

**EXHIBIT E**

**Option to Lease and License Agreement**

*<See attached>*

## OPTION TO LEASE AND LICENSE AGREEMENT

THIS OPTION TO LEASE AGREEMENT (this "**Agreement**") is made and entered into as of February 1, 2017 ("**Effective Date**"), by and among ELK TRADING COMPANY, LLC, a South Carolina limited liability company ("**Prospective Landlord**"), and KAPTSTONE CONTAINER CORPORATION, a Georgia corporation ("**Prospective Tenant**" and "**KapStone**").

### R E C I T A L S:

A. Pursuant to that certain Ground Lease Agreement by and between Dorris Properties, LLC ("**Master Landlord**" and "**Dorris**") and Prospective Landlord dated as of the Effective Date (the "**Ground Lease**"), attached hereto as Exhibit A, Prospective Landlord is the ground lessee of a certain tract or parcel of land situated off Suber Mill Road in Greer, South Carolina containing approximately 8.22 acres of real property (the "**Land**"), being plotted as "Tract One" on that certain plan entitled "Subdivision Survey for Dorris Properties, LLC" prepared by W.R. Williams, Jr., dated January 30, 2017 and recorded in the Registry of Deeds Office for Greenville County in Plat Book 1261, at Page 0060 (the "**Plan**"), attached hereto as Exhibit B. The Premises is more specifically described in Exhibit C attached hereto.

B. Pursuant to the certain Lease Agreement by and between Dorris and KapStone dated as of the Effective Date (the "**Dorris Lease**"), attached hereto as Exhibit D, KapStone leases other real property and improvements from Dorris located adjacent to the Land, plotted as "Tract Two" on the Plan (the "**Dorris Property**"), upon which KapStone conducts existing business operations.

C. Prospective Tenant may desire for Prospective Landlord to construct on the Land a 100,000 square foot building for the purpose of expanding the Prospective Tenant's existing business operations, as more specifically described in the Lease (as defined below), and the "Landlord's Work" exhibit attached thereto (the "**Building**"). Prospective Tenant may occupy all or a portion of the Building, such portion hereinafter referred to as the "**Premises**."

D. Pursuant to the terms and conditions described in this Agreement, Prospective Landlord is willing to grant, and Prospective Tenant desires to acquire (i) an option to lease, and (ii) a non-exclusive license to use the Land.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms:

#### 1. OPTION TO LEASE.

1.1 Grant of Option. For the duration of the Option Period (as defined below), Prospective Landlord hereby grants to Prospective Tenant the exclusive right to lease the Premises on the terms and conditions set forth in this Agreement (the "**Option**") pursuant to a certain Lease Agreement in the form attached hereto as Exhibit E (the "**Lease**").

1.2 Memorandum of Option. Prospective Landlord and Prospective Tenant shall, simultaneously with the execution of this Agreement, execute the Memorandum of Option and License Agreement, attached hereto as Exhibit F, and record such memorandum in the appropriate land records of Greenville County, South Carolina.

1.3 Option Consideration. In addition to the promises made herein, as additional consideration for entering into the Option, upon execution of this Agreement, Prospective Tenant shall pay to Prospective Landlord the sum of Ten Dollars (\$10.00) (the "**Option Payment**"). The Option Payment shall be non-refundable to Prospective Tenant as independent consideration for the rights extended to Prospective Tenant under this Agreement. In all instances under this Agreement in which Prospective Tenant elects to terminate or is deemed to have terminated this Agreement, Seller shall retain the Option Payment.

1.4 Option Period and Termination. The Prospective Tenant shall have a period of four (4) years from the Effective Date to exercise the Option granted herein (the "**Option Period**"). In the event Prospective Tenant fails to exercise the Option within the Option Period, this Agreement shall be deemed terminated and only those terms expressly stated herein shall survive such termination. Prospective Tenant may, in its sole discretion, elect to terminate this Agreement in advance of the expiration of the Option Period by giving Prospective Landlord written notice thereof.

