



Catherine B. Templeton, Director

Promoting and protecting the health of the public and the environment

December 3, 2014

CERTIFIED MAIL – 9171082133393962334478

Return Receipt Requested

Ken Brown
Illinois Tool Works, Inc.
600 West Lake Avenue
Glenview, IL 60026

**Re: Responsible Party Voluntary Cleanup Contract;
FB Johnston Graphics Site;
Lexington County.**

Dear Mr. Brown:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 14-6013-RP which was executed by the Department on December 2, 2014.

Our records indicate that the reimbursement of Past Cost (\$2,736.29), as required by Paragraph 9 of the VCC, has already been paid via Illinois Tool Works, Inc. check number 289774 dated October 8, 2014.

Thank you for your patience and cooperation in this matter. The Department looks forward to working with Illinois Tool Works, Inc. 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) 898-0882.

Yours very truly,

David Wilkie, Environmental Health Manager
Division of Site Assessment, Remediation & Revitalization
Bureau of Land and Waste Management

Enclosure

cc: Ken Taylor, L&WM
Gary Stewart, L&WM
John Cresswell, L&WM
Harry Mathis, Director, EQC Midlands Region
Lauran Ortman/Pat Vincent/Shawn Reed/Karen Clymer/Linda Jackson, L&WM
BLWM File 403894

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David W. W. W.

**VOLUNTARY CLEANUP CONTRACT
14-6013-RP**

**IN THE MATTER OF
F.B. JOHNSTON GRAPHICS SITE, LEXINGTON COUNTY
and
ILLINOIS TOOL WORKS INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Illinois Tool Works 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 F.B. Johnston Graphics Site ("Site"). The facility is located at 300 East Boundary Street, Chapin, South Carolina ("Property"). The Property includes approximately 12.45 acres and is bounded generally by residential property along East Boundary Street on the west, Chapin High School on the north, residential properties along Stonewall Court on the east, and East Boundary Street on the south. The Property is identified by the County of Lexington as Tax Map Serial Number 000720-04-001; and a legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

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

- A. "ITW" shall mean Illinois Tool Works Inc. ITW is a Delaware corporation authorized to do business in South Carolina with its principal place of business located at 3600 West Lake Avenue, Glenview, Illinois.
- B. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.

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- C. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (i) through (vi) of Paragraph (D) of CERCLA § 101, 42 U.S.C. §§ 9601, as amended, and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- D. "Contamination" shall mean impact by a Contaminant or Hazardous Substance caused by operations at the Site.
- E. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601(14).
- G. "Oversight Costs" means those costs, both direct and indirect, incurred by the department in implementing the voluntary cleanup program.
- H. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual

interest of ITW.

- 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, 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, the following findings are asserted for purposes of this Contract:

- A. The facility was in operation from 1969 until November 2012. The facility has done business under various names, including Fred B. Johnston Company, Inc., Weisz Graphics, and Weisz Decalcomania, Inc.
- B. According to South Carolina Secretary of State corporate records, Weisz Decalcomania, Inc. (WDI) was authorized to do business in South Carolina on August 22, 1969; WDI changed its name to The Fred B. Johnston Company, Inc. (FBJCI) on August 8, 1985; WDI/FBJCI merged into Fred B. Johnston Company of S.C.

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- (FBJCSC) on June 30, 1986; FBJCSC changed its name to Fred B. Johnston Graphics, Inc. (FBJG) on January 6, 2005; FBJG was merged into Illinois Tool Works Inc. on April 27, 2010. The above listed entities shall hereafter be collectively known as "FBJ".
- C. The facility consists of an 111,237 square foot manufacturing building, which was used for the production of screen and flexographic printed products. Printing processes at the facility used several different printing inks (e.g., solvent, ultraviolet) and various equipment to produce printed material to customer specifications.
- D. In response to the analytical results for samples collected from the septic system during expansion activities in September 1985, the Department requested that FBJ sample the process waste as it entered the septic system. FBJ had received final approval for the initial installation of the system from the Department in May 1979. The approval and permit to construct specified the system was for use as a domestic waste system only.
- E. On March 9, 1987, the Department issued a Notice of Violation based on the results of an inspection of FBJ by Department personnel on November 19, 1986, and a review of an analysis of waste which had been discharged into the septic tank system. During the inspection the following deficiencies were observed: drums containing hazardous waste had been stored on the FBJ Property for greater than 90-days; and analysis of the process waste indicated that hazardous waste had been discharged into the septic tank system.
- F. On July 29, 1987, Fred B. Johnston Company, Inc., and the Department entered into Administrative Consent Order (ACO) 87-43-SW to resolve existing disputes and settle all claims by the Department related to the November 19, 1986 inspection and the March 9, 1987 Notice of Violation. The ACO required Fred B.

