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March 12, 2013

CERTIFIED MAIL - 9171999991703137207266

Phillip L. Conner
McNair Law Firm, P.A.
P.O. Box 477
Greenville, SC 29602

**Re: Responsible Party Voluntary Cleanup Contract;
Former Auriga/KOSA/Hoechst Celanese Site;
Spartanburg County.**

Dear Mr. Conner:

Please find enclosed a Certified As True And Correct Copy of Responsible Party Voluntary Cleanup Contract 13-5841-RP which was executed on March 12, 2013.

Please note the reimbursement requirement in the Cost of Response section on page 10, item 9.

Thank you so much for your patience and cooperation in this matter. The Department looks forward to working with CNA Holdings, LLC 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 Keith Collinsworth at (803) 896-4181, or myself at (803) 896-4168.

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
Keith Collinsworth, L&WM
John Cresswell, L&WM
Susan Turner, Director, EQC Region 2
Addie Walker, L&WM
Pat Vincent, L&WM
Shawn Reed, L&WM
Linda Jackson, L&WM
BLWM File 400225

**VOLUNTARY CLEANUP CONTRACT
13-5841-RP**

**IN THE MATTER OF
FORMER AURIGA/KOSA/HOECHST CELANESE SITE,
SPARTANBURG COUNTY
and
CNA HOLDINGS LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and CNA Holdings LLC, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. §§ 44-56-10 to 850, as amended, with respect to the Facility known as the Former Auriga/KoSa/Hoechst Celanese Site ("Site"). The facility property is located at 1550 Dewberry Lane, Spartanburg, South Carolina ("Property"). The Property includes approximately 300 acres and is bounded generally to the north by the Cherokee Creek; on the east by the Pacolet River; on the south by Interstate 85; and on the west by various industrial properties beyond which is Gossett Road. The Property is more specifically identified by the County of Spartanburg as Tax Map Serial Numbers 3-06-00-027.00 (to the extent that parcel 3-06-00-027.00 is located west of the Pacolet River, east of parcel 3-06-00-027.04, and south of the Cherokee Creek); and 3-06-00-051.00; and a legal description of the Property and Figure showing the Property are 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. "CNA" shall mean CNA Holdings LLC. CNA is a Delaware corporation authorized to do business in South Carolina with its principal place of business located at 222 W. Las Colinas Blvd.,

Suite 900N, Irving, Texas 75039. CNA Holdings LLC is a subsidiary of Celanese Corporation.

- B. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- C. "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.
- D. "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.
- E. "Contamination" shall mean impact by a Contaminant or hazardous substance.
- F. "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 CNA or its related companies. CNA and its related companies no longer own any portion of parcel 3-06-00-027.00.

CNA currently owns parcel 3-06-00-051.00.

- G. "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.
- H. "The Site" shall mean the Property and 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.
- I. "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.
- J. "Work Plan" shall mean the plan for additional response actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

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

- A. The Property was the location of various manufacturing facilities from the 1960's to present. Past and/or Owners/Operators include Hercules, Inc., Hystron Fibers, Inc., American Hoechst, Messer Greishiem, Inc., Hoechst Celanese, KoSa, Arteva Specialties, Invista, Johns Mansville, and Auriga Polymers, Inc.
- B. Based on historical documentation and interviews, the Property was first industrially developed by Hercules, Inc. in 1966 when they built a Dimethyl Terephthalate (DMT) production facility on the southeast portion of the Property. The DMT facility was closed in 1978 and

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has been dismantled. Hystron Fibers Inc. leased a portion of the property from Hercules starting in approximately October 1967 and constructed a fiber production area west of the DMT facility. In May 1970, Hystron Fibers Inc. purchased the DMT facility from Hercules, Inc., and Farbwerke Hoechst A.G., a West German corporation, acquired 100% of the stock ownership of Hystron Fibers Inc. (and subsequently renamed it Hoechst Fibers, Inc.). In 1971, Farbwerke Hoechst became American Hoechst. In 1987, American Hoechst acquired Celanese Corporation in a stock purchase and formed Hoechst Celanese. Messer Greishiem, Inc. (MGI) leased an area in the southeast portion of the Property (part of the former DMT area) in 1986. The MGI area became part of Hoechst Celanese when they merged in 1987. The polyester business was divested by Hoechst Celanese in 1998 to Arteva Specialties who operated as KoSa. Celanese (as HNA Holdings) also sold a portion of the Property to Johns Mansville. Arteva Specialties (KoSa) and INVISTA merged in 2004 and subsequently changed its name to Invista. Invista sold 384 acres to Auriga Polymers in 2011. Auriga is presently operating at the Property. CNA Holdings LLC is the legal successor to HNA Holdings.

- C. In 1988, while reviewing routine groundwater monitoring for indicator parameters around a wastewater lagoon at the site, the Department discovered abnormalities in the groundwater data. Two monitoring wells were installed during this investigation. Subsequently, assessment of the groundwater, soil, surface water and sediments was initiated by CNA. Since 1990, CNA has conducted extensive activities to identify, delineate, and address Contamination that has been found at the Site. A partial description of those activities is as follows:
- i. Phase I and phase IA Site investigations that included the construction of approximately 21 monitoring wells, soil

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- sampling, and soil gas sampling;
- ii. Phase II Site investigation that included the construction of approximately 16 monitoring wells, soil sampling, and groundwater investigation;
 - iii. Phase III Site investigation that included the construction of approximately 39 monitoring wells and 25 groundwater extraction wells to remove Contamination;
 - iv. Construction of approximately 8 monitoring wells and an additional extraction well;
 - v. Phase IV Site investigation that included the construction of 45 monitoring wells, 27 extraction wells, and soil sampling;
 - vi. Removal of in-ground wastewater treatment plant (WWTP) process units and the construction of above ground tank based WWTP with secondary containment;
 - vii. Construction of groundwater treatment system;
 - viii. Installation of 2 monitoring wells off of Site near I-85;
 - ix. Implementation of Enhanced Reductive Dechlorination for groundwater treatment;
 - x. Three sampling events at private well located at 611 Bruckner Road for chloroform (results were non-detect);
 - xi. Sampling of two additional private wells located near Bruckner Road for chloroform (results were non-detect); and
 - xii. Ongoing sampling of surface water in the Pacolet River, downstream of Outfall 004, and Cherokee Creek.
- D. All of the above activities have been or are being conducted voluntarily and under oversight by the Department. Pursuant to the above activities, groundwater flow direction has been extensively evaluated and is understood. Areas of soil and groundwater degradation have been delineated. Contaminants including 1,4 dioxane, 1,1 biphenyl, biphenyl ether, chloroform and low concentrations of other constituents have been identified.