1.5 Exercise of Option; Contents.

(a) If Prospective Tenant desires to exercise the Option, Prospective Tenant shall do so by issuing to Prospective Landlord written notice (the "**Option Notice**"), in accordance with Section 12.2 hereof, of its exercise of the Option no later than 11:59 p.m. on the last day of the Option Period (the "**Option Delivery Deadline**"). The date upon which Prospective Tenant delivers the Option Notice to Prospective Landlord shall be referred to herein as the "**Option Delivery Date**".

(b) The Prospective Tenant shall include within the Option Notice that portion of the Building Prospective Tenant will agree to occupy in connection with the Lease.

2. BUILDING APPROVALS, AND CONTINGENCIES.

2.1 Entitlements. Prospective Landlord shall have the period beginning on the Option Delivery Date until the date that is one hundred twenty (120) days from the Option Delivery Date ("**Entitlement Period**") to apply for, process and obtain, at its sole cost and expense, all entitlements, development rights, zoning changes or variances, permits, licenses, consents, and other discretionary approvals required for the development of the Building, including any dedications, covenants, easements or whether public or private (collectively, the "**Entitlements**") with any applicable governmental agencies and utilities and any committee or holder of approval rights under recorded covenants affecting the Land.

2.2 Financing. Prospective Landlord shall have the Entitlement Period to obtain commercially reasonable financing with a lender of Prospective Landlord's choosing in an amount sufficient to fund no more than eighty percent (80%) of the cost of the Project (the

**“Financing”.** Prospective Landlord shall file its loan applications with any and all prospective lenders within ten (10) Business Days of receipt of the Option Notice.

2.3 Cooperation. Prospective Tenant agrees to reasonably cooperate and, to the extent necessary, join with Prospective Landlord in executing any commercially reasonable applications, petitions, or other documents and in providing supporting documents for the same, including financial information not otherwise available publicly and reasonably necessary, so long as, in doing so, Prospective Tenant shall not be burdened by or subject to any additional obligations to any party.

### 3. BUILDING DEVELOPMENT.

3.1 Building Plans. Within sixty (60) days after the Option Delivery Date, the Prospective Landlord shall provide Prospective Tenant with all applicable proposed site, floor and engineering plans in connection with construction of the Building (the **“Proposed Building Plans”**). Prospective Tenant shall then have thirty (30) days to either approve or require changes to the Proposed Building Plans. If such changes are required, the Prospective Landlord and the Prospective Tenant shall cooperate and work together in good faith to come to final agreement within ten (10) Business Days on the final approved plans (the **“Final Plans”**). Prospective Landlord and Prospective Tenant agree that the Final Plans shall be appended to the Lease as Exhibit F, Schedule A-2.

3.2 Building Construction Budget. Within sixty (60) days after the Option Delivery Date, the Prospective Landlord shall provide Prospective Tenant with the proposed Building Construction Budget (the **“Proposed Building Construction Budget”**). Prospective Tenant shall then have thirty (30) days to either approve or require changes to the Proposed Building Construction Budget. If such changes are required, the Prospective Landlord and the Prospective Tenant shall cooperate and work together in good faith to come to final agreement within ten (10) Business Days on the final approved building construction budget (the **“Approved Budget”**). Prospective Landlord and Prospective Tenant agree that, (i) excluding costs arising as a result of Change Orders (as defined in the Lease), the Approved Budget shall be a true and complete estimate which sets forth an itemization of all reasonable foreseeable costs, expenses, and fees to be paid by or received by Prospective Landlord in connection with the design, development and construction of the Building, including all construction costs and financing necessary to construct the Building pursuant to the Final Plans, and (ii) the Approved Budget shall be appended to the Lease as Exhibit F, Schedule A-1.

### 4. BUILDING TERMINATION RIGHT.

4.1 Building Termination. If Prospective Landlord, after diligent and commercially reasonable efforts, evidences to Prospective Tenant that it is unable to obtain the requisite Entitlements or Financing, Prospective Landlord may, prior to the expiration of the Entitlement Period, send written notice to Prospective Tenant terminating that portion of the Agreement solely in connection with Prospective Landlord’s obligation to construct the Building (the **“Building Termination Notice”**).