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Johnston Company, Inc., to submit plans for Department approval to address the following: removal of the septic tank and tile field; determination of the extent of soil contamination and a schedule for removal of contaminated soil; determination of the extent of groundwater contamination and remedial action as required; and installation of a treatment system for industrial wastewater, including a timetable for construction. The ACO also required Fred B. Johnston Company, Inc., to pay a civil penalty in the amount of \$30,000.

- G. From 1987 to 1988, a number of assessment and remedial activities were undertaken by FBJ. Eight groundwater monitoring wells were installed around the septic tank and tile field system. Following the execution of the ACO, the septic tank, tile field and contaminated soil were excavated and disposed of as hazardous waste at GSX Chemical Services Landfill. Analytical sample results collected from the excavation indicated that no compounds with concentrations greater than the laboratory detection limit were present. A private supply well survey was conducted on a 1,100 foot radius from the FBJ Property boundary. Within that radius, eleven residences were identified as having a private well on their property. Of the eleven residences, seven were not able to be contacted, and of the remaining four residences contacted, only one confirmed the use of their private well for domestic purposes. This resident indicated the private well had been sampled several times and the results indicated there was no groundwater degradation. In 1988, quarterly groundwater monitoring of the existing monitoring well network began. Samples were analyzed for organics, metals, inorganic non-metallic compounds, pH, conductance, turbidity, coliform, and radiological parameters.
- H. On March 11, 2000, the Department determined a substantial improvement in groundwater quality downgradient from the former

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septic tank tile field system had occurred based on a review of Site data. No constituents were detected at concentrations above applicable Maximum Contaminant Levels (MCLs) as set forth in the United States Environmental Protection Agency (EPA) Primary Drinking Water Standards. Based on the aforementioned data, the Department concluded that Fred B. Johnston Company, Inc. had fully complied with both remedial and investigatory requirements of ACO 87-43-SW.

- I. Prior to 2008, the Property was owned and operated by FBJ. The current Property owner is Premark Packaging LLC (Premark). ITW has executed a Declaration of Environmental Covenants and Easements (Declaration) with Premark. The Declaration is included as Appendix B to this Contract.
- J. In June and July of 2008, MACTEC Engineering and Consulting, Inc. (MACTEC) conducted a Limited Phase II Environmental Site Assessment (ESA) at the Site (MACTEC July 2008) as a part of pre-purchase due diligence on behalf of ITW. Volatile Organic Compounds (VOCs), primarily tetrachloroethylene and its degradation products, were detected in shallow groundwater samples collected from several temporary monitoring wells and direct push boring locations north of the manufacturing building. A number of samples collected had concentrations which exceeded the MCLs. With the source of the VOCs unknown, further investigation of the nature and extent of the groundwater plume was warranted. At the direction of the Department, four permanent groundwater monitoring wells were initially installed on the Property to facilitate groundwater sampling and collect data to chart a course for future action to address the contaminants in exceedance of the MCLs.
- K. To date, ITW has conducted a number of additional assessment activities at the Site in an effort to identify a source area(s) for the

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VOCs, as well as determine the horizontal and vertical extent of the contaminant plume. Additional assessment activities have been conducted in accordance with Department approved work plans and include the following: update to the private supply well survey based on a 1,500 foot radius from monitoring well MW-1; nine comprehensive groundwater sampling events to analyze for VOCs, Resource Conservation and Recovery Act metals and a suite of monitored natural attenuation parameters; collection and/or screening of soil samples in suspected potential source area(s); and the installation of twenty additional monitoring wells at the Site.

- L. On November 7, 2013, representatives from ITW, Novesis, Inc. (Novesis), and the Department met to discuss the results of the Site assessment work completed in August 2013 and requirements for completion and submission of the Remedial Investigation (RI) Report. Two recently installed irrigation wells, located on the adjacent Chapin High School property and downgradient relative to the ITW Property, had been proposed to be sampled concurrently with newly installed saprolite/bedrock monitoring wells pairs (MW-12/-12D & MW-13/-13D) also located on Chapin High School property. However, Novesis has been unable to collect a sample from the irrigation wells since they are not yet operational due to a lack of power. ITW and Novesis have been involved in discussions with the School District. The Department agreed to temporarily grant an extension with an undetermined due date for the submittal of the RI Report, originally due November 29, 2013, with the understanding that a formal request will be made for a new RI Report submission date once the two irrigation wells at Chapin High School have been sampled.