Chloroform is the only constituent known to have migrated offsite in groundwater. Monitoring and further assessment are continuing at the Site to date.

- E. Sources for various Contaminants have been identified as the former DMT site, wastewater treatment plant sludge impoundments and basins, and the DowTherm Heater area. In 1978, prior to Celanese's involvement at the Site, the DMT facility from which chloroform releases occurred, was closed. In the mid-1990's, the wastewater treatment plant sludge impoundments were closed and sludge was excavated. Process and other improvements were made to the DowTherm Heater area to prevent potential releases of constituents. Celanese continues to perform remedial activities along with continued monitoring and further assessment at the Site. The Department has conducted additional private well sampling, which confirmed that the private wells are not impacted by the Site. The Department has also conducted two public meetings on August 2, 2011 and November 28, 2011. In August 2011, the Department performed a cancer cluster study, which concluded that there were no increases in cancer incidences or mortality among residents of the 29307 zip codes between 1996 and 2007. The ATSDR concurred with these conclusions in a letter dated October 21, 2011.
- F. In performing the above-described work, CNA, or its contractors, have developed numerous work plans, investigation reports and other documents focused on determining the extent of soil and groundwater contamination and remedial activities at the Site. Where appropriate, the Department has provided responses to documents submitted by CNA. See Appendix B for a partial list of documents submitted by CNA.
- G. As a mechanism for continuing with the work being done by CNA, DHEC invited CNA to enter the DHEC's Voluntary Cleanup Program (VCP) in order to reach a CERCLA-quality cleanup at the Site and,

on June 15, 2012, Celanese voluntarily agreed to enter the VCP.

- H. CNA agrees to provide the necessary information and/or additional investigation if so requested by DHEC in order for CNA to conduct and obtain a CERCLA-quality response action pursuant to the provisions of CERCLA §104, 42 U.S.C. §9604.
- I. As of September 30, 2012 the Department has incurred approximately one hundred six thousand ninety-seven dollars and seventy-three cents (\$106,097.73) in past costs of response at the Site. DHEC 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 the figure.

RESPONSE ACTIONS

3. CNA agrees to submit to the Department for review and written approval within forty-five (45) days (unless otherwise agreed to by DHEC) of the execution date of this Contract a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The parties to this Contract acknowledge that a substantial amount of investigation work and remediation work has been performed at this Site over the past 24 years. This past work may wholly or substantially satisfy some of the requirements for the Work Plan. Therefore, it is agreed that any response actions that have been completed and that meet the conditions of this Contract shall be deemed to satisfy the applicable elements of the Work Plan provided for in this Paragraph 3. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and CNA's contact person for matters relating to this Contract. CNA will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and related documents and will notify CNA in writing of any deficiencies in the Work Plan or other documents, and CNA will respond in writing within forty-five (45) days to the Department's comments. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.)

and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Update the 2010 Remedial Effectiveness Report using current data to establish the current Remedial Investigation (RI) status on each of the operable units and describing the administrative path forward (including schedules) through the remedial process.
- B. Submit to the Department an RI Report (to include a Preliminary Risk Evaluation or other assessment of risk to human health and the environment) in accordance with the schedule in the approved Work Plan. The Department shall review the report for determination of completion of the RI and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to CNA, and CNA shall subsequently conduct additional field investigation to further determine the source, nature, and extent of contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to CNA a letter indicating that revision of the report is necessary. Unless otherwise agreed to by DHEC, within forty-five (45) days of receipt of such letter from the Department, CNA shall submit a revised report addressing the Department's comments.
- C. If remediation of the Contamination at the Site is determined necessary by the Department, conduct an appropriate Feasibility Study to evaluate remedial alternatives for addressing contamination at the Site.

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



may result from implementation of the Health and Safety Plan by CNA.

5. CNA shall inform the Department of field activities by periodically updating the schedule included in the Work Plan as the scope of work or schedule changes. If CNA plans to conduct field activities not included in the written project schedule, CNA shall inform the Department in writing at least five (5) working days in advance of 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 CNA pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once every six months thereafter, CNA 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 environmental data related to the Site, 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 at the Site during the previous reporting period and the actions taken to resolve them.

7. All correspondence required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if sent by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) 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: Addie Walker
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
walkeras@dhec.sc.gov

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CNA: Steven M. Simpson
Celanese Global Retained Environmental Matters (REM) Manager
1085 Lakeview Road
Salisbury, NC 28147
(704) 450-8402
Steven.Simpson_contractor@Celanese.com

All final work plans and reports shall include three (3) 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), as amended, and not inconsistent with the National Contingency Plan. CNA will pay costs of response associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

COSTS OF RESPONSE

9. CNA shall, within forty five (45) days after receipt of an invoice and after the execution of this Contract, pay to the Department by certified or cashier's check the sum of one hundred six thousand ninety-seven dollars and seventy-three cents (\$106,097.73) to reimburse estimated past costs of response incurred by the Department through September 30, 2012 ("Past Costs") relating to the Site. CNA'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, CNA 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 receipt of Department's invoice. The Department shall provide an invoice with 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. Unless otherwise directed in writing by CNA, invoices shall be submitted to:

CNA/Celanese: Ms Karen Brice
Celanese Global Retained Environmental Matters
1601 West LBJ Freeway
Dallas, TX 75234
(972) 443-4531
Karen.Brice@Celanese.com

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

The South Carolina Department of Health & Environmental Control

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

ACCESS

10. CNA shall not deny the Department, its authorized officers, employees, representatives, and all other persons performing response actions 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). CNA shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, to any owner (or such owner's legal counsel) of other property that is currently part of the Site, and to any owner (or such owner's legal counsel) of property that may become part of the Site in the future based upon the work performed under this



Contract. If CNA is unable to obtain access upon reasonable terms from the Property owner, the Department may obtain access and perform response activities. All of the Department's costs associated with access and said response actions will be reimbursed by CNA.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after CNA has completed the actions required under this Contract, a covenant placing necessary and appropriate restrictions on use of the Property shall be executed and recorded upon any portion of the Site owned by CNA or over which CNA has authority to require such restrictive covenants. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of CNA, and witnessed, signed, and sealed by a notary public. CNA shall file this restrictive covenant with the Register of Mesne Conveyance or Deeds in the county in which the Property is located. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the Restrictive Covenant, if required, is executed and recorded as to the portion of the Site owned by CNA or over which CNA has authority to require such Restrictive Covenant. 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 CNA or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. CNA 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. The obligations of this Contract apply to CNA and this Contract inures to the

benefit of CNA's signatories, parents, successors, assigns, and subsidiaries.