4.2 Rights after Building Termination Notice. In the event Prospective Tenant receives a Building Termination Notice in advance of the expiration of the Entitlement Period, unless otherwise expressly stated herein, including but not limited to, Prospective Landlord's assignment obligations in Section 7, Prospective Landlord shall have no further obligations to the Prospective Tenant in connection with the construction of the Building.

5. LEASE EXECUTION. In the event (i) the Option Notice is delivered as set forth in Section 1.5, and (ii) Prospective Landlord fails to send the Building Termination Notice to Prospective Tenant in accordance with Section 4.1, then Prospective Landlord and Prospective Tenant shall execute the Lease upon approval of the Final Plans, Approved Budget, and Entitlements.

6. THIRD PARTY TENANT RESTRICTIONS. In the event Prospective Tenant does not exercise the Option, then during the term of the Dorris Lease, Prospective Landlord shall not lease the Premises or any improvements thereon to (i) any competitor of Prospective Tenant, as reasonably determined by Prospective Tenant, or (ii) any other third party (a "Third Party Tenant") that interferes with the business operations of the Prospective Tenant. Notwithstanding the foregoing the Third Party Tenant's occupancy must be approved in writing by the South Carolina Department of Health and Environmental Control ("SCDHEC") so long as the Voluntary Cleanup Contract, dated May 2006 between Dorris Properties, LLC and the SCDHEC remains in effect.

The rights and obligations contained in Section 6 hereof shall survive the Termination of this Agreement.

7. PROSPECTIVE LANDLORD DEFAULT; EVENT OF BUILDING TERMINATION.

7.1 Ground Lease Assignment. In the event Prospective Landlord (i) defaults in its obligations contained in this Agreement prior to the Lease being executed, or (ii) provides Prospective Tenant with a Building Termination Notice, as set forth in Section 4.1 above, Prospective Landlord shall, within five (5) Business Days after Prospective Tenant's written request therefor (the "Assignment Notice"), assign (i) the Ground Lease, (ii) all applicable warranties and contracts desired by Prospective Landlord, and (iii) to the extent assignable, any Land use approvals or permits previously obtained by Prospective Landlord, or then being sought by Landlord, which are desired by Prospective Tenant, to Prospective Tenant thereby authorizing and granting Prospective Tenant with any and all rights to complete the development, permitting and construction of the Building (collectively, the "Assignment"). Subsequent to the Assignment, Prospective Landlord shall cooperate with Prospective Tenant in good faith and perform, in a prompt manner and at Prospective Landlord's sole cost and expense, any and all requests made by Prospective Tenant reasonably related to completion of the Building, including, but not limited to land use, environmental permitting and financing of the Building.

7.2 Prospective Landlord's Costs. In the event of an Assignment, Prospective Tenant shall reimburse Prospective Landlord for any reasonable out of pocket expenses in connection with the design and construction of the Premises (i) incurred by Prospective Landlord prior to Prospective Tenant's delivery of the Assignment Notice, and (ii) for which Prospective

Landlord can provide paid invoices (such invoices to be a commercially reasonable form) ("Landlord's Costs"); provided, however, in no event shall Prospective Tenant be obligated to pay any prepayment penalty, or other costs, fees, expenses, charges, penalties or interest, in connection with Prospective Landlord's Financing.

The rights and obligations contained in Section 7 hereof shall survive the Termination of this Agreement.

## 8. LICENSE

8.1 Grant of License. Prospective Landlord hereby grants to Prospective Tenant, its agents, invitees and permittees, a non-exclusive license for the period commencing on the Effective Date to the earlier of the execution of the Lease or termination of the Dorris Lease to use the Land for storage purposes only and in an area as reasonably determined by Prospective Landlord, so long as Prospective Tenant's use of the Land does not unreasonably interfere with Prospective Landlord's ability to (i) construct future improvements on the Land, or (ii) sublease the Land to a Third Party Tenant, subject to the leasing restrictions of Prospective Landlord set forth above in Section 6, or (iii) a Third Party Tenant's ability to reasonably use the Premises or Land. Tenant shall repair any damage to the Land as a result of Tenant's rights under this license and return it to its original condition after said use.