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RESPONSE ACTIONS

3. ITW agrees to submit to the Department for review and written approval by a mutually agreed upon date as described in Section 2(L) above, a Remedial Investigation (RI) Report (to include an evaluation of risk to human health and the environment) and a Focused Feasibility Study (FFS) Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The FFS Work Plan shall include the name, address, and telephone number of the consulting firm, the analytical laboratory certified by the Department, and ITW's contact person for matters relating to this Contract. ITW will notify the Department in writing of changes in the contractor or laboratory. The Department shall review the RI Report and FFS Work Plan for determination of completion and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to ITW, and ITW 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 RI Report is incomplete, the Department shall send to ITW a letter indicating that revision of the RI Report is necessary. The Department will notify ITW in a standalone letter of any deficiencies in the RI Report and/or FFS Work Plan. Within thirty (30) days of receipt of such letter(s) from the Department, ITW shall submit a revised RI Report and/or FFS Work Plan addressing the Department's comments. The RI Report, FFS Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina.

- A. If determined necessary by the Department, within sixty (60) days of the Department's approval of the RI Report and FFS Work Plan, conduct a Focused Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.

4. ITW shall prepare and submit under separate cover from the Work Plan, a Health

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and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted for information purposes only to the Department. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by ITW.

5. ITW 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 ITW pursuant to this Contract.

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

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

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

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

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ITW: Ken Brown
Illinois Tool Works Inc.
3600 West Lake Avenue
Glenview, Illinois 60026
kbrown@itw.com

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

PUBLIC PARTICIPATION

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

RESPONSE COSTS

9. ITW 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 two thousand seven hundred thirty-six dollars and twenty-nine cents (\$2,736.29) to reimburse estimated past response costs incurred by the Department through December 31, 2013 ("Past Costs") relating to the Site. ITW's payment for Past Costs should be submitted to:

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

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

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RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after ITW has completed the actions required under this Contract, ITW shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of ITW and witnessed, signed, and sealed by a notary public. ITW shall file this restrictive covenant with the Register of Mesne Conveyance or Deeds in Lexington 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 ITW or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. ITW or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, ITW, its signatories, parents, subsidiaries, successors and assigns, shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2) and § 9613(f)((3)(B), S.C. Code Ann. § 44-56-200, for the Response Actions specifically covered in the Contract including the approved Work Plan(s) and reports. A thirty (30) day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the notice of the proposed Contract in the South Carolina State Register.

13. Nothing in this Contract is intended to be, or shall be construed as, a release or

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covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation not a signatory of this Contract or a signatory's parent, successor, assign, or subsidiary.

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

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

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

Once the Department determines that ITW 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 ITW a Certificate of Completion that provides a covenant not to sue to ITW, its signatories, parents, successors, and subsidiaries, 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 and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that ITW successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, ITW its signatories, parents, successors, assigns, and subsidiaries agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to

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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.

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

19. 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 ITW its parents, successors, assigns, and subsidiaries;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in ITW's or its parents, successors, assigns, and subsidiaries 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 ITW to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

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

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

THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: Daphne D. Neel DATE: 12/2/14
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

Clair H. Prince DATE: 12/1/14
Reviewed by Office of General Counsel

ILLINOIS TOOL WORKS INC.

Kenneth A. Brown DATE: 10/1/2014
Signature

Kenneth A. Brown
Printed Name and Title
Manager of Environmental
& Chemical Compliance

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APPENDIX A

Legal Description of the Property

County of Lexington
Tax Map Serial Number 000720-04-001

See Exhibit A of Appendix B,
Declaration of Environmental Covenants and Easements,
on page 23 of this VCC.

