



Catherine B. Templeton, Director

Promoting and protecting the health of the public and the environment

June 3, 2016

VIA EMAIL: tom.carter@formasgroup.com
& CERTIFIED MAIL

Article #: 92148969009997901404968689

Mr. Tom Carter
FOMAS, Inc.
500 Wallace Way
York, SC 29745

Re: Responsible Party Voluntary Cleanup Contract
Ajax Rolled Ring Site, York County
BL&WM File #401459

Dear Mr. Carter:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 16-5861-RP, which was executed by the Department on June 2, 2016.

Pursuant to Paragraph 3, FOMAS, Inc. will submit their Feasibility Work Plan by July 1, 2016 and pursuant to Paragraph 9, will pay to the Department by certified or cashier's check, the sum of \$1,929.50 to reimburse past costs incurred by the Department through January 1, 2016. Payment for past costs shall be paid by July 1, 2016, and submitted to:

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

Thank you for your patience and cooperation in this matter. The Department looks forward to working with FOMAS, 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) 898-0840.

Yours very truly,

Pat Vincent, 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
Harry Mathis, EQC Midlands
Addie Walker/Pat Vincent/David Wilkie/Shawn Reed/Karen Clymer/Linda Jackson, L&WM

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE

Pat Vincent

**VOLUNTARY CLEANUP CONTRACT
16-5861-RP**

**IN THE MATTER OF
AJAX ROLLED RING SITE, YORK COUNTY
and
FOMAS, INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and FOMAS, 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 Ajax Rolled Ring Site ("Site"). The facility property is located at 500 Wallace Way in York, South Carolina ("Property"). The Property includes approximately 29.096 acres and is bounded generally by the Episcopal Church Home for Children to the south, to the west by Fram Filtration (formerly Champion Laboratories, Inc.), to the north by undeveloped woodlands followed by Alexander Love Highway, and to the east and southeast by single family residences. The Property is identified by the County of York as Tax Map Serial Number 0701801036. 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. "FOMAS" shall mean FOMAS, Inc. FOMAS is a Delaware corporation with its principal place of business at 500 Wallace Way, York, South Carolina.
 - B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.

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- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of FOMAS.
- H. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.

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- I. "Site" shall mean all areas where a Hazardous Substance, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- J. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- K. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

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

- A. In 1979, the Property was owned and operated by Edgewater Steel Company, a Pennsylvania corporation. Edgewater Steel Company manufactured rolled steel rings. In 1982, Edgewater Steel Company changed its name to Edgewater Corporation.
- B. In 1986, Ajax Rolled Ring & Machine, Inc. purchased the Property from Edgewater Corporation.
- C. Ajax Rolled Ring & Machine, Inc. manufactured seamless rolled rings used in construction equipment and machinery for military, power-generation, petrochemical, and industrial applications.
- D. In 1990, Ovako North America, Inc., a Delaware corporation, purchased Ajax Rolled Ring & Machine, Inc.
- E. FOMAS asserts it has (or previous owners have) performed environmental investigations of and performed a removal action at the Property. FOMAS asserts in 1990, sampling results for total petroleum hydrocarbons (TPH) were below regulatory limits mainly in the surface soils and arsenic, barium, and chromium in the soils

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within the settling basins were below regulatory limits.

