

**VOLUNTARY CLEANUP CONTRACT
25-6147-RP**

**IN THE MATTER OF
SHAKESPEARE SITE, RICHLAND COUNTY
and
SHAKESPEARE COMPANY, LLC**

This Contract is entered into by the South Carolina Department of Environmental Services and Shakespeare Company, LLC ("Shakespeare"), 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 Shakespeare Company, LLC Site ("Site"). The Shakespeare property consists of one parcel located at 6111 Shakespeare Road, Columbia, South Carolina and one parcel located at 3801 Westmore Drive, Columbia, South Carolina (collectively the "Property"). The Property includes approximately 45 acres and is bounded generally by Westmore Drive to the north, Shakespeare Road to the south, residential housing and Humphrey Road to the east, and industrial property and residential housing to the west. The Property is identified by the County of Richland as Tax Map Serial Numbers R14211-02-10 and R14211-02-44. 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. "Shakespeare" shall mean Shakespeare Company, LLC
Shakespeare is a Delaware limited liability company with its principal

place of business located at 6111 Shakespeare Road, Columbia, South Carolina.

- B. "Contamination" shall mean impact by a Contaminant 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. "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 defined in the preamble of this Contract and described in the legal description attached hereto as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective

- ownership, or possessory or contractual interest of Shakespeare.
- 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.
 - 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 SCDES, the following findings are asserted for purposes of this Contract:

- A. Site Ownership History:
 - 1897 – Originally formed as the William Shakespeare Jr. Company in 1897. The company was owned and controlled by the Shakespeare family until 1972.
 - 1972 – Shakespeare company listed on the public stock exchange under ticker symbol SKP.
 - 1980 – Anthony Industries Inc. acquired Shakespeare.
 - 1996 – Anthony Industries Inc. changed its name to K2 Inc.
 - August 8, 2007 – Jarden Corporation acquired K2 Inc., of which Shakespeare was a subsidiary.
 - April 15, 2016 – Newell Rubbermaid acquired Jarden Corporation, of which Shakespeare was a subsidiary (Newell Rubbermaid is

renamed Newell Brands at the same time).

May 1, 2019 – Newell Brands sells its Process Solutions business (later renamed “Jadex, Inc.” and of which Shakespeare was a part) to an affiliate of One Rock Capital Partners.

June 12, 2025 – Jadex Inc. sells Shakespeare to Nova Capital Management Ltd.

- B. The Property consists of approximately 45 acres. It was initially developed in 1948 by Shakespeare Company as a fishing rod manufacturing plant.
- C. The Property is currently used for manufacturing nylon and monofilaments for various applications, as well as, for the manufacture and distribution of antennas for communication systems.
- D. In responding to an overflow of the on-site stormwater retention pond in 1991, SCDES's predecessor agency, the South Carolina Department of Health and Environmental Control (DHEC), identified polychlorinated biphenyls (PCBs) in surface water and sediments from an onsite stormwater retention pond. Further investigation indicated the source of the PCBs was a heat transfer oil, Therminol, contained in an onsite underground storage tank (UST) that was used in the 1960s. The UST was subsequently removed and PCB-containing oils have not been used at the site since the 1970s.
- E. Since 1991, numerous pond, soil, and groundwater investigations have been conducted and documented. The UST was removed, some impacted soils have been capped, controls have been put in place to prevent pond overflow, and approximately 242 tons of PCB-impacted soil have been excavated from the site.
- F. In 1991, Shakespeare identified two (2) potential source areas for the release of Therminol: 1) an area where the UST was steam-cleaned following its removal and 2) an oil-stained area in the vicinity of a transfer pump which had previously been used to transfer

Therminol.

- G. In 1992, Shakespeare investigated the oil-stained area, the former Therminol UST area, the Stormwater Drainpipe Influent and Outfall Area, the Former Settling Pond, and the Stormwater Retention Pond.
- H. In response to elevated concentrations of PCBs in soils in the area of the former Therminol UST, groundwater monitoring wells were installed. Groundwater contamination was first detected in 2002. Seven (7) monitoring wells and an active on-site supply well are currently sampled annually.
- I. In 2015, SCDHEC sent an invitation for Jarden Applied Materials to enter into the Voluntary Cleanup Program. Jarden declined to enter the VCC program at that time citing an existing regulatory relationship with SCDHEC.

RESPONSE ACTIONS

3. Shakespeare agrees to submit to SCDES for review and written approval within thirty (30) days of the execution date of this Contract a VCC 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 Shakespeare's contact person for matters relating to this Contract. Shakespeare will notify SCDES in writing of changes in the contractor or laboratory. SCDES will review the Work Plan and will notify Shakespeare in writing of any deficiencies in the Work Plan, and Shakespeare 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. Consistent with the Comprehensive PCB Assessment Report

submitted to SCDES by GEL Engineering in August 2025, install additional monitoring wells as necessary in locations approved by SCDES to determine the extent of PCBs in groundwater and confirm contamination is not migrating off the Site Property.

- B. Perform soil investigation and remediation as established in the final TSCA Self-Implementing PCB Soil Cleanup Work Plan – Hybrid 40 CFR 761.61(a/c). Resurvey all of the monitoring wells and water supply wells to confirm elevations across the monitoring well network.
- C. Submit to SCDES an Assessment Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the environment) and Corrective Action Plan in accordance with the schedule in the approved VCC Work Plan. The Assessment Report shall document the investigation activities completed, and the Corrective Action Plan shall document the corrective actions to address the contamination identified in the Assessment Report. SCDES shall review the Assessment Report and Corrective Action Plan and allow Shakespeare to address reasonable deficiencies identified by SCDES.

