after AA Properties & Associated Asphalt begins operations on the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to AA Properties & Associated Asphalt or Beneficiaries for the Property under this Contract as follows:
 - A. AA Properties & Associated Asphalt or Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed, and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that AA Properties & Associated Asphalt or Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete, AA Properties & Associated Asphalt has taken title to the Property, and any required Declaration are recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
- 1). A Provisional Certificate of Completion will include specific performance standards that AA Properties & Associated Asphalt or Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if the requirements of the Contract as stipulated in the Provisional Certificate of Completion are not satisfactorily completed.

ECONOMIC BENEFITS REPORTING

14. AA Properties & Associated Asphalt or Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the date of the Work Plan approval, and annually thereafter until two (2) years after redevelopment of the Property is complete. AA Properties & Associated Asphalt shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, AA Properties & Associated Asphalt, and Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
- A. AA Properties & Associated Asphalt or Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
 - B. If the Certificate of Completion has not been issued, AA Properties & Associated Asphalt or Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
 - 4). Will assume the protections and all obligations of this Contract and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
 - C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, AA Properties & Associated Asphalt or Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.
 - 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the

Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.

- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. AA Properties & Associated Asphalt, Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide AA Properties & Associated Asphalt or Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in AA Properties & Associated Asphalt's or Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of AA Properties & Associated Asphalt or Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by AA Properties & Associated Asphalt or Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by AA Properties & Associated Asphalt or Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,

- 7). Failure by AA Properties & Associated Asphalt or Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of AA Properties & Associated Asphalt's or Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should AA Properties & Associated Asphalt or Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by AA Properties & Associated Asphalt or Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of AA Properties & Associated Asphalt or Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. AA Properties & Associated Asphalt and Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
 - 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

- B. Effective on the date the Certificate of Completion is issued by the Department.
 - 1). The Department's covenant not to sue AA Properties & Associated Asphalt and Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by AA Properties & Associated Asphalt or Beneficiaries.
 - 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

- C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by AA Properties & Associated Asphalt or Beneficiaries. The Department retains all rights under State and Federal laws to compel AA Properties & Associated Asphalt and Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by AA Properties & Associated Asphalt or Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than AA Properties & Associated Asphalt and Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than AA Properties & Associated Asphalt and Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY AA PROPERTIES & ASSOCIATED ASPHALT

19. AA Properties & Associated Asphalt retain all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. AA Properties & Associated Asphalt and Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute to the Property. However, AA Properties & Associated Asphalt and Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. AA Properties & Associated Asphalt and Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by AA Properties & Associated Asphalt or Beneficiaries. AA Properties & Associated Asphalt and Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY AA PROPERTIES & ASSOCIATED ASPHALT AND BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, AA Properties & Associated Asphalt and Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS


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

THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

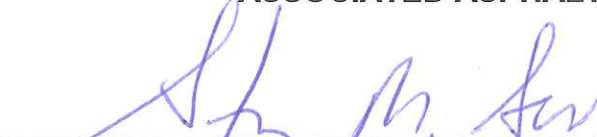
BY:  DATE: 10/2/12
Daphne G. Neel, Chief
Bureau of Land and Waste Management

 DATE: 9/24/12
Reviewed by Office of General Counsel

AA PROPERTIES-COMMERCE TULLER, LLC

BY:  DATE: 5/31/12
Steven M. Scro, Vice President
Associated Asphalt, Inc.

ASSOCIATED ASPHALT COLUMBIA, LLC

BY:  DATE: 5/31/12
Steven M. Scro, Vice President
Associated Asphalt, Inc.

APPENDIX A

AA Properties & Associated Asphalt

Application for Non-Responsible Party Voluntary Cleanup Contract

May 25, 2012

MAY 30 2012



Non Responsible Party Application for Voluntary Cleanup Contract

SITE ASSESSMENT,
REMEDICATION &
REVITALIZATION

I. Applicant Information

1. Applicant is a: Single Entity Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: Private Individual /Sole Proprietorship For-profit Business (Corp., Partnership, etc.) Tax-Exempt Trust/ Corporation/ Organization Government / Other Public Funded Entity
3. Applicant's Legal Name AA Properties-Commerce Tuller, LLC (the Prospective Purchaser)