13. Subject to Paragraph 16, nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation not a signatory of this Contract or 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 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 CNA 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, CNA shall submit to the Department a written notice of completion.

Once the Department determines that CNA has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), shall issue CNA a Certificate of Completion that provides a covenant not to sue to CNA, its signatories, parents, successors, assigns, 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 is contingent upon the Department's determination that the responsible party successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, CNA its signatories,

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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 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. CNA 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 CNA 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.

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

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional contamination or releases or consequences at the Site caused by CNA 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 CNA's or its parents, successors, assigns, and subsidiaries business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract; or
- G. Failure by CNA to obtain the applicable permits from the

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Department for any response actions or other activities undertaken at the Property.

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

20. The parties to this Contract agree that this Contract governs CNA's liability to the Department for administrative and civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and CNA with respect to this Contract. The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth in this Contract.

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

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE

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THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: *Daphne G. Neel* DATE: 3/12/13
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

Clair H. Prince DATE: 3/4/13
Reviewed by Office of General Counsel

CNA HOLDINGS LLC

Chris Jensen DATE: 2/22/2013
Signature
CHRISTOPHER JENSEN
PRESIDENT
Printed Name and Title



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APPENDIX A
Legal Description of the Property

County of Spartanburg
Tax Map Serial Numbers 3-06-00-027.00 and 3-06-00-051.00

Property North of I-85

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATED, LYING AND BEING IN THE COUNTY OF SPARTANBURG, STATE OF SOUTH CAROLINA, CONTAINING TWO HUNDRED SEVENTY SIX AND 96/100 (276.93) ACRES MORE OR LESS AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT A CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF DEWBERRY ROAD (S-42-754) AND THE EASTERN RIGHT-OF-WAY OF HOECHST DRIVE (S800), HAVING SOUTH CAROLINA STATE PLANE COORDINATES OF N: 1164800.39, E:1741043.64; THENCE ALONG THE RIGHT OF WAY OF HOECHST DRIVE THE FOLLOWING CALLS: N10°21'17"W A DISTANCE OF 20.04 FEET TO AN IRON PIN; THENCE N17°39'48"E A DISTANCE OF 232.38 FEET TO A POINT; THENCE ALONG A CURVE WITH A RADIUS OF 691.97 FEET, A CHORD BEARING OF N40°15'06"E, A CHORD DISTANCE OF 532.45 FEET TO A POINT; THENCE N62°41'29"E A DISTANCE OF 76.47 FEET TO A POINT; THENCE ALONG A CURVE WITH A RADIUS OF 708.00 FEET, A CHORD BEARING OF N55°15'51"E, A CHORD LENGTH OF 183.04 FEET TO A POINT; THENCE N47°50'14"E A DISTANCE OF 374.76 FEET TO A POINT; THENCE N45°13'39"E A DISTANCE OF 83.80 FEET TO A POINT; THENCE ALONG A CURVE WITH A RADIUS OF 169.52 FEET, A CHORD BEARING OF N30°34'34"E, A CHORD DISTANCE OF 86.10 FEET TO A NAIL; THENCE N75°12'27"W A DISTANCE OF 65.81 FEET TO AN IRON PIN; THENCE ALONG A CURVE WITH A RADIUS OF 103.52 FEET, A CHORD BEARING OF S31°09'37"W, A CHORD LENGTH OF 51.51 FEET TO A POINT; THENCE S45°13'39"W A DISTANCE OF 82.30 FEET TO A POINT; THENCE S47°50'14"W A DISTANCE OF 373.25 FEET TO A POINT; THENCE ALONG A CURVE WITH A RADIUS OF 642.00 FEET, A CHORD BEARING S55°15'51"W, A CHORD DISTANCE OF 165.98 FEET TO A POINT; THENCE S64°07'05"W A DISTANCE OF 85.02 FEET TO AN IRON PIN; THENCE ALONG RONALD V. WHITLOCK N34°38'21"W A DISTANCE OF 1051.03 FEET TO AN IRON PIN; THENCE TURNING AND RUNNING ALONG AURIGA POLYMERS N75°10'15"E 1559.80 FEET TO A MONUMENT; THENCE TURNING AND RUNNING ALONG JOHNS MANVILLE INTERNATIONAL THE FOLLOWING CALLS: N30°24'48"E A DISTANCE OF 230.47 FEET TO A MONUMENT, THENCE S59°50'38"E A DISTANCE OF 60.72 FEET TO A POINT; THENCE N31°19'38"E A DISTANCE OF 16.25 FEET TO A NAIL; THENCE S57°57'07"E A DISTANCE OF 25.18 FEET TO A NAIL; THENCE N30°30'13"E A DISTANCE OF 14.89 FEET TO A NAIL; THENCE S58°57'29"E A DISTANCE OF 9.30 FEET TO A MONUMENT; THENCE N30°09'57"E A DISTANCE OF 146.84 FEET TO A MONUMENT; THENCE S58°48'55"E A DISTANCE OF 2.10 FEET TO A MONUMENT; THENCE N30°30'48"E A DISTANCE OF 384.10 FEET TO A MONUMENT; THENCE N59°05'30"W A DISTANCE OF 14.85 FEET TO A MONUMENT; THENCE N28°53'36"E A DISTANCE OF 68.49 FEET TO A MONUMENT; THENCE N59°41'51"W A DISTANCE OF 98.54 FEET TO A MONUMENT; THENCE N10°52'23"E A DISTANCE OF 41.59 FEET TO A MONUMENT; THENCE N30°32'57"E A DISTANCE OF 312.21 FEET TO AN IRON PIN; THENCE N56°32'32"W A DISTANCE OF 132.65 FEET TO A POINT; THENCE TURNING AND RUNNING ALONG AURIGA POLYMERS, INC. N36°40'49"E A DISTANCE OF 474.21 FEET TO A POINT; THENCE TURNING AND RUNNING ALONG THE SOUTHERN BANK OF CHEROKEE CREEK THE FOLLOWING CALLS: S46°46'31"E A DISTANCE OF 61.53 FEET TO A POINT; THENCE S57°03'27"E A DISTANCE OF 99.52 FEET TO A POINT; THENCE S49°02'03"E A DISTANCE OF 148.44 FEET TO A POINT; THENCE N77°11'59"E A DISTANCE OF 91.52 FEET TO A POINT; THENCE N85°47'55"E FOR A DISTANCE OF 73.00 FEET TO A POINT; THENCE S84°41'06"E A DISTANCE OF 137.75 FEET TO A POINT; THENCE S81°11'51"E A DISTANCE OF 113.54 FEET TO A POINT; THENCE S51°09'52"E A DISTANCE OF 34.61 FEET TO A POINT; THENCE S83°47'29"E A DISTANCE OF 126.63 FEET TO A POINT; THENCE S58°26'52"E A DISTANCE OF 14.60 FEET TO A POINT; THENCE N89°45'02"E A DISTANCE OF 97.74 FEET TO A POINT; THENCE S79°08'57"E A DISTANCE OF 81.56 FEET TO A POINT; THENCE S87°46'53"E A DISTANCE OF 44.31 FEET TO A POINT; THENCE S68°14'45"E A DISTANCE OF 78.72 FEET TO A POINT; THENCE S83°02'01"E A DISTANCE OF 86.34 FEET TO A POINT; THENCE S87°36'23"E A DISTANCE OF 101.86 FEET TO A POINT; THENCE N87°30'40"E A DISTANCE OF 113.34 FEET TO A POINT;