8.2 Prospective Tenant's Risk. Prospective Tenant agrees that any and all property of the Prospective Tenant of any kind that may be on or in the Land or Premises shall be at the sole risk of Prospective Tenant and that in no event shall Prospective Landlord be liable to Prospective Tenant for any injury, death, loss or damage to any person or property caused by Prospective Tenant, except if caused by the gross or willful negligence or misconduct of Prospective Landlord, its agents, employees, invitees, permittees or assigns.

9. GUARANTY. By executing this Agreement, William Scott Dorris and Bradley Franklin Dorris hereby jointly and severally, irrevocably, absolutely, unconditionally and without limitation, (i) guarantee to Prospective Tenant the prompt and complete payment and performance by Prospective Landlord of any and all obligations of Prospective Landlord under this Agreement, and (ii) in furtherance thereof, promise to promptly and fully pay, perform and satisfy any and all obligations of Prospective Landlord under this Agreement following any breach by Prospective Landlord thereof. The guaranty shall survive the Termination of this Agreement.

The rights and obligations contained in Section 9 hereof shall survive the Termination of this Agreement.

## 10. GROUND LEASE.

10.1 If Prospective Tenant exercises the Option, upon Prospective Tenant's written request, Lessee shall promptly request any and all easements from Master Landlord pursuant to Section 4(b) of the Ground Lease.

10.2 Prospective Landlord shall not provide any consent to an easement requested by Master Landlord, pursuant to Section 4(c) of the Ground Lease, without first

obtaining Tenant's consent.

11. FURTHER ASSURANCES. In the event Prospective Tenant fails to provide the Option Notice by the Option Delivery Date and/or upon the expiration or earlier termination of the Dorris Lease, Tenant, upon Landlord's request, shall reasonably cooperate with Landlord and execute commercially reasonable documentation to memorialize Tenant's rights to the Premises and Land under the Agreement or the Dorris Lease.

The rights and obligations in this Section 11 shall survive the termination of this Agreement.

12. MISCELLANEOUS.

12.1 Attorneys' Fees. In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Agreement or arising out of the subject matter of the Option, the prevailing party shall be entitled to recover, and the other party agrees to pay, all reasonable fees, expenses and costs, including but not limited to attorneys' fees.

12.2 Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

If to Prospective Landlord: Elk Trading Company, LLC  
Attn.: Scott Dorris and Brad Dorris  
306 S. Buncombe Road  
Greer, SC 29650

With a copy to: Haynsworth Sinkler Boyd, PA  
One North Main Street, 2<sup>nd</sup> Floor  
Attn.: Frank Davis  
Fax: (864) 240-3300  
Phone: (864) 240-3200  
Email: fdavis@hsblawfirm.com

If to Prospective Tenant: Kapstone Container Corporation  
1101 Skokie Boulevard, Suite 300  
Northbrook, Illinois 60062  
Attn.: President

With a copy to: Kapstone Container Corporation  
1101 Skokie Boulevard, Suite 300  
Northbrook, Illinois 60062  
Attn.: General Counsel

Such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by facsimile, by hand delivery or by overnight courier

service. Any such notice or communication shall be effective upon delivery to the addressee; or if by facsimile, upon receipt of written notification of successful transmission.

12.3 Broker's Fee. Each party represents to the other that it has not dealt with any broker, agent, or finder for which a commission or fee is payable in connection with this Agreement or the Lease. Each party shall indemnify, defend, and hold harmless the other party from any claims, demands, or judgments for commissions or fees based on the claimant's representation or alleged representation of the indemnifying party in this transaction.

12.4 Assignment. Neither party hereto may assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual, entity or other person without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, or anything to the contrary contained in this Agreement, Prospective Tenant may, without the prior written consent of Prospective Landlord assign this Agreement to (i) an Affiliate of Prospective Tenant, (ii) a successor by merger or other corporate reorganization of Prospective Tenant, or (iii) the purchaser of all or substantially all of Prospective Tenant's business operations being conducted on the Premises. For purposes hereof, "Affiliate" means any, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, trustee(s) of a trust, unincorporated organization, or government or governmental authority, agency or political subdivision thereof (collectively, a "Person"), Controlled by, Controlling, or under Common Control with another Person. Unless otherwise specified, all references herein to an "Affiliate" or to "Affiliates" shall refer to an Affiliate or Affiliates of Prospective Tenant. For purposes hereof, an Affiliate of any of the Persons which then comprise the Tenant hereunder shall be deemed to be an Affiliate of the Prospective Tenant (regardless of whether such Person is an Affiliate of all of the Persons which then comprise the Tenant hereunder). For purposes hereof, "Control" including with correlative meanings, the terms "Controlling," "Controlled by" and "under Common Control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting interests or securities, by contracts or otherwise.