4. Contract Signatures for this Applicant

a. Authorized Signatory

Steven M. Scro	Vice President	sscro@associatedasphalt.com
Name	Title	Email
P.O. Box 12626	540-853-4310	540-345-8867
Address	Phone1	Phone2
Roanoke	Virginia	24027
City	State	Zip

b. Other Signatories None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

2677 Roanoke Avenue, SW

Street address	Suite Number
Roanoke	Virginia 24015
City	State Zip

6. Mailing address: Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)	Title
Street Number or PO Box	Phone1 Phone 2
City	State Zip Email

7. Company Structure Information Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company is Incorporated/ Organized/ Registered in Virginia (state)
- b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
<u>Associated Asphalt Partners, LLC (75% owner)</u>	_____
<u>Associated Asphalt, Inc. (Manager)</u>	_____
<u>John Willard Kirk, III (President)</u>	_____
<u>Steven M. Scro (Vice President)</u>	_____

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
 Yes No
- d. If yes, identify all affiliations: Road Holdings, LLC, a Delaware LLC (Applicant's ultimate parent is GSCP VI Fund Entities.)

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories _____



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: Single Entity Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: Private Individual /Sole Proprietorship For-profit Business (Corp., Partnership, etc.) Tax-Exempt Trust/ Corporation/ Organization Government / Other Public Funded Entity
3. Applicant's Legal Name Associated Asphalt Columbia, LLC (the Prospective Tenant)

4. Contract Signatories for this Applicant

a. Authorized Signatory

Steven M. Scro	Vice President	sscro@associatedasphalt.com
Name	Title	Email
P.O. Box 12626	540-853-4310	540-345-8867
Address	Phone1	Phone2
Roanoke	Virginia	24027
City	State	Zip

b. Other Signatories None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

2677 Roanoke Avenue, SW

Street address	Suite Number
Roanoke	Virginia 24015
City	State Zip

6. Mailing address: Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)	Title
Street Number or PO Box	Phone1 Phone 2
City	State Zip Email

7. Company Structure Information Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in Virginia (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
<u>Associated Asphalt Partners, LLC (75% owner)</u>	_____
<u>Associated Asphalt, Inc. (Manager)</u>	_____
<u>John Willard Kirk, III (President)</u>	_____
<u>Steven M. Scro (Vice President)</u>	_____

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
 Yes No

d. If yes, identify all affiliations: Road Holdings, LLC, a Delaware LLC (Applicant's ultimate parent is GSCP VI Fund Entities.)

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Steven M. Scro
Authorized Signatory

Co Signatories

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# R11215-08-01
 b. Acreage 1.5
 c. Current Owner Seaco, Inc.
 d. Owner Mailing Address 2700 William Tuller Dr.
Columbia, SC 29205
 e. Contact Person for Access Joe Reynolds
 f. Access Person's Phone # 803-799-5335
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? (check all that apply)
 None
 Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since _____ (approx date)
 In operation: nature of the business Asphalt Emulsion

a. Tax Map Parcel# R11211-06-96
 b. Acreage 0.5
 c. Current Owner Seaco, Inc.
 d. Owner Mailing Address 2700 William Tuller Dr.
Columbia, SC 29205
 e. Contact Person for Access Joe Reynolds
 f. Access Person's Phone # 803-799-5335
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? (check all that apply)
 None
 Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since _____ (approx date)
 In operation: nature of the business Asphalt Emulsion

a. Tax Map Parcel# R11211-06-25
 b. Acreage 0.2
 c. Current Owner Seaco, Inc.
 d. Owner Mailing Address 2700 William Tuller Dr.
Columbia, SC 29205
 e. Contact Person for Access Joe Reynolds
 f. Access Person's Phone # 803-799-5335
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? (check all that apply)
 None
 Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since _____ (approx date)
 In operation: nature of the business Asphalt Emulsion

a. Tax Map Parcel# R11211-06-24
 b. Acreage 0.7
 c. Current Owner Industrial Partners, LLC
 d. Owner Mailing Address 2700 William Tuller Dr.
Columbia, SC 29205
 e. Contact Person for Access Joe Reynolds
 f. Access Person's Phone # 803-799-5335
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? (check all that apply)
 None
 Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since 1990 (approx date)
 In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? (check all that apply)
 None
 Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since _____ (approx date)
 In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? (check all that apply)
 None
 Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since _____ (approx date)
 In operation: nature of the business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Associated Asphalt is an asphalt supplier headquartered in Roanoke, Virginia, and has been in business for over sixty (60) years. Associated Asphalt operates facilities throughout the Southeast, including an asphalt terminal in Inman, South Carolina. With the acquisition of the Seaco facility located on the Parcels, Associated Asphalt will enter the asphalt emulsion market in South Carolina and thereafter expand those operations on the Parcels and other property acquired in the immediate vicinity (collectively, the "Property"). The redevelopment of the Property includes expansion of the asphalt emulsion operation to certain vacant adjacent property (TMS # R11211-06-24).