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AND CORRECT COPY

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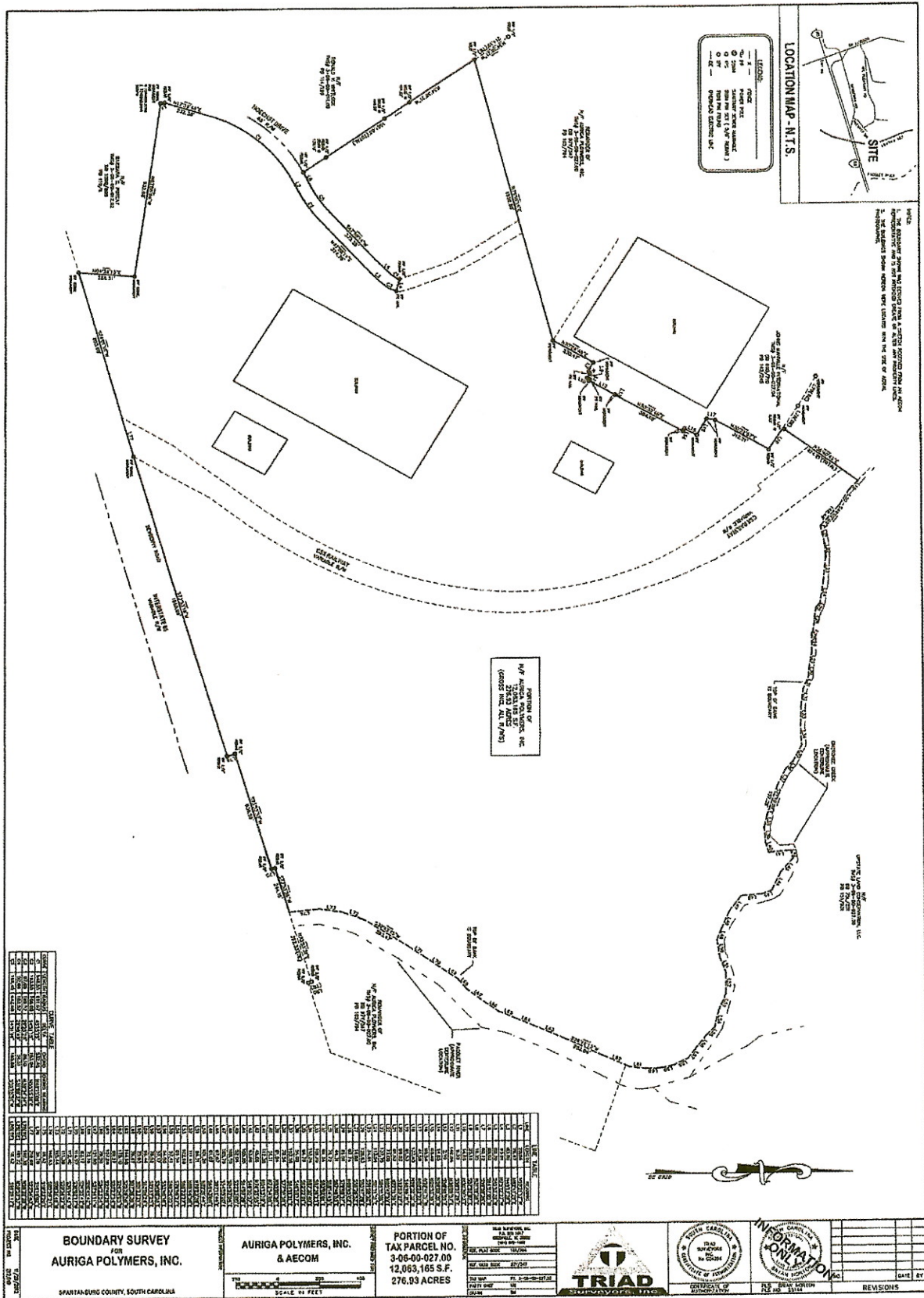
THENCE S62°22'01"E A DISTANCE OF 94.78 FEET TO A POINT; THENCE S46°18'17"E A DISTANCE OF 54.00 FEET TO A POINT; THENCE S64°11'21"E A DISTANCE OF 103.56 FEET TO A POINT; THENCE S71°10'59"E A DISTANCE OF 157.26 FEET TO A POINT; THENCE S77°58'58"E A DISTANCE OF 70.54 FEET TO A POINT; THENCE N85°00'56"E A DISTANCE OF 81.04 FEET TO A POINT; THENCE N72°54'06"E A DISTANCE OF 51.11 FEET TO A POINT; THENCE N04°15'10"W A DISTANCE OF 112.38 FEET TO A POINT; THENCE N76°33'55"E A DISTANCE OF 45.06 FEET TO A POINT; THENCE S48°35'57"E A DISTANCE OF 93.86 FEET TO A POINT; THENCE S64°07'29"E A DISTANCE OF 105.85 FEET TO A POINT; THENCE S22°23'00"E A DISTANCE OF 52.04 FEET TO A POINT; THENCE S04°57'04"E A DISTANCE OF 108.59 FEET TO A POINT; THENCE S54°05'20"E A DISTANCE OF 105.79 FEET TO A POINT; THENCE S64°11'44"E A DISTANCE OF 97.07 FEET TO A POINT; THENCE S68°43'08"E A DISTANCE OF 61.07 FEET TO A POINT; THENCE N81°31'44"E A DISTANCE OF 101.26 FEET TO A POINT; THENCE N70°23'39"E A DISTANCE OF 84.21 FEET TO A POINT; THENCE N89°44'56"E A DISTANCE OF 111.41 FEET TO A POINT; THENCE S68°23'27"E A DISTANCE OF 102.69 FEET TO A POINT; THENCE S76°56'27"E A DISTANCE OF 86.54 FEET TO A POINT; THENCE TURNING AND RUNNING ALONG THE WESTERN BANK OF THE PACOLET RIVER THE FOLLOWING CALLS: S46°34'35"E A DISTANCE OF 57.41 FEET TO A POINT; THENCE S53°40'16"E A DISTANCE OF 94.50 FEET TO A POINT; THENCE S54°08'58"E A DISTANCE OF 57.17 FEET TO A POINT; THENCE S27°17'25"E A DISTANCE OF 78.52 FEET TO A POINT; THENCE S13°04'24"E A DISTANCE OF 69.44 FEET TO A POINT; THENCE S01°23'21"E A DISTANCE OF 73.93 FEET TO A POINT; THENCE S07°36'36"W A DISTANCE OF 76.47 FEET TO A POINT; THENCE S25°59'58"W A DISTANCE OF 144.98 FEET TO A POINT; THENCE S26°42'13"W A DISTANCE OF 202.04 FEET TO A POINT; THENCE S24°34'05"W A DISTANCE OF 175.10 FEET TO A POINT; THENCE S23°27'54"W A DISTANCE OF 86.27 FEET TO A POINT; THENCE S23°48'39"W A DISTANCE OF 107.84 FEET TO A POINT; THENCE S34°23'54"W A DISTANCE OF 76.50 FEET TO A POINT; THENCE S37°51'11"W A DISTANCE OF 121.00 FEET TO A POINT; THENCE S50°45'42"W A DISTANCE OF 73.78 FEET TO A POINT; S34°55'42"W A DISTANCE OF 82.17 FEET TO A POINT; S36°02'17"W A DISTANCE OF 114.57 FEET TO A POINT; THENCE S36°14'43"W A DISTANCE OF 112.40 