12.5 Condemnation. In the event all or any portion of the Premises is taken or designated to be taken by condemnation proceedings, or proceedings in lieu thereof prior to the exercise of the Option, either Prospective Tenant or Prospective Landlord may terminate this Agreement at any time.

12.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties hereto.

12.7 No Third Party Beneficiaries. This Agreement and each and every provision hereof are for the exclusive benefit of the parties hereto and not for the benefit of any third party.

12.8 Further Actions. Each party agrees to perform any further acts and execute and deliver any further documents reasonably necessary to carry out the provisions of this Agreement.



12.9 Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and all negotiations and agreements, statements or promises between the parties hereto or their agents with respect to this transaction are merged in this Agreement, which alone expresses the parties' rights and obligations and if not contained herein shall not be binding or valid against either of the parties hereto.

12.10 Modification. Any amendments or modifications to this Agreement or the Ground Lease must be in writing and executed by all the parties to this Agreement.

12.11 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of South Carolina in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

12.12 No Waiver. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions thereof.

12.13 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.14 Time Periods; Business Day. The term "**Business Day**," as used herein, means any day other than a Saturday, Sunday or generally recognized holiday. Unless specified herein to be business days, all time periods shall be calculated using calendar days.

12.15 No Partnership or Joint Venture. The relationship of Prospective Landlord and Prospective Tenant hereunder is and will be that of Prospective Landlord and Prospective Tenant, and none of the provisions of this Agreement are intended to create any relationship other than Prospective Landlord and Prospective Tenant. No agency, partnership, joint venture or other relationship is intended hereby, and neither party shall be deemed the agent, servant, employee, partner or joint venturer of the other party. Prospective Landlord and Prospective Tenant shall not, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. In addition, by virtue of this Agreement, there shall not be deemed to have occurred a merger or any joint enterprise between Prospective Tenant and Prospective Landlord.

12.16        Counterparts. This Agreement, including any exhibits attached hereto, may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original copy.

12.17        No Merger. If both Master Landlord and Prospective Landlord's estates in the Premises have both become vested in Prospective Landlord, neither this Option nor the Lease shall be terminated by application of the doctrine of merger unless agreed in writing by Prospective Tenant.

[SIGNATURES ON THE FOLLOWING PAGE]

Signed, sealed and delivered  
in the presence of:

PROSPECTIVE LANDLORD:

ELK TRADING COMPANY, LLC

By: William Scott Dorris (SEAL)

J Philip Land Jr.  
Printed Name of Witness

[Signature]  
Printed Name of Witness

Rita L. Storrie  
Printed Name of Witness

STATE OF SOUTH CAROLINA

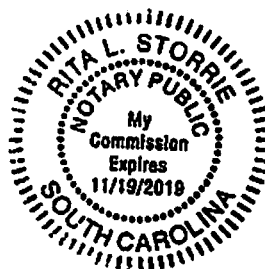
ACKNOWLEDGMENT

COUNTY OF GREENVILLE

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2017 by William Scott Dorris the Member of Elk Trading Company, LLC, a South Carolina limited liability company, on behalf of the company.

Rita L. Storrie  
Notary Public of South Carolina  
Printed Name: Rita L. Storrie


My commission expires: 11/19/19





Signed, sealed and delivered  
in the presence of:

PROSPECTIVE TENANT:

KAPSTONE CONTAINER CORPORATION

  
\_\_\_\_\_  
Printed Name of Witness  
Paul R. Hagan

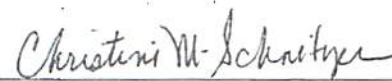
By:  (SEAL)

  
\_\_\_\_\_  
Printed Name of Witness  
REREKA RISTESKA

STATE OF Illinois  
COUNTY OF Lake

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2017 by  
Matthew Kaplan the President & CEO of KapStone Container  
Corporation, a Georgia corporation on behalf of the company.

