

**VOLUNTARY CLEANUP CONTRACT
26-8884-RP**

**IN THE MATTER OF
LADSON OAKBROOK SHOPPING CENTER SITE, DORCHESTER COUNTY
and
OAKBROOK SHOPPING CENTER LLC**

This Contract is entered into by the South Carolina Department of Environmental Services and Oakbrook Shopping Center LLC, 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 Ladson Oakbrook Shopping Center Site (“Site”). The subject property is located at 4488-4558 Ladson Road, Summerville, Dorchester County, South Carolina (“Property”). The Property includes approximately 7.42 acres and is bounded generally by Bentons Lodge Road to the north, additional portions of the shopping center to the south, Ladson Road to the east, and Oakbrook Village Apartments to the west. The Property is identified by the County of Dorchester as Tax Map Serial Number 161-00-00-072.00. 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 pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to CERCLA, the HWMA, and in regulations promulgated under these statutes.

A. “Oakbrook” shall mean Oakbrook Shopping Center LLC. Oakbrook is a limited liability company with its principal place of business located at 210 Wingo Way, Suite 400, Mount Pleasant, SC 29464.

- B. "Contamination" shall mean impact by a Pollutant or Contaminant, Petroleum and Petroleum Product, or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "SCDES" shall mean the South Carolina Department of Environmental Services or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Petroleum" and "Petroleum Product" shall mean crude oil or any fraction of crude oil, which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds for each square inch absolute), including any liquid, which consists of a blend of petroleum and alcohol and which is intended for use as a motor fuel.
- G. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. §§ 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas

- of pipeline quality or mixtures of natural gas and such synthetic gas.
- 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 Oakbrook.
 - I. “Response Action” shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
 - J. “Site” shall mean all areas where a Hazardous Substance, Petroleum, Petroleum Product, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; “Site” does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
 - K. “Voluntary Cleanup” shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended, and S.C. Code Ann. § 44-56-200.
 - 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 SCDES, the following findings are asserted for purposes of this Contract:
 - A. Property Ownership Information:

Oakbrook Shopping Center LLC	8/5/04 – Present
Ladson Oakbrook, LLC	Unknown – 8/5/04
 - B. The subject Site appears to have been undeveloped wooded land devoid of structures in the earliest historical topographic map reviewed dated 1953. The Site appears to have remained undeveloped tree-covered land until development of the shopping

center in the southern and central portions of the Site in the late 1980s. The northern portion of the Site remained tree-covered land until it was developed with a movie theatre building and a portion of the land transitioned to a vacant, grass-covered outparcel in the early 1990s. Since development of the shopping center, former tenants appear to have included various retail stores, a movie theatre, restaurants, nail salons, shoe repair/tailler, hair/nail salons, barber shop, parcel store, florist, and a drycleaner (\$1.50/\$1.75 Cleaners).

- C. A limited Phase II Environmental Site Assessment soil and groundwater sampling activities was conducted in December 2025. The results of the soil sampling activities identified the volatile organic compound (VOC) associated with drycleaning activities tetrachloroethylene (PCE) in the SB-2 (2-3.5 ft) and SB-3 (0.5-2 ft) soil samples at concentrations of 0.201 and 0.006 milligrams per kilograms (mg/kg), which exceed the US Environmental Protection Agency (EPA) Risk-Based/Maximum Contaminant Level (MCL) Protection of Groundwater (POG) Soil Screening Level (SSL) of 0.0023 mg/kg. Cis-1,2 dichloroethylene (0.015 mg/kg) and trichloroethylene (TCE, 0.105 mg/kg) were also detected above their respective POG SSLs of 0.0074 and 0.00018 mg/kg. The remaining VOCs reported in the soil samples were either detected at concentrations below EPA screening levels or below laboratory detection limits.
- D. VOCs including PCE (277 micrograms per liter [$\mu\text{g/L}$]), TCE (408 $\mu\text{g/L}$), cis-1,2-dichloroethylene (DCE, 434 $\mu\text{g/L}$), and vinyl chloride (2.05 J $\mu\text{g/L}$) were detected in the TMW-1 groundwater sample at concentrations above US EPA MCLs and Tapwater Regional Screening Levels (RSLs) indicative of a chlorinated solvent release to groundwater at the Site.