FEET TO A POINT; THENCE S32°43'15"W A DISTANCE OF 263.47 FEET TO A POINT; THENCE S20°36'27"W A DISTANCE OF 111.36 FEET TO A POINT; THENCE S08°31'46"W A DISTANCE OF 115.44 FEET TO A POINT; THENCE S05°59'21"E A DISTANCE OF 148.93 FEET TO A POINT; THENCE TURNING AND RUNNING ALONG THE NORTHERN RIGHT OF WAY OF INTERSTATE 85 THE FOLLOWING CALLS: S73°53'36"W A DISTANCE OF 244.16 FEET TO AN IRON PIN; THENCE S16°23'20"E A DISTANCE OF 16.42 FEET TO AN IRON PIN; THENCE S73°53'52"W A DISTANCE OF 636.56 FEET TO AN IRON PIN; THENCE S16°18'02"E A DISTANCE OF 39.78 FEET TO AN IRON PIN; THENCE S73°53'18"W A DISTANCE OF 1669.99 FEET TO A MONUMENT; THENCE CROSSING THE RIGHT OF WAY OF CSX RAILWAY S73°54'43"W A DISTANCE OF 216.69 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERN RIGHT OF WAY OF INTERSTATE 85 S74°01'18"W A DISTANCE OF 803.08 FEET TO A MONUMENT; THENCE TURNING AND RUNNING ALONG BARBRA C. POTEAT THE FOLLOWING CALLS: N04°39'13"E A DISTANCE OF 285.51 FEET TO A MONUMENT; THENCE N82°06'04"W A DISTANCE OF 932.68 FEET TO A MONUMENT, SAID MONUMENT BEING THE TRUE POINT AND PLACE OF BEGINNING, CONTAINING 276.93 ACRES, MORE OR LESS.

THIS BEING THE SAME AS THE BOUNDARY SHOWN ON A PLAT BY TRIAD SURVEYORS, INC. TITLED "BOUNDARY SURVEY FOR AURIGA POLYMERS, INC." DATED NOVEMBER 29, 2012.

PROVIDED BY: TRIAD SURVEYORS, 38 GRANDE AVE, GREENVILLE, SC 29607. 864-552-1492

THIS IS CERTIFIED AS A TRUE AND CORRECT COPY

SIGNATURE *dw*



THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE



Property South of I-85

BEGINNING at a point in the center of Pacolet River on the southern edge of the right-of-way of U. S. Highway I-85, thence with the center of the Pacolet River as the Line S. 64-14 E. 382.7 feet to a point in the middle of said River; thence S. 36-58 W. 810 feet to a point in the center of a branch; thence with the branch as the line the following courses and distances, N. 47-05 W. 110.5 feet, S. 70 W. 120 feet, N. 5 E. 120 feet, N. 63 W. 130 feet, N. 15 W. 135 feet, N. 66 W. 150 feet, S. 53 W. 120 feet, N. 65 W. 200 feet, N. 89-55 W. 321.5 feet to an old iron pin in the center of a paved road; thence N. 75-18 W. 68 feet to an iron pin; thence N. 18-30 W. 185.3 feet to an iron pin on the southern edge of the right-of-way of U.S. Highway I-85; thence along the edge of said right-of-way N. 75-43 E. 1690.6 feet to a point in the middle of the Pacolet River, the point of beginning.