  
\_\_\_\_\_  
Notary Public  
Printed Name: Christine M. Schnitzer

My commission expires: 2/17/2018



## **EXHIBIT F**

### **Landlord's Work**

In consideration of the mutual covenants in the Lease and herein contained, Landlord and Tenant agree as follows:

1. **Capitalized Terms.** Unless expressly stated otherwise, capitalized terms not defined in this Exhibit shall have the same meaning as they have in the Lease.

2. **Definitions.**

a. "**Approved Budget**" shall mean the budget for the construction of the Building as described on **Schedule A-1**.

b. "**Final Plans**" shall mean the final plans for the Landlord's Work as approved by Landlord and Tenant and set forth on **Schedule A-2**.

c. "**Building**" shall mean the 100,000 square foot or smaller building to be constructed and installed on the Premises in accordance with the Final Plans and the terms and conditions of this Exhibit.

d. "**Option**" shall mean that certain Option to Lease and License Agreement by and between Landlord and Tenant dated as of February 1, 2017.

e. "**Substantial Completion**" or "**Substantially Complete**" shall mean substantially completing the Building in conformity with the Final Plans so that a certificate of occupancy can be obtained.

f. "**Tenant Delay**" shall mean Tenant's negligence, wrongful act or omission of any nature, failure timely to complete submittals, approve plans or the performance of other obligations of Tenant within the time limits of this Work Letter. The Anticipated Substantial Completion Date and Final Completion Date, as applicable, shall be extended one day for each day of such Tenant Delay.

g. "**Unavoidable Delay**" shall mean causes or events which are beyond Landlord's reasonable control which prevent Landlord's critical path performance under this Work Letter. Any time period subject to extension hereunder for an "Unavoidable Delay" shall be extended one day for each day of delay resulting from such Unavoidable Delay.

3. **Landlord's Work.** Landlord shall make all such contracts and arrangements as necessary to construct the Building in accordance with the Final Plans ("**Landlord's**

Work”), the Approved Budget, all applicable laws, and the terms of the Lease. Landlord shall procure all necessary licenses and permits for the construction of the Building.

4. **Development Fee.** None. The consideration for any and all fees and out of pocket costs expended by Landlord to build the Building for Tenant is incorporated into the Rent calculation. In no event is Tenant liable for any separate “development fees” or any other charges related to the Project.

5. **Change Orders.** If, prior to Substantial Completion, Tenant desires changes to, or to deviate from the parameters of the Final Plans, whether said changes adds or reduces costs (individually or collectively, the “Change Order(s)”), Tenant shall make written request to Landlord. Upon Tenant’s request for a Change Order and before work pursuant to such Change Order request is started, Landlord shall prepare plans for same and shall submit them to Tenant for review together with an estimate of cost and time. Tenant shall notify Landlord within five (5) business days following its receipt of the plans of its approval or rejection of the plans. If Tenant rejects the plans the request for Change Orders shall be deemed withdrawn unless the rejection notice includes requested changes. If changes are requested to the proposed Change Order, then the process shall continue as though it were a new request for Change Orders. When the parties have agreed to the plans for the applicable Change Order, Landlord shall notify Tenant of the additional cost or savings of same and the amount of time, if any that it will delay completion of the construction of the Building.

6. **Performance.**

a. **Commencement of Construction.** Landlord shall commence performance of Landlord’s Work as promptly as practical following the execution of the Lease by all parties thereto, and shall diligently pursue the Landlord’s Work to completion.

b. **Standard of Construction.** Landlord agrees to cause the Building to be constructed in a good and workmanlike manner using, unless specified otherwise in the Final Plans, new and first-class quality materials as specified in the Final Plans. Landlord shall cause the Building to be completed by Landlord in compliance with the Final Plans (other than minor deviations that occur in the normal course of construction of a facility of this nature and which do not have any adverse effect.