4. Shakespeare 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 Shakespeare.

5. Shakespeare 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 Shakespeare pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Shakespeare 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 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 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: Tim Hornosky
South Carolina Department of Environmental Services
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
Tim.Hornosky@des.sc.gov

Shakespeare Company, LLC: David Skinner
Shakespeare Company, LLC
6111 Shakespeare Road
Columbia, South Carolina 29223

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

PUBLIC PARTICIPATION

8. Upon execution of this Contract by Shakespeare, SCDES will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Shakespeare 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. Shakespeare shall, within thirty (30) days of the execution date of this Contract, pay to SCDES by certified or cashier's check the sum of three thousand, one hundred eighty-eight dollars and ninety-seven cents (\$3,188.97) to reimburse the estimated past response cost incurred by SCDES through September 1, 2025 ("Past Costs") relating to the Site. Shakespeare's payment for Past Costs should be submitted to:

SCDES: Linda Jackson
South Carolina Department of Environmental Services
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

In accordance with S.C. Code Ann. §§ 44-56-200 and 44-56-740, Shakespeare 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:

Shakespeare Company, LLC:

David Skinner
Shakespeare Company, LLC
6111 Shakespeare Road
Columbia, South Carolina 29223

All of Shakespeare'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). Shakespeare 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 Shakespeare 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 Shakespeare.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Shakespeare has completed the actions required under this Contract, SCDES may require Shakespeare to enter and file a restrictive covenant. For the avoidance of doubt,

any restrictive covenant developed by Shakespeare under this Contract may include provisions that may be necessary to satisfy remediation requirements in 40 CFR 761.61. Upon SCDES's approval of the items outlined therein, the restrictive covenant shall be signed by SCDES and representatives of Shakespeare and witnessed, signed, and sealed by a notary public. Shakespeare shall record this restrictive covenant with the Register of Deeds in Richland 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 Shakespeare or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Shakespeare 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. 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.

13. Subject to the provisions of Paragraph 15, 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.

14. Subject to the provisions of Paragraph 15, 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 Shakespeare for any matters not expressly addressed by and settled through this Contract.

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

Once SCDES determines that Shakespeare 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 Shakespeare a Certificate of Completion that provides a covenant not to sue to Shakespeare, 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 is contingent upon SCDES's determination that Shakespeare successfully and completely complied with this Contract.

In consideration of SCDES's covenant not to sue, Shakespeare, 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.

16. Shakespeare 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 Shakespeare 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.

17. 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 Past Costs and Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Shakespeare, its parents, subsidiaries, successors, and assigns;
- E. Providing SCDES with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Shakespeare'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 Shakespeare to obtain the applicable permits from SCDES for any Response Action or other activities undertaken at the Property.

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

19. 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: 12/16/25


Reviewed by Office of General Counsel

DATE: 12/15/25

SHAKESPEARE COMPANY, LLC


Signature

DATE: Dec 5, 2025

David B. Skinner, SVP, Operations
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Richland

Tax Map Serial Number R14211-02-10

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being on the Northwestern side of the Old Two Notch Road, in School District No. 17, in the County of Richland and State of South Carolina, containing forty (40) acres, more or less, and being more particularly shown and delineated on a plat of property of Simon Faust and Carolina Development Company, made by Barber, Keels & Associates, Engineers, on September 21, 1948, which plat is properly recorded in the Office of the Clerk of Court for Richland County in Plat Book "N" at Page 156, and being shown and described on said plat as follows: Beginning at a concrete monument at the Southeastern corner and running South seventy-six degrees, twenty minutes ($76^{\circ}20'$) West for a distances of five hundred two and five-tenths (502.5') feet to an iron stake; thence South seventy-three degrees; fifty-four minutes ($73^{\circ}54'$) West for a distance of one hundred (100') feet to an iron stake; thence South sixty-six degrees, fifty-eight minutes ($66^{\circ}58'$) West for a distance of one hundred (100') feet to an iron stake; thence South sixty-two degrees, sixteen minutes ($62^{\circ}16'$) West for a distance of two-hundred ten and two tenths (210.2') feet to a concrete monument; thence turning and running North thirty-nine degrees, thirty minutes ($39^{\circ}30'$) West for a distance of one thousand nine hundred ninety-four and six-tenths (1,994.6') feet to a concrete monument; thence turning and running North sixty degrees, forty-seven minutes ($60^{\circ}47'$) East for a distance of eight hundred sixty-one (861') feet to a concrete moment; thence turning and running South thirty-nine degrees, thirty minutes ($39^{\circ}30'$) East for a distance of two thousand one hundred seventy-one (2,171') feet to a Point of Beginning. The above tract of land is bounded as follows: on the North by property now or formerly of Simon Faust; on the South and Southeast by the Old Two Notch Road; on the West by property of Geiger (formerly of Brazell), and on the Northwest by property now or formerly of C. O. Brown and being the identical premises heretofore conveyed to the grantor herein by separate deeds of Simon Faust and Carolina Development Company dated September 22, 1948, and respectively recorded in Deed Book "25" at Page 247, and Deed Book "25" at Page 245, in the Office of the Clerk of court for Richland County.

Being the same property conveyed to Shakespeare Company, LLC, a Delaware limited liability company, by virtue of Title to Real Estate from Shakespeare Company, a corporation, dated February 25, 1950, recorded July 20, 1950, in Vol. 55, Page 592, Richland County, South Carolina, as affected by Name Change Affidavit, recorded February 12, 2003 in Book 756, Page 3242, aforesaid records.

Tax Map Numbers: 14211-02-10 and 14211-02-44