This property is more recently shown and delineated on plat of survey made for Bruckner Machinery Corporation by John Robert Jennings, P.L.S., Surveyor, dated June 16, 2004, and recorded herewith in the Office of the Register of Deeds for Spartanburg County, S. C.

This being the identical property heretofore conveyed unto Vernon K. Suzuki by deed of Bruckner Trockentechnik, GmbH & Co. KG. dated August 23, 2004 and recorded in the Office of the Register of Deeds for Spartanburg County, S. C. in Deed Book 81A at Page 651.

APPENDIX B

SIGNATURE *DW*

**Partial listing of key documents that have been
provided to the Department for review.**

| Title | Date | Prepared By |
|--|--------|------------------------|
| Phase I and IA Site Assessment Status Report Textile Fibers Group Facility Spartanburg, SC | Jul-90 | AECOM and Predecessors |
| SCDHEC Re: Preliminary Engineering Report | Aug-90 | SCDHEC |
| SCDHEC Re: Groundwater Monitoring Review | Sep-90 | SCDHEC |
| Proposed Well Installation | Sep-90 | AECOM and Predecessors |
| Permit Requests for Packer Tests and HydroPunch Sampling | Sep-90 | AECOM and Predecessors |
| SCDHEC Monitoring Well Approval | Oct-90 | SCDHEC |
| SCDHEC Re: Meeting and Presentation of Hydrogeologic Information (10/1/90); Phase I and I-A Site Assessment Status Report (9/17/90); Well Installation Proposal (9/7/90); Revised Well Installation Proposal (10/2/90); Request Packer Tests and As-built Hydropunch Borings (9/28/90) | Oct-90 | SCDHEC |
| Hydrogeologic Investigation of the Hoechst Celanese Facility Phase II | Apr-91 | AECOM and Predecessors |
| Request Approval for Well Construction | Sep-91 | AECOM and Predecessors |
| SCDHEC Approval and Comments on Sludge Characterization Borehole Locations and Sampling Plan | Oct-91 | SCDHEC |
| SCDHEC Monitor Well/Packer Test Request (9/16/91) Approval | Oct-91 | SCDHEC |
| Well Permit Application | Nov-91 | AECOM and Predecessors |
| Re: Hoechst Celanese Fibers Plant Request to Install Monitor Wells (11/8/91) Spartanburg County | Dec-91 | SCDHEC |
| Preliminary Sludge Impoundment Characterization Report | Feb-92 | AECOM and Predecessors |
| Addendum to Preliminary Sludge Pond Characterization Report | Apr-92 | AECOM and Predecessors |
| SCDHEC Re: Sludge Disposal Feasibility Study Report per Rust International Corporation | Jun-92 | SCDHEC |
| Response to Comments from SCDHEC Dated June 16, 1992 on the Sludge Disposal Feasibility Study Report | Jul-92 | AECOM and Predecessors |
| Request for Well Construction Approval | Aug-92 | AECOM and Predecessors |
| Addendum to Well Construction Application | Oct-92 | AECOM and Predecessors |
| Monitor Well MW-9 Abandonment and Replacement HCC/Spartanburg | Apr-93 | AECOM and Predecessors |
| Preliminary Engineering Report to South Carolina Department of Health and Environmental Control for Groundwater Remediation Project | May-93 | AECOM and Predecessors |
| SCDHEC Re: Initial Hydrogeologic Characterization, Dated March 23, 1993 Proposed Ash Landfill | May-93 | SCDHEC |

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| Title | Date | Prepared By |
|--|--------|------------------------|
| Phase IV - Site Characterization Health and Safety Plan and Amendment for HCC/Spartanburg Facility | Jun-93 | AECOM and Predecessors |
| Submittal of Preliminary Engineering Report-Groundwater Remediation- Phase I | Jun-93 | Hoechst Celanese |
| Request for Well Construction Approval | Jul-93 | AECOM and Predecessors |
| Application for Permit to Discharge Process Wastewater - New Source Hoechst Celanese Corporation Groundwater Remediation - Phase I Projects Cover Letter | Jul-93 | Hoechst Celanese |
| Phase I Extraction Start / Groundwater Treatment Plant Construction | 1993 | Milestone |
| Wastewater Treatment Plant Construction | 1994 | Milestone |
| SCDHEC approval of Lagoon Closure Plan | May-94 | SCDHEC |
| SCDHEC approval of "Revised Preliminary Engineering Report, Wastewater Sludge Disposal" (Phase I) | May-94 | SCDHEC |
| Presentation of Site Characterization Report HCC/Spartanburg to SCDHEC | May-94 | AECOM and Predecessors |
| Well Permit Application | Jul-94 | AECOM and Predecessors |
| Completed Application for Construction Permit (3/28/1994) and Construction Permit Issued (7/13/1994) | Jul-94 | SCDHEC |
| SCDHEC Re: Hoechst Celanese Spartanburg Plant Well Installation Request (07/08/94) | Aug-94 | SCDHEC |
| Submittal of Application for Permit to Discharge Process Wastewater- New Source & Preliminary Engineering Report for Groundwater Remediation-Phase II | Apr-95 | Hoechst Celanese |
| Health and Safety Plan HCC/Spartanburg | May-95 | AECOM and Predecessors |
| Request for Permit to Operate (4/17/1995) and Permit to Operate for Groundwater Treatment System Issued 5/15/1995 | May-95 | SCDHEC |
| Well Permit Application | May-95 | AECOM and Predecessors |
| Submittal of Construction Permit Application for Groundwater Remediation Project - Phase II | Jul-95 | Hoechst Celanese |
| DHEC Approval of Preliminary Engineering Report | Aug-95 | SCDHEC |
| Phased Dowtherm Characterization Report | Oct-95 | AECOM and Predecessors |
| DHEC Comments on Plans and Specification for Groundwater Remediation Project - Phase II for Hoechst Celanese Corporation | Oct-95 | SCDHEC |
| Construction Permit for Groundwater Phase II | Oct-95 | SCDHEC |
| Phased DowTherm Characterization Report | May-96 | AECOM and Predecessors |
| Monitor Well MW-4 Plug and Abandonment HCC/Spartanburg | May-96 | AECOM and Predecessors |
| SCDHEC Re: Hoechst Celanese, Spartanburg Plant Well Abandonment Proposal (5/24/95) | Jun-96 | SCDHEC |
| DHEC Notification that Screened Interval Response (10/16/95) Has Been Reviewed | Sep-96 | SCDHEC |
| Request for DHEC to Inspect in order to obtain Permit to Operate | Sep-96 | Hoechst Celanese |