c. **Changes to Site Plan and Plans.** Landlord reserves the right to make changes to the site plan and plans as are necessary to accommodate construction of the Building which do not adversely affect the Building, alter the overall design of the Building, or materially affect the overall plan, scope or quality of the Building. If Landlord requests changes that materially affect the scope of the Final Plans or Approved Budget, then Landlord shall provide a

written notice to Tenant of the requested change and Tenant shall have five (5) business days to approve such request.

d. Construction Completion. Landlord shall Substantially Complete the construction of the Building not later than twelve (12) months from the Effective Date; provided, however, the completion date shall be extended by the number of days that such construction is delayed by a Tenant Delay or Unavoidable Delays or Change Orders (the "Anticipated Substantial Completion Date"). Both parties acknowledge that strict adherence to the project schedule is essential for an orderly and timely completion of construction of the Building; provided, however, the project schedule shall be extended in the event of a (i) a Tenant Delay or (ii) an Unavoidable Delay or Change Order.

e. Progress of Work. During the construction process, Landlord will provide reasonable cooperation to keep Tenant informed as to material aspects pertaining to the construction of the Building.

7. Early Access to Building. Provided that Tenant submits to Landlord a valid certificate of insurance as required by the terms of the Lease and Tenant does not interfere with the construction of the Building, Tenant's representatives and agents shall have access to the Building during the construction of the Building subject to reasonable construction site rules promulgated by Landlord. Excluding Landlord's gross negligence and willful misconduct, Tenant shall hold Landlord and Landlord's agents harmless from and indemnify, protect and defend Landlord and Landlord's agents against any claims arising out of the entry by Tenant or for Tenant into the Building or on the Land prior to the Anticipated Substantial Completion Date. Tenant further acknowledges and agrees that all of the provisions of the Lease shall apply to Tenant during any early entry except that Tenant shall not be responsible for Rent or Additional Rent during such early access.

8. Designated Agents. During the design and construction of the Building, the below individuals are designated as representatives for Landlord and Tenant. All communications between Landlord and Tenant relating to the design and construction of the Building shall be forwarded to or made by such party's representative. In addition no Change Order shall be binding on Landlord unless signed by a Landlord's representative and no Change Order shall be binding on Tenant unless signed by a Tenant's representative. Except for Change Orders, communications by email between the listed representatives shall be deemed a writing for purposes of this Work Letter, through the Rent Commencement Date (but not from and after the Rent Commencement Date) be a valid means of delivery of notice, and except to the extent the Landlord representative or Tenant representative, as applicable, expressly so provide in an email communication(s), such communication(s), excluding Change Orders, are binding for purposes of this Work Letter. Tenant and Landlord may amend the designation of its representative(s) at any

time upon delivery of written notice to the other party. Such change will be effective upon delivery to the then current representative of the receiving party.

**Landlord's Representative(s):**

Name: Scott Dorris

Address: 306 S. Burncombe Road  
Greer, South Carolina 29650

**Tenant's Representative(s):**

Name: General Counsel

Address: Kapstone Container Corporation  
1101 Skokie Boulevard, Suite 300  
Northbrook, Illinois 60062

9. **Final Inspection and Incomplete Items List.** Landlord shall notify Tenant prior to Substantial Completion so that Tenant can make a final inspection of the Building with Landlord, and provide Tenant's written list of incomplete items. Landlord will then direct the general contractor promptly to complete the Tenant's list of incomplete items.

10. **Time is of the Essence.** Time is of the essence with respect to each of the obligations hereunder.



**Schedule A-1**

**Approved Budget**

***PROPOSAL FOR DESIGN & CONSTRUCTION  
OF  
99,000 SQ FT CONCRETE WALL WAREHOUSE***

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## DETAILED SCOPE OF WORK

### Division One – General Requirements

1. Architectural Drawings
2. Structural Drawings
3. Floor Plans
4. Elevations
5. Builders Risk Insurance
6. General Cleaning
7. Project Schedule
8. Full time Superintendent
9. Project Management
10. Dumpsters
11. Temporary Sanitary Facilities