RESPONSE ACTIONS

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

- A. Conduct an Environmental Assessment to determine the source, nature, and extent of Contamination at the Site.

- B. Submit to SCDES an Assessment Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the environment) in accordance with the schedule in the approved Work Plan. SCDES shall review the report for determination of completion of the Assessment and sufficiency of the documentation. If SCDES determines that the field investigation is not complete, it will send written notification of such to Oakbrook, and Oakbrook shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If SCDES determines that the field investigation is complete but the report is incomplete, SCDES shall send to Oakbrook a letter indicating that revision of the report is necessary. Within thirty (30)

days of receipt of such letter from SCDES, Oakbrook shall submit a revised report addressing SCDES's comments.

- C. If determined necessary by SCDES, conduct a Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site. If a Feasibility Study is required by SCDES, the study may propose site-specific remediation standards for affected media for review and approval by SCDES, pursuant to S.C. Code Ann. § 44-56-200.

4. Oakbrook 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 SCDES for information purposes only. SCDES expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Oakbrook.

5. Oakbrook shall inform SCDES in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by SCDES, shall allow SCDES and its authorized representatives to take duplicates of any samples collected by Oakbrook pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Oakbrook shall submit to SCDES 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 under this Contract in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, pursuant to this Contract ; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence by either party to the other shall be in writing and deemed sufficiently given if delivered by (A) email, (B) regular U.S. mail, (C) certified or registered mail, postage prepaid, return receipt requested, (D) nationally recognized overnight delivery service company, or (E) 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:

SCDES: Jazmine Taylor
South Carolina Department of Environmental Services
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
jazmine.taylor@des.sc.gov

Oakbrook: Christian Chamblee
Ziff Real Estate Partners
210 Wingo Way, Suite 400
Mount Pleasant, SC 29464
cchamblee@ziffcre.com

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy.

PUBLIC PARTICIPATION

8. Upon execution of this Contract by Oakbrook, SCDES will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Oakbrook will reimburse SCDES'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. In accordance with S.C. Code Ann. §§ 44-56-200 and 44-56-740, Oakbrook shall, on a quarterly basis, reimburse SCDES 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 SCDES's invoice date. SCDES 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:

Oakbrook: Christian Chamblee
Ziff Real Estate Partners
210 Wingo Way, Suite 400
Mount Pleasant, SC 29464
cchamblee@ziffcre.com

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

The South Carolina Department of Environmental Services

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

ACCESS

10. SCDES, 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 SCDES (or as

allowed by applicable law). Oakbrook and subsequent owners of the Property shall 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 Oakbrook is unable to obtain access from the Property owner, SCDES may obtain access and perform Response Actions. All of SCDES's costs associated with access and said Response Actions will be reimbursed by Oakbrook.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Oakbrook has completed the actions required under this Contract, Oakbrook shall enter and file a restrictive covenant. Upon SCDES's approval of the items outlined therein, the restrictive covenant shall be signed by SCDES and representatives of Oakbrook and witnessed, signed, and sealed by a notary public. Oakbrook shall record this restrictive covenant with the Register of Deeds in Dorchester County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by SCDES until the restrictive covenant, if required, is executed and recorded. With the approval of SCDES, 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. SCDES may require Oakbrook or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Oakbrook or subsequent owners of the Property shall file an annual report with SCDES 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 SCDES.

OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by SCDES, Oakbrook, 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 this Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to this Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, Oakbrook 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 SCDES's execution of this Contract and shall commence upon publication of the notice of this 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 SCDES may have against a responsible party who is not a signatory to this Contract and who is not a signatory's parent, subsidiary, successor or assign.

14. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to limit the right of SCDES 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 SCDES 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 SCDES may have against Oakbrook for any matters not expressly addressed by and settled through this Contract.