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APPENDIX B
Declaration of Environmental Covenants and Easements
County of Lexington

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09/10/2014 10:05:23:317
REC FEE: \$13.00 ST FEE: \$0.00
CO FEE: \$0.00 Pages: 7
Lexington County R.O.D. Debra M. Gunter
RESTRICTIONS Bk:Pg 16795:89

Prepared By:

William L. Goldbeck
Drinker, Biddle & Reath, LLP
191 N. Wacker Drive, Suite 3700
Chicago, Illinois 60606

DECLARATION OF ENVIRONMENTAL COVENANTS AND EASEMENTS

This Declaration of Environmental Covenants and Easements (this "Declaration") is made as of January 31, 2014 (the "Effective Date") by ILLINOIS TOOL WORKS INC., a Delaware corporation ("Declarant").

RECITALS

A. Declarant is the fee simple owner of the property commonly known as 300 East Boundary Road, Chapin, Lexington County, South Carolina and legally described in Exhibit A attached hereto (the "Property"). The Property consists of a 111,237 square-foot manufacturing building located on an approximately 12.45 acre parcel of land. In connection with the internal reorganization of Declarant's industrial packaging group, Declarant intends to convey the Property to ITW IPG Investments LLC, a Delaware limited liability company, which in turn shall convey the Property to Premark Packaging LLC, a Delaware limited liability company. For purposes of this Declaration, any owner of a fee simple interest in all or any portion of the Property is referred to herein as an "Owner."

B. Declarant expects to enroll the Property in the South Carolina Brownfields/Voluntary Cleanup Program (the "Voluntary Cleanup Program") under the oversight and approval of South Carolina's Department of Health and Environmental Control ("DHEC") and in connection therewith has installed temporary and permanent monitoring wells and other equipment in order to monitor ground water at the Property.

C. Declarant is recording this Declaration so that Declarant, after it has transferred ownership of the Property, has the right to perform environmental testing, sampling, monitoring and remediation on and under the Property and has continued access to the Property to perform such activities.

NOW THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by reference), Declarant hereby declares as follows:

1. Environmental Activities. Declarant hereby reserves for the benefit of itself, its successors and assigns, and their respective contractors, consultants, employees and agents, the

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right to enroll the Property in the Voluntary Cleanup Program and to perform the following activities on or under the Property or any portion thereof: (i) collecting, sampling and testing soil, including without limitation the right to obtain core samples, (ii) installing, operating, maintaining, repairing, replacing and removing ground water monitoring wells and related equipment and collecting ground water sample therefrom, (iii) perform other environmental testing and monitoring, (iv) performing environmental remediation work (collectively, the "Environmental Activities"). Each Owner agrees to cooperate with Declarant in enrolling the Property in the Voluntary Cleanup Program, including without limitation executing a Voluntary Cleanup Contract and any other applications, notices or other documents and providing such notifications as may be required by DHEC in connection therewith. Environmental Activities may be performed by Declarant if it determines in its discretion that it is appropriate to do so or if Declarant shall be legally required to perform any Environmental Activities on or under the Property and in such case only to the extent required by an authorized federal or state environmental regulatory agency with jurisdiction, including DHEC and the United States Environmental Protection Agency (collectively, the "Environmental Agencies"). The means by which Declarant may conduct such Environmental Activities, if any (including the scope, implementation and completion thereof), shall be within the sole discretion of Declarant; provided that such Environmental Activities (i) shall be performed in accordance with applicable laws, statutes, rules and regulations and any written requirements and guidance issued by the Environmental Agencies and (ii) shall not unreasonably interfere with use of the Property for industrial/commercial purposes. Declarant shall perform any Environmental Activities free of liens and in a good and workmanlike manner. Each Owner and any tenant, sub-tenant, licensee or occupant of the Property (each an "Obligated Party" and collectively, the "Obligated Parties") agrees to cooperate with Declarant in coordinating the staging and scheduling of any Environmental Activities. Disruption of the operations of an Obligated Party at the Property is possible as a result of Environmental Activities that may be performed by Declarant, its consultants and contractors, including without limitation temporary impaired access to the Property to perform excavation or to install engineered controls or the possibility that work may be required inside the building located on the Property. Declarant agrees that if it undertakes any Environmental Activities, Declarant will make commercially reasonable efforts to reduce disruption to an Obligated Party's operations, provided that such efforts can be made without additional cost to Declarant. Declarant shall be under no obligation to reimburse any Obligated Party for, nor shall Declarant have any liability for, any costs or damages incurred by an Obligated Party as a result of any such disruption of its operations arising out of or relating to any Environmental Activities.