- F. In 1992, approximately 420 tons of soil were reportedly excavated from four areas of concern (i.e., approximately 40 tons from the oil tank loading area; approximately 43 tons from the burn area; approximately 284 tons from stained areas north of the manufacturing building; and approximately 52 tons from the cooling tower area) that were identified during environmental assessments performed in 1990. Excavated soils were transferred to a soil treatment facility. All four areas were excavated to a clean status (<100 ppm TPH) in accordance with the agreed upon closure plan. In 2000, soil and groundwater were analyzed for TPH, 8 RCRA metals and volatile organic compounds (VOCs). No analytes were found to be present above their screening levels, background concentrations or the maximum contaminant levels (MCLs).
- G. On August 9, 2002, Ovako North America, Inc. sold the common stock of Ovako Ajax, Inc to eXpert Forge & Machine of Delaware, Inc. On August 13, 2002, the facility name Ovako Ajax, Inc. was changed to eXpert Forge and Machine of Michigan, Inc. The new company would operate under the name of Ajax Rolled Ring and Machine. Later that year, on December 31, 2002, Ovako Ajax, Inc. merged into eXpert Forge & Machine of Michigan, Inc. (eXpert), but operated as Ajax Acquisition Corporation, a Delaware corporation, during the buy-out process. Shortly thereafter, eXpert was doing business as Ajax Rolled Ring & Machine, Inc.
- H. In 2005, Dogwood Equity, a private equity firm, purchased Ajax Rolled Ring & Machine, Inc., and continued to do business as Ajax Acquisition Corporation.
- I. On information and belief, groundwater contamination was discovered at the Site in early 2007 during an assessment conducted by a prospective purchaser, CN Crag Gillespie, LLC. Trichloroethene (TCE) was detected in the groundwater at a

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- concentration of 25 ug/l exceeding the United States Environmental Protection Agency's Maximum Contaminant Level (MCL) for TCE of 5 ug/l. Sampling results detected no soil contamination.
- J. On June 15, 2007, the Property was conveyed from eXpert Forge & Machine, Inc. to CN CRAG Gillespie LLC.
 - K. In 2008, the groundwater contaminant plume was delineated and monitoring of the plume continued through 2012.
 - L. On April 3, 2008, Ajax Acquisition Corporation changed its name to Ajax Rolled Ring & Machine, Inc.
 - M. On October 6, 2011, Ajax Rolled Ring & Machine, Inc. converted to Ajax Rolled Ring & Machine, LLC.
 - N. On October 14, 2011, the Property was transferred from CN Crag Gillespie, LLC, a Delaware limited liability company, to Ajax Rolled Ring & Machine, LLC.
 - O. In 2012, the Department requested that Ajax develop and submit for approval a Feasibility Study to evaluate remedial alternatives.
 - P. On June 30, 2014, the Department invited Ajax to enter the Department's Voluntary Cleanup Program (VCP). On July 30, 2014, Ajax advised that it was in the process of a buy-out and, thereafter, the Department provided an extension until after Ajax's corporate purchase.
 - Q. On December 23, 2014, FOMAS voluntarily agreed to enter the VCP.
 - R. Also, on December 23, 2014, Ajax provided the Department reports of additional investigations of the Site performed by a prospective purchaser (said investigations were not overseen by the Department), including the September 2014 Limited Phase II Environmental Site Assessment (ESA) and November 2014 Phase II ESA Validation Sampling.
 - S. On or around February 19, 2015, Ajax was merged into FOMAS, Inc., a Delaware corporation. FOMAS continued operating as a rolled ring manufacturer.

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- T. As of January 1, 2016, the Department has incurred approximately three thousand, three hundred twenty-eight dollars and forty-seven cents (\$3,328.47) in Past Costs at the Site. The Department is aware that additional costs have been incurred and that this figure is based on information available to the Department and reserves its right to amend, change, and/or update this Past Costs figure.

RESPONSE ACTIONS

3. FOMAS agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Feasibility Study (FS) Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The FS Work Plan shall be implemented upon written approval from the Department. The FS Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and FOMAS's contact person for matters relating to this Contract. FOMAS will notify the Department in writing of changes in the contractor or laboratory. The Department will review the FS Work Plan and will notify FOMAS in writing of any deficiencies in the FS Work Plan, and FOMAS will respond in writing to the Department's comments within thirty (30) days. The FS Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Conduct and submit a FS to evaluate remedial alternatives for addressing Contamination at the Site
- B. Within sixty (60) days of execution of this Contract, FOMAS will submit to the Department a comprehensive Groundwater Monitoring Plan. Upon approval of the Groundwater Monitoring Plan, FOMAS will conduct groundwater monitoring in compliance with the Monitoring Plan.