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| Title | Date | Prepared By |
|---|--------|------------------------|
| Perimeter Groundwater Extraction / Outfall 010 (dedicated treated groundwater outfall) | Oct-96 | Milestone |
| Monitor Well MW-4 Plug and Abandonment HCC/Spartanburg Plant | Nov-96 | AECOM and Predecessors |
| Construction Permit Application for Phased Dowtherm Remediation System | Dec-96 | AECOM and Predecessors |
| Permit to Operate for Groundwater Recovery Phase II | Jul-97 | SCDHEC |
| DHEC Notification of Monitoring Well Approval for Hoechst Celanese Facility | Jun-98 | James Ellis, SCDHEC |
| Submittal of Completed Application Package for NPDES Permit | Mar-01 | Celanese |
| Groundwater Monitoring Status Report for KoSa, Spartanburg Facility | Jun-01 | AECOM and Predecessors |
| Preliminary Risk Evaluation | Dec-01 | Milestone |
| Operating Strategy Report for KoSa, Spartanburg Facility | Dec-01 | AECOM and Predecessors |
| DHEC Approval of Monitoring Well-Request Received 1/28/2002 | Jan-02 | SCDHEC |
| SCDHEC Re: KoSa Facility Site ID #00225 Access Request for 611 Bruckner Road, Spartanburg, SC | Feb-02 | Jan T. Cooke, SCDHEC |
| DHEC Concurrence with Recommendations of Operating Strategy Report for KoSa, Spartanburg Facility | Feb-02 | Jan T. Cooke, DHEC |
| December 2001 Groundwater Report for KOSA, Spartanburg Facility | Mar-02 | AECOM and Predecessors |
| USPS Certified Mail Notification to SCDHEC of results of sampling of private well located at 611 Bruckner Road in Spartanburg, SC | Apr-02 | Steve Olp, Celanese |
| DHEC Notification of Review of Groundwater Monitoring Report Received 3/27/02, Request that Next Results be Submitted by 10/28/02 | Apr-02 | Jan T. Cooke, DHEC |
| Technical Memorandum for KoSa Spartanburg-March 2002 Perimeter Sampling | May-02 | AECOM and Predecessors |
| NPDES Permit No. SC0048241 to Discharge to Surface Waters Issued July 23, 2002 | Jul-02 | SCDHEC |
| June 2002 Groundwater Report for KoSa, Spartanburg Facility | Sep-02 | AECOM and Predecessors |
| Technical Memorandum for KoSa Spartanburg-September 2002 Perimeter Sampling | Nov-02 | AECOM and Predecessors |
| DMT Area Remedial Alternative Recommendation KoSa Facility | Dec-02 | AECOM and Predecessors |
| December 2002 Groundwater Report for KOSA, Spartanburg Facility | Mar-03 | AECOM and Predecessors |
| SCDHEC Re: Underground Injection Control Permit #689 KoSa Spartanburg Facility | Mar-03 | SCDHEC |
| SCDHEC Re: Underground Injection Control Permit #689 KoSa Spartanburg Site | Apr-03 | SCDHEC |
| First Round of Enhanced Reductive Dechlorination (ERD) Injections | May-03 | Milestone |
| Technical Memorandum for KoSa Spartanburg-March 2003 Perimeter Sampling | May-03 | AECOM and Predecessors |
| Lactate Injection Report for KoSa Facility | Jun-03 | AECOM and Predecessors |

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| Title | Date | Prepared By |
|--|--------|------------------------|
| June 2003 Groundwater Report for KoSa, Spartanburg Facility | Aug-03 | AECOM and Predecessors |
| December 2003 Groundwater Report for KoSa Spartanburg Facility | Mar-04 | AECOM and Predecessors |
| Technical Memorandum Invista Spartanburg - March 2001 Perimeter Sampling BoW Site ID #00225 | May-04 | AECOM and Predecessors |
| Addendum to UIC Permit Application #689 KoSa Spartanburg Facility | May-04 | AECOM and Predecessors |
| Technical Memorandum Invista Spartanburg - March 2004 Perimeter Sampling BoW Site ID #00225 | May-04 | AECOM and Predecessors |
| SCDHEC Re: Underground Injection Control Permit #689M KoSa Spartanburg Facility | Jun-04 | SCDHEC |
| June 2004 Groundwater Report for Invista, Spartanburg Facility | Aug-04 | AECOM and Predecessors |
| Technical Memorandum Invista Spartanburg - September 2004 Perimeter Sampling BoW Site ID #00225 | Nov-04 | AECOM and Predecessors |
| December 2004 Groundwater Report | Apr-05 | AECOM and Predecessors |
| Technical Memorandum Invista Spartanburg - March 2005 Perimeter Sampling BoW Site ID #00225 | May-05 | AECOM and Predecessors |
| DHEC Concurrence with Recommendations of Corrective Action Monitoring Report Received 3/29/2005 for KoSa, Spartanburg Facility | May-05 | Jan T. Cooke, DHEC |
| June 2005 Groundwater Report for Invista, Spartanburg Facility | Sep-05 | AECOM and Predecessors |
| December 2005 Groundwater Report | Mar-06 | AECOM and Predecessors |
| SCDHEC Re: Underground Injection Control Permit #689M KoSa Spartanburg Facility Site | Jul-06 | SCDHEC |
| June 2006 Groundwater Report | Sep-06 | AECOM and Predecessors |
| December 2006 Groundwater Report | Feb-07 | AECOM and Predecessors |
| Addendum to UIC Permit Application #689 KoSa Spartanburg Facility | Aug-07 | AECOM and Predecessors |
| SCDHEC Re: Underground Injection Control Permit #689M2 KoSa Spartanburg Site | Aug-07 | SCDHEC |
| June 2007 Groundwater Report | Sep-07 | AECOM and Predecessors |
| December 2007 Groundwater Report | Mar-08 | AECOM and Predecessors |
| June 2008 Groundwater Report INVISTA, Spartanburg Facility | Sep-08 | AECOM and Predecessors |
| December 2008 Groundwater Report INVISTA, Spartanburg Facility South Carolina BoW Site ID# 00225 AECOM Project 79748 | Feb-09 | AECOM and Predecessors |
| June 2009 Groundwater Report INVISTA, Spartanburg Facility | Sep-09 | AECOM and Predecessors |
| February 2, 2010 Presentation to DHEC | Feb-10 | AECOM and Predecessors |
| SCDHEC Re: Invista/KoSa (Hoechst Celanese Textile) Site ID #00225 Meeting February 2, 2010 | Feb-10 | SCDHEC |
| Response to the Tasks and Schedule Proposed in February 2nd Meeting on March 5, 2010 | Mar-10 | AECOM and Predecessors |