2. Use Restrictions: Engineered Controls.

(a) Declarant hereby reserves the right to record use restrictions against the Property, provided that any such restriction shall not prohibit use of the Property for industrial/commercial purposes. Such use restrictions may include, without limitation, prohibiting any and all use of groundwater at or under the Property for any purpose whatsoever, including without limitation drinking, cleaning, irrigation, processing or any other domestic, commercial or industrial purpose, and in connection therewith, prohibiting construction of wells or other devices to extract groundwater for consumption, irrigation, or any other use, except for wells and devices that are for the specific purpose of monitoring and measuring contaminant levels in ground water.

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Declarant agrees to submit a copy of such restrictions to each Owner prior to the recording thereof for Owner's review and execution. In connection with the foregoing, Declarant hereby reserves a right, coupled with an interest, to act as Owner's attorney-in-fact for the purpose of executing such deed restrictions in the event that Owner fails to execute and return such deed restrictions to Declarant within ten (10) business days after Owner's receipt thereof. No Owner or other Obligated Party shall be entitled to any compensation from Declarant for recording such restrictions, nor shall any Owner have the right to withhold, condition or delay execution of the use restrictions, provided that they do not prohibit use of the Property for industrial/commercial purposes.

(b) Declarant hereby reserves the right to install or construct engineered controls on the Property at Declarant's cost if required by the Environmental Agencies or if otherwise necessary to meet applicable environmental requirements in connection with any Environmental Activities. Following installation or construction of any such engineered controls by Declarant, each Owner shall properly maintain and repair such engineered controls at Owner's cost.

3. Additional Obligations.

(a) Declarant, or its consultants or contractors, shall give each Owner reasonable notice before entry onto the Property or portion thereof by Declarant, its consultants and contractors, along with a description of the purpose for such entry.

(b) Declarant will be responsible for repairing at its cost any and all damage to the Property and any improvements located thereon that results from the performance of any Environmental Activities by Declarant, its consultants and contractors and their respective employees and agents. Declarant shall cause its consultants and contractors performing any Environmental Activities on the Property to each obtain and maintain in connection with its activities on the Property policies of commercial general liability, automobile liability and excess liability insurance policies in commercially reasonable amounts with insurance companies authorized to do business in the State of South Carolina and having a Best's Insurance Guide rating of not less than A-/VII. Declarant shall require cause each of its consultants and contractors to furnish to Owner and any other Obligated Party insurance certificates specifying the types and amounts of coverage in effect, the expiration dates of such policies and, if commercially available at reasonable rates, a statement that no insurance under such policies will be canceled or materially changed without thirty (30) calendar days' prior written notice to the party receiving the certificate. Each certificate shall name Owner and its lender, if any, and any Obligated Parties as an additional insured under such policies.

(c) No Owner or other Obligated Party shall disturb or damage any monitoring wells, engineered controls or any other equipment placed or installed on the Property by Declarant on either a permanent or temporary basis, and each Owner and other Obligated Party shall, at Declarant's election, either repair at its cost or pay to Declarant the cost to repair, any such damage caused by Owner or other Obligated Party, its employees, agents, contractors and invitees.

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(d) Declarant agrees that it shall promptly provide an Owner with a copy of any and all final reports submitted to the Environmental Agencies in connection with the Environmental Activities or as otherwise reasonably requested by Owner. Each Owner or other Obligated Party shall promptly notify Declarant of any communication or demand from any Environmental Agency regarding environmental conditions or liabilities allegedly related to use of the Property prior to the Effective Date and deliver to Declarant copies of any written communications with respect thereto.

(e) A copy of this Declaration shall be provided to all Owners, tenants, sub-tenants, easement holders, heirs, successors, assigns, and transferees by the person transferring the interest.

4. Easement for Environmental Activities. Declarant hereby declares for the benefit of itself, its successors and assigns, a nonexclusive, perpetual easement for vehicular and pedestrian access over, upon, under, across and through the Property for purposes of undertaking or performing any Environmental Activities and to exercise Declarant's other rights under this Declaration.

5. Covenants to Run With the Land. Subject to the terms and conditions hereof, the easements, restrictions, covenants and other terms and provisions contained in this Declaration touch and concern and shall be appurtenant and shall run with the Property and all portions thereof for the benefit of Declarant and its affiliates and their respective successors and assigns. Each and every person and entity that acquires any interest or estate in all or any portion of the Property shall acquire such interest or estate subject to said easements, restrictions, covenants and other terms and provisions of this Declaration and, during the period of time that he or she owns such interest or estate, he or she shall be obligated to perform any and all obligations of the Owner of such portion of the Property in which he or she holds any estate or interest.