Associated Asphalt's proposed expansion of the current operations on the Property will result in the retention of twenty eight (28) existing employees and the addition of approximately four (4) to five (5) permanent positions.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? Yes No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

Future use of the Property will include continuing the current operation of the Seaco facility which is described in Section 3.3 of the Environ January 2012 Phase I Environmental Site Assessment. Under those current operators, there is no on-site waste disposal and no generation of hazardous substances.

18. Will redevelopment lead to the creation of permanent jobs on the property? Yes Anticipated Number 4 to 5
 No

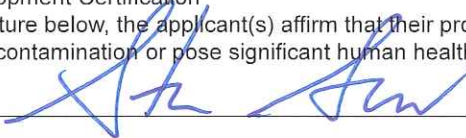
19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 5,000,000

20. a. Will there be Intangible benefits from this redevelopment such as:
 LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
 Creation / Preservation of Green Space on the Property
 Deconstruction/ Recycling of demolition or building debris
 Other Provides for expansion of the current operations consistent with the industrial development in the surrounding area.

b. Please Describe:
See response to item 16 above.

21. Anticipated date of closing or acquiring title to the property 05 / 31 / 2012

22. Redevelopment Certification
By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
 None as of this application date

Company _____

Address _____ City _____ State _____ Zip _____

Project Contact1 _____ S.C PE/PG Reg. # _____ Phone1 _____ Phone 2 _____ email _____

Project Contact 2 _____ S.C PE/PG Reg. # _____ Phone1 _____ Phone 2 _____ email _____

24. Legal Counsel (Optional)
 Gentry Locke Rakes & Moore, LLP
 Firm
 Charles L. Williams 540-983-9375 540-983-9300
 Attorney Phone1 Phone 2
 P.O. Box 40013 Roanoke Virginia 24022 williams@gentrylocke.com
 Street Number or PO Box City State Zip email

25. Applicant's Billing Address Same as Contact person in #6 above Go to question #26

Financial Contact Title
 Company Phone
 Address
 City State Zip

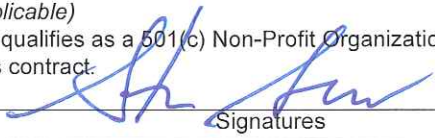
26. **Financial Viability**

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.



Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: Plat Map Metes and Bounds Text Both

28. The Phase I Environmental Site Assessment Report is attached as a:

New report completed in the past six months by Environ International Corporation
 (Name of Environmental Firm)

Older report updated in the past six months by _____
 (Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

The Applicant is not aware of any environmental testing on the property

The Applicant believes the Department already has all environmental data in its files on: Seaco Groundwater Monitoring

The Following reports are attached: _____
 (Site Name)

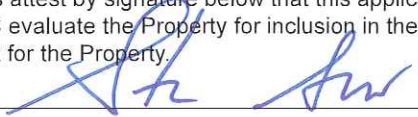
Report Date	Report Name	Environmental Firm
May 8, 2012	Phase II Environmental Site Assessment	Environ International Corporation

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

Enclosed with this Application as an Attachment

Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.



Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

Appendix A

PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and being known as 2636 Commerce Drive, Columbia, South Carolina and being composed of and embracing all that lot designated "E.K. Butler" on a plat embracing the same made by D. G. Ruff and R. B. Gandy, dated December 15, 1945, recorded in the Office of the Register of Deeds for Richland County in Plat Book K at page 120, being rectangular in shape and bounded as follows: on the North by Commerce Drive as shown on said plat and measuring thereon 100 feet; on the East by lot shown on said plat as Carolina Concrete and Supply Company and measuring thereon 299.3 feet; on the South by right-of-way of Atlantic Coast Line Railroad Company and measuring thereon 100 feet; and on the West by lot of John G. Ehrlich as shown on said plat and measuring thereon 299.9 feet; all measurements a little more or less.