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

5. FOMAS 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 FOMAS pursuant to this Contract.

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

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

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

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The Department: Addie Walker
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
Email: walkersa@dhec.sc.gov

FOMAS: Tom Carter
FOMAS, Inc.
500 Wallace Way
York, South Carolina 29745
Email: tom.carter@fomasgroup.com

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

PUBLIC PARTICIPATION

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

RESPONSE COSTS

9. FOMAS 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 one thousand, nine hundred twenty-nine dollars and fifty cents (\$1,929.50) to settle past response costs incurred by the Department through January 1, 2016 ("Past Costs") relating to the Site. FOMAS's payment for Past Costs should be submitted to:

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

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In accordance with §§ 44-56-200 and 44-56-740, FOMAS shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract occurring after January 1, 2015. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

FOMAS: Attention: Accounts Payable
FOMAS, Inc.
500 Wallace Way
York, South Carolina 29745
Email: AP-Ajax@fomasgroup.com

All of FOMAS's payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). FOMAS and subsequent owners of the Property shall

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ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If FOMAS is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by FOMAS.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after FOMAS has completed the actions required under this Contract, FOMAS 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 FOMAS and witnessed, signed, and sealed by a notary public. FOMAS shall record this restrictive covenant with the Register of Deeds or Mesne Conveyances in York 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 FOMAS or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. FOMAS 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 FOMAS, its signatories, parents, subsidiaries, successors and assigns shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2), S.C. Code Ann. § 44-56-200, for the matters

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

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

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

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

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

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

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

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

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

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight

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Costs as defined in Paragraph 9 above;

- D. Additional Contamination or releases or consequences at the Site caused by FOMAS, its parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in FOMAS' or its parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract;
or
- G. Failure by FOMAS to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

19. Upon termination of the Contract under Paragraph 16 or 17, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of the Contract by FOMAS or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

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

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

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

DATE: 6/2/2016

Clare W. Price

Reviewed by Office of General Counsel

DATE: 5/26/16

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE pat Vincent

FOMAS, INC


Signature

DATE: 3/9/16

Tom Carter MANAGING DIRECTOR
Printed Name and Title

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AND CORRECT COPY

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patvincent

APPENDIX A

Legal Description of the Property

County of York
Tax Map Serial Number 0701801036

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LEGAL DESCRIPTION

TRACT 1: That certain tract or parcel of land situated, lying and being in the City of York, York County, South Carolina and being more particularly described as follows:

COMMENCING from an existing concrete monument being the southerly common corner of the Joe Daves, Sr. property as described in Deed Book 2356, Page 89, recorded in the York County Public Registry and the Episcopal Church Home of York property as described in Deed Book 57, Page 262, and runs thence with the southerly line of the Episcopal Church Home of York property South 62-47-40 East 928.94 feet to an existing iron pipe on the northwesterly line of Lot 3-32, Lincoln Estates, Phase III as recorded in Plat Book 186, Page 1; thence with the northwesterly line of Lot 3-32 and continuing with Lot 3-31, Lincoln Estates, Phase III as recorded in Plat Book 186, Page 1 South 27-10-14 West 347.30 feet to an existing iron rod being the true point and place of BEGINNING; thence with the northwesterly line of Lot 3-31 and continuing with Lot 3-30, Lot 3-29, Lot 3-28, Lot 3-27, Lot 3-26, Lot 3-25, Lot 3-24, Lot 3-23, Lot 3-22, Lot 3-21, Lot 3-20 and Lot 3-19, Lincoln Estates, Phase III as recorded in Plat Book 186, Page 1 South 27-09-00 West passing an existing concrete monument at 1186.97 feet for a total distance of 1278.23 feet to a new iron rod in the center of the Southern Railway Right-of-way (130' right-of-way); thence with the center of the Southern Railway Right-of-way the following twelve (12) courses and distances: 1) North 21-30-22 West 24.97 feet to an existing iron rod, 2) North 24-11-02 West 99.98 feet to an existing iron rod, 3) North 27-59-11 West 99.98 feet to an existing iron rod, 4) North 31-32-47 West 99.98 feet to an existing iron rod, 5) North 35-34-29 West 100.10 feet to an existing iron rod, 6) North 39-53-20 West 99.99 feet to an existing iron rod, 7) North 44-08-37 West 100.05 feet to an existing iron rod, 8) North 48-15-07 West 99.95 feet to an existing iron rod, 9) North 51-58-43 West 100.00 feet to an existing iron rod, 10) North 55-53-58 West 100.08 feet to an existing iron rod, 11) North 59-38-48 West 100.21 feet to a new iron rod, 12) North 62-48-56 West 100.22 feet to a new iron rod being the southeast corner of the York County property as described in Deed Book 585, Page 162; thence with the York County property North 40-07-51 East passing an existing concrete monument at 24.70 feet for a total distance of 698.79 feet to an existing iron rod being the southwesterly corner of the eXpert Forge & Machine, Inc. property as described in Deed Book 4905, Page 235; thence with the eXpert Forge & Machine, Inc. property the following three (3) courses and distances: 1) South 66-47-22 East 587.04 feet to a new iron rod, 2) North 23-14-05 East 170.00 feet to a new iron rod, 3) South 66-42-53 East 304.30 feet to the point and place of BEGINNING containing 839,252 square feet or 19.2666 acres of land as shown as Tract 1 on a survey prepared by R.B. Pharr & Associates, P.A. dated June 28, 2002, and last revised August 12, 2002 (Map File W-2834).

TRACT 2: That certain tract or parcel of land situated, lying and being in the City of York, York County, South Carolina and being more particularly described as follows:

BEGINNING at an existing concrete monument being the southerly common corner of the Joe Daves, Sr. property as described in Deed Book 2356, Page 89 recorded in the York County Public Registry and the Episcopal Church Home of York property as described in Deed Book 57, Page 262,

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and runs thence with the southerly line of the Episcopal Church Home of York property South 62-47-40 East 928.94 feet to an existing iron pipe on the northwesterly line of Lot 3-32, Lincoln Estates, Phase III as recorded in Plat Book 186, Page 1; thence with the northwesterly line of Lot 3-32 and continuing with Lot 3-31, Lincoln Estates, Phase III as recorded in Plat Book 186, Page 1 South 27-10-14 West 347.30 feet to an existing iron rod being the northeast corner of the eXpert Forge & Machine, Inc. property as described in Deed Book 4905, Page 244; thence with the eXpert Forge & Machine, Inc. property the following three (3) courses and distances: 1) North 66-42-53 West 304.30 feet to a new iron rod, 2) South 23-14-05 West 170.00 feet to a new iron rod, 3) North 66-47-22 West 587.04 feet to an existing iron rod on the southeasterly line of the York County property as described in Deed Book 585, Page 162; thence with the York County property the following two (2) courses and distances: 1) North 40-03-33 East 185.55 feet to an existing concrete monument, 2) North 70-23-53 West 22.72 feet to a new iron rod being a southeasterly corner of the aforementioned Joe Daves, Sr. property; thence with the Joe Daves, Sr. property the following two (2) courses and distances: 1) North 23-02-24 East 143.96 feet to an existing iron rod, 2) North 14-04-03 East 264.03 feet to the point and place of BEGINNING containing 430,079 square feet or 9.8733 acres of land as shown as Tract 2 on a survey prepared by R. B. Pharr & Associates, P.A. dated June 28, 2002, and last revised August 12, 2002 (Map File W-2834).

Tax Map No. 070-18-01-036

DERIVATION: This being the identical property conveyed by EXPERT FORGE & MACHINE, INC. to CN CRAG Gillespie LLC by deed recorded on June 15, 2007 in Book 9180, Page 48 in the Office of the Clerk of Court for York County, South Carolina.