### Division Two – Sitework & Exterior Improvements – Per Attachment A Takeoff

1. Site Demolition
  - A. Existing Monitoring wells to be removed by others
2. Grading and Storm Drainage – For 100k
3. Heavy Duty Paving
4. Light Duty Paving
5. Concrete Paving at Truck Docks
6. CIP Walls and Ramp
7. CIP walls at 100k truck well
8. 18" Curb and Gutter
9. CEPSI Inspections Per Code

### Division Three – Concrete Work

1. Foundations/Slab on Grade
  - A. 6" thick SOG
  - B. 10 Mil Poly Vapor Barrier
  - C. 4" Gravel Stone Base
  - D. 6x6 6/6 Welded Wire Mesh
  - E. Continuous footings under load-bearing precast walls
  - F. Spread column footings at interior columns
  - G. Column isolation block outs at interior columns
2. Precast Concrete Wall Panels
  - A. 8" thick load-bearing precast wall panels
  - B. Structural gray concrete
  - C. Exterior face of panel to be standard form finish
  - D. Interior face of panel to be light broom finish
  - E. Overhead door openings to have steel channel frames for corner protection
  - F. Caulking of exterior and interior vertical joints with polyurethane sealant

### Division Four – Masonry - NA

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#### **Division Five – Metals & Miscellaneous Steel**

1. Structural Steel
  - A. Roof structure to be single slope to front of building
  - B. Bay Spacing: 50'x60'
2. Misc. Metals
  - A. (12) 6" diameter x 4' high (above finish floor grade) concrete-filled pipe bollards at Overhead Doors
  - B. (2) Sets of Loading Dock Stairs and Rails

#### **Division Six – Architectural Woodwork**

1. Vanity Counters at Restroom Sinks

#### **Division Seven – Moisture Protection**

1. TPO Roofing
  - A. 45 Mil TPO Roofing Membrane
  - B. 24 Ga. Kynar Coping, Gutters, Downspouts
  - C. Flash Any Rooftop Penetrations
  - D. R-20 Roof Insulation

#### **Division Eight – Doors, Frames & Hardware**

1. Hollow Metal Doors & Frames
  - A. (20) single 3'x7' Hollow Metal Frames
  - B. Hollow metal doors at all openings
2. Door Hardware
  - A. (20) sets Door Hardware Material
3. Overhead Doors
  - A. (6) 9'x10' Overhead Sectional Dock Doors
    - Vertical Lift
    - Manually Operated
  - B. (1) 12'x14' Drive Thru Sectional Doors
    - Electric Operators

#### **Division Nine – Finishes**

1. Painting and Caulking
  - A. Doorframes
  - B. Sheetrock Surfaces
  - C. Exterior Precast Surface
  - D. Columns up to 4'
2. Walls
  - A. 3-5/8" Metal Studs with 5/8" Sheetrock
3. 2'x2' ACT Ceiling in Restrooms
4. VCT Floor Tiles in Restrooms

---

## **Ten – Specialties**

1. Fire Protection Specialties
  - A. Wall/column mount fire extinguishers per code requirements
2. Toilet Accessories as Needed

## **Division Eleven – Equipment**

1. Loading Dock Equipment
  - A. (6) Mechanical Pit Levelers – 30,000#
  - B. (6) Dock Restraints
  - C. (6) Dock Seals

## **Division Twelve – Furnishings – NA**

## **Division Thirteen – Special Construction – NA**

## **Division Fourteen – Conveying System – NA**

## **Division Fifteen – Mechanical**

### **1. Plumbing**

99,000 sq ft:

- 6 – water closets
- 2 – urinals
- 8 – lavatories
- 1 – bi-level water coolers
- 1 – mop basin
- 1 – break room sink
- 1 – exterior hose bibs
- 1 – water heaters
- 200' – sewer in building
- 200' – 2" water through building
- 1 – floor drain in fire pump room
- 2 – floor drains (one in each restroom)

### **2. Fire Protection System**

- A. Fire Sprinkler System to be Density System.
  - Wet System using a K14 ESFR System
  - Assuming Adequate water pressure is available.
- B. Underground – Install Approximately 1400 Lnft of new 8" CL Ductile Iron Underground piping. This will be an extension of the existing loop as shown on sketch.

### **3. HVAC**

- A. General HVAC – Minimal Heat above Freezing, 4 Air Exchanges