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

Once SCDES determines that Oakbrook has successfully and completely complied with this Contract, SCDES, pursuant to S.C. Code Ann. §§ 44-56-740(A)(5) and (B)(1), will give Oakbrook a Certificate of Completion that provides a covenant not to sue to Oakbrook, its signatories, parents, subsidiaries, successors and assigns for the work done in completing the Response Actions specifically covered in this 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 SCDES's determination that Oakbrook successfully and completely complied with this Contract.

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

17. Oakbrook and SCDES 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 Oakbrook elect to terminate, it must submit to SCDES all data generated pursuant to this Contract, and certify to SCDES'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. SCDES 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 Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Oakbrook, its parents, subsidiaries, successors, and assigns;
- E. Providing SCDES with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Oakbrook's or its parents', subsidiaries', successors', and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract;
or
- G. Failure by Oakbrook to obtain any applicable permits from SCDES for any Response Action or other activities undertaken at the Property.

19. Upon termination of this Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of this Contract by Oakbrook or SCDES does not end the obligations to reimburse Oversight Costs already incurred by SCDES 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 ENVIRONMENTAL SERVICES

BY: _____

Juli Blalock, Chief
Bureau of Land and Waste Management
S.C. Department of Environmental Services

DATE: _____

Reviewed by Office of General Counsel

DATE: _____

OAKBROOK SHOPING CENTER LLC

Signature

DATE: _____

Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Dorchester

Tax Map Serial Number 161-00-00-072.00

TO FIND THE TRUE POINT OF BEGINNING, commence at the point which would be formed by the intersection of the northeasterly right-of-way line of Travelers Boulevard (50 feet right-of-way), and the northwesterly right-of-way line of Ladson Road (± 102.5 feet right-of-way), if said right-of-way lines were extended to form a point: running thence along the extended northwesterly right-of-way lines of Ladson Road north 30 degrees 48 minutes 06 seconds east a distance of 18.80 feet to a point located on said northwesterly right-of-way line; running thence along the northwesterly right-of-way line of Ladson Road north 30 degrees 48 minutes 06 seconds east, a distance of 307.87 feet to a point located on said northwesterly right-of-way line; thence along the northwesterly right-of-way line of Ladson Road north 31 degrees 47 minutes 17 seconds east, a distance of 520.88 feet to a point located on said northwesterly right-of-way line; said point also being the TRUE POINT OF BEGINNING; and from said TRUE POINT OF BEGINNING as thus established, thence leaving the northwesterly right-of-way line of Ladson Road and running north 58 degrees 12 minutes 43 seconds west, a distance of 317.82 feet to a point; thence north 31 degrees 47 minutes 17 seconds east, a distance of 30.30 feet to a point; thence north 58 degrees 12 minutes 43 seconds west, a distance of 289.83 feet to a point; thence north 31 degrees 47 minutes 17 seconds east, a distance of 862.24 feet to a point located on the southwesterly right-of-way line of Bentons Lodge Road (50 feet right-of-way); thence along the southwesterly right-of-way line of Bentons Lodge Road south 58 degrees 03 minutes 39 seconds east, a distance of 425.16 feet to a point located on said southwesterly right-of-way line; thence leaving the southwesterly right-of-way line of Bentons Lodge Road south 31 degrees 47 minutes 17 seconds west, a distance of 211.49 feet to a point; thence south 58 degrees 12 minutes 43 seconds east a distance of 182.50 feet to a point located on the northwesterly right-of-way line of Ladson Road; thence along the northwesterly right-of-way line of Ladson Road south 31 degrees 47 minutes 17 seconds west, a distance of 318.64 feet to a point located on said right-of-way line; thence leaving the northwesterly right-of-way line of Ladson Road and running north 58 degrees 12 minutes 43 seconds west, a distance of 179.50 feet to a point; thence south 31 degrees 47 minutes 17 seconds west, a distance of 235.00 feet to a point; thence south 58 degrees 12 minutes 43 seconds east, a distance of 179.50 feet to a point located on the northwesterly right-of-way line of Ladson Road; thence southwesterly along the northwesterly right-of-way line of Ladson Road south 31 degrees 47 minutes 17 seconds west, a distance of 126.29 feet to a point on the southwesterly right-of-way line of Ladson Road, said point also being the true point of beginning.