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| Title | Date | Prepared By |
|---|--------|------------------------|
| Sampling and Analysis Plan | Apr-10 | AECOM and Predecessors |
| Receptor Survey | May-10 | AECOM and Predecessors |
| SCDHEC Re: Invista/KoSa (Hoechst Celanese Textile) Site ID #00225 Response to the Tasks and Schedule...received March 26, 2010; Sampling and Analysis Plan received April 19, 2010; Receptor Survey received May 18, 2010 | Jun-10 | SCDHEC |
| INVISTA Spartanburg Site Assessment Report | Jun-10 | AECOM and Predecessors |
| June 2010 Groundwater Report INVISTA, Spartanburg Facility | Sep-10 | AECOM and Predecessors |
| INVISTA Spartanburg Remedial Effectiveness Report | Nov-10 | AECOM and Predecessors |
| December DMT Area Supplemental Monitoring 2010 | Feb-11 | AECOM and Predecessors |
| SCDHEC Re: Invista/KoSa (Hoechst Celanese Textile) Site ID #00225 Site Assessment Report received September, 2010; Remedial Effectiveness Report dated November, 2010 | Apr-11 | SCDHEC |
| SCDHEC Re: Invista/KoSa (Hoechst Celanese Textile) Site ID #00225 DMT Area Supplemental Monitoring dated February 28, 2011 Response to Comments dated May 31, 2011 | Jul-11 | SCDHEC |
| Auriga Spartanburg Groundwater and Surface Water Monitoring Report | Aug-11 | AECOM and Predecessors |
| SCDHEC Memorandum: Hoechst Celanese / Auriga Cherokee Creek Sampling Spartanburg County, July 15, 2011 | Aug-11 | SCDHEC |
| Auriga Spartanburg Off-Site DPT Work Plan | Sep-11 | AECOM and Predecessors |
| SCDHEC Memorandum: An Aquatic Macroinvertebrate Bioassessment of the Pacolet River between Lake Blalock and Interstate I-85 (Spartanburg County, SC) Technical Report 8A 19-11 | Sep-11 | James Glover, SCDHEC |
| Injection Plan for Existing Wells | Oct-11 | AECOM and Predecessors |
| SCDHEC Re: Invista/KoSa/Auriga (Hoechst Celanese Textile) Site ID #00225 Aquatic Macroinvertebrate Bioassessment of the Pacolet River performed by SCDHEC on 7-11-2011; Cherokee Creek Sampling performed by SCDHEC 7-15-2011 | Oct-11 | SCDHEC |
| Groundwater and Surface Water Monitoring Report August 2011 | Nov-11 | AECOM and Predecessors |
| DHEC Letter responding to on-site injection well plan | Nov-11 | SCDHEC |
| Bio-Assessment proposal for Pacolet River | Dec-11 | AECOM and Predecessors |
| Off-site assessment report | Jan-12 | AECOM and Predecessors |
| SCDHEC Re: Invista/KoSa (Hoechst Celanese Textile) Site ID #00225 Bio-Assessment Proposal for the Pacolet River dated 12/1/2011 | Jan-12 | SCDHEC |
| Auriga Spartanburg Revised On-Site Characterization and Remediation Plan | Mar-12 | AECOM and Predecessors |
| Ecological Study Workplan | Mar-12 | AECOM and Predecessors |
| SCDHEC Re: Invista/KoSa (Hoechst Celanese Textile) Site ID #00225 Temporary Well Installation Request Dated March 2, 2012 | Mar-12 | SCDHEC |

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| Title | Date | Prepared By |
|--|--------|------------------------|
| December DMT Area Supplemental Monitoring 2011 | Mar-12 | AECOM and Predecessors |
| MW-99 Investigation Plan | Apr-12 | AECOM and Predecessors |
| Supplement to MW-99 Investigation Plan | Apr-12 | AECOM and Predecessors |
| Invitation to VCC | May-12 | SCDHEC |
| Ecological Study Approval | Jun-12 | SCDHEC |
| DHEC Invitation to enter VCC | Jun-12 | Milestone |
| SCDHEC Re: Auriga/Invista/KoSa (Hoechst Celanese Textile) Site ID #00225 Off-Site Direct Push Investigation dated January 2012; Off-Site Groundwater Results dated April 26, 2012 | Jun-12 | SCDHEC |
| SCDHEC Re: Invista/KoSa (Hoechst Celanese Textile) Site ID #0025 Auriga Spartanburg Groundwater and Surface Water Monitoring Report August 2011; Revised On-Site Characterization and Remediation Plan Dated March 2012; DMT Area Supplemental Monitoring December 2011, dated March 20, 2012; Direct Push Supplemental Plan for the MW-99 Area dated April 27, 2012 | Jun-12 | SCDHEC |
| McNair Re: Invitation to Participate in South Carolina Voluntary Clean-Up Program for Auriga/KoSa/Hoechst Celanese Site; Spartanburg County; Site #5841 | Jun-12 | McNair Attorneys |
| Update to Auriga Spartanburg Revised On-Site Characterization and Remediation Plan | Jul-12 | AECOM and Predecessors |
| Off-site investigation plan | Aug-12 | AECOM and Predecessors |
| SCDHEC Re: Invista/KoSa (Hoechst Celanese Textile) Site ID #00225 Correspondence from AECOM dated July 3, 2012; Revised On-Site Characterization and Remediation Plan updated July, 2012 | Aug-12 | SCDHEC |
| Draft VCC and request to provide information | Aug-12 | SCDHEC |
| SCDHEC Re: Invista/KoSa (Hoechst Celanese Textile) Site ID #00225 Off-Site Plan | Aug-12 | SCDHEC |