6. No Impairment by Foreclosure or Power of Sale. All of the easements, restrictions, covenants and other terms and provisions of this Declaration shall be binding upon and effective against any Owner of the Property or any portion thereof whose title thereto is derived through the foreclosure of, or sale under, any mortgage or deed of trust which now or hereafter encumbers the Property.

7. Notices. Any notice or communication in connection with this Declaration shall be in writing and addressed as follows:

Illinois Tool Works Inc.
3600 West Lake Avenue
Glenview, Illinois 60026
Attn: Manager of Environmental and Chemical Compliance

8. Term and Enforcement of Declaration. This Declaration shall be binding and enforceable on all subsequent Owners of the Property, or any portion thereof, whether by purchase, sale, gift, or otherwise, and upon and all current and future lessees, easement holders, their assigns, and their authorized agents, employees, or persons acting under their direction and control. Each and all individuals and entities by the acceptance of title or other interest in and to

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the Property, or any portion thereof, shall and do hereby agree and covenant to abide by and perform the covenants and obligations contained herein. This Declaration may only be modified or rescinded with the written approval of Declarant, its successors and assigns.

9. Limitation on Liability of Declarant. No personal liability is assumed by nor at any time may be asserted or enforced against any of the officers, directors, trustees, managers, partners, members, shareholders, beneficiaries, employees or agents of Declarant. This Declaration shall not be construed to impose on Declarant any obligation to an Owner or any other Obligated Party to perform any work on the Property, including without limitation any Environmental Activities.

10. Release from Liability of an Owner. In the event that any Owner sells the Property or such portion thereof in which an Owner has an ownership interest (the "Conveying Owner"), then the Conveying Owner shall automatically be freed and relieved, from and after the date of the particular conveyance, of all liability for future performance of any agreements or obligations on the part of the Conveying Owner to be performed pursuant to this Declaration, it being Declarant's intention that the agreements and obligations of any Owner contained in this Declaration shall be binding only during such Owner's period of ownership; provided, however, a Conveying Owner shall remain liable after it ceases to be an Owner for any obligations which arose or were incurred prior to the date of the conveyance of the Property or portion thereof in which it has an interest.

11. Amendment, Voluntary Termination. This Declaration may be canceled, changed, modified, amended or terminated in whole or in part only by a written instrument executed by Declarant and recorded in the public records of Lexington County, South Carolina. The rights and easements hereby created shall not lapse or be terminated by reason of non-use or apparent abandonment thereof nor by or as a consequence of any breach or default hereunder.

12. Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person or in any case by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or in any other case and the same shall remain in full force and effect, unless enforcement of this Declaration as so partially invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Declaration.

13. Captions. The captions preceding the text of each Article, Section, subsection or subparagraph hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Declaration.

14. Governing Law. This Declaration and all rights and obligations hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of South Carolina (without regard to conflict of laws principles).

[Signature page follows]

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first set forth above.

DECLARANT:

ILLINOIS TOOL WORKS INC.

[Signature]
Witness [Signature]
[Signature]
Witness Phillip J. McGovran

By: [Signature]
Name: Randall J. Scheuneman
Title: Vice President and Chief Accounting Officer

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Randall J. Scheuneman as Vice President and Chief Accounting Officer of ILLINOIS TOOL WORKS INC., a Delaware corporation, is personally known to me to the same person whose name is subscribed to the foregoing instrument as such Vice President and Chief Accounting Officer and appeared before me this day in person and acknowledged that he signed and delivered the said instrument, pursuant to authority granted by the Board of Directors of said corporation, as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 31st day of January, 2014.

[Signature]
Notary Public

Commission Expires: 01/03/2017



THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE

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EXHIBIT A

Legal Description of the Property

All that tract or parcel of land lying and being in County of Lexington, State of South Carolina, and being designated as Parcel "A" on a plat prepared for Fred B. Johnston Company D/B/A Weisz Graphics by A & S of Columbia, Inc., dated March 28, 1995, revised March 31, 1995, recorded October 20, 2004, as more particularly depicted on a plat recorded in Plat Book 9648, Page 94, Records of Lexington County, South Carolina, which plat is incorporated herein by reference hereto.

Tax Map Number: 000720-04-001

Common Address of the Property: 300 East Boundary Road, Chapin, South Carolina