TMS # R11211-06-24

AND ALSO:

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being on the southern side of Commerce Drive, in the County of Richland, State of South Carolina, being shown and delineated on a plat prepared for SEACO, INC. by Cox and Dinkins, Inc. dated June 9, 1992 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 54 at page 953. Being more particularly described as having the following metes and bounds, to wit: Beginning at an iron pin at the Southeasterly most point of the property and running S 53 degrees 06 minutes 46 seconds E for a distance of 100.00 feet along the Commerce Drive Right of Way, to an iron pin; thence, turning and running S 37 degrees 05 minutes 32 seconds W for a distance of 84.67 feet along William Tuller Drive; thence turning and running N 53 degrees 03 minutes 03 seconds W for a distance of 100.09 feet along lands now or formerly of SEACO, Inc., to a RIR spike; thence turning and running N 37 degrees 09 minutes 03 seconds E for a distance of 84.56 feet along lands now or formerly of Petrolane Gas Service, to the point of beginning; with reference craved to said Plat for a more complete description thereof.

TMS # R11211-06-25

AND ALSO:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

All that piece, parcel or lot of land, together with the improvements thereon, situate, lying and being at the Southeastern side of Commerce Drive, in the County of Richland, State of South Carolina, being shown and delineated on a plat prepared for Seaco, Inc. by Cox and Dinkins, Inc. dated October 23, 1991, and being more particularly described as having the following metes and bounds, to wit: Beginning at an iron pin on the Southeasterly most point of the property and running N52°57'48"W for a distance of 100.00 feet along the

Southern Railroad/A.C.L. Railroad Right of Way, to an iron pin; thence turning and running N37°08'59"E for a distance of 215.50 feet along lands now or formerly of Petrolane Gas Service, to a R/R spike; thence turning and running S52°57'56"E for a distance of 100.07 feet along lands now or formerly of Mary Bultman DeLay, to a R/R spike; thence turning and running 20.88 feet along the Industrial Drive Right of Way, to an iron pin; thence turning and running S37°10'02"W for a distance of 194.62 feet along lands now or formerly of Seaco, Inc. to the point of beginning; with reference craved to said Plat for a more complete description thereof.

TMS # R11211-06-96

AND ALSO:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

All that piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina, comprising Lot Nos. 22, 23, 24, 25 and 26 as shown on that certain plat of the property prepared by the Columbia Engineering Company for John G. Ehrlich and Colprovia Road Products, Inc., dated January 19, 1947, recorded in Plat Book M at Page 118, which is described as follows:

Beginning at a stake located on the Southwest corner of Lot 22 and travel North 31°, 33' East for a distance of 192-3/10 feet, more or less, to Industrial Drive; thence turning and running in an Easterly directly along and parallel to Industrial Drive for a distance of 237 feet, more or less, to a point located on the Northeast corner of Lot 26; thence turning and running in a Southerly direction along the border of Lot 26 and Lot 27 for a distance of 193-3/10 feet, more or less, to a stake; thence turning and running North 58°, 02' West for a distance of 237 feet, more or less, to the point of beginning.

TOGETHER WITH All that piece, parcel and lot of land, situate, lying and being in the County of Richland, State of South Carolina and located in the City of Columbia on Industrial Drive and more fully described as follows:

Beginning at point on the southern side of Industrial Drive between Lots 26 and 27, as shown on the plat of the property prepared for John G. Ehrich by the Columbia Engineering Company, dated January 19, 1947 and recorded in Plat Book M at Page 118, and running adjacent to and parallel with the said Industrial Drive in an easterly direction for a distance of one hundred (100') feet, more or less, to a point between 28 and 29 on the said plat; thence turning and running in a southerly direction between the two said lots for a distance of one hundred ninety-six and three tenths (196.3') feet, more or less to a point; thence turning and running in a westerly direction N 58'02' W for a distance of one hundred (100') feet; more or less to a point; thence turning and running in a northerly direction between the said lots 26 and 27 for a distance of one hundred ninety-five and three tenths (195.3') feet, more or less, to the point of beginning. This property includes Lots 27 and 28 as reflected on the above stated plat.

TMS # R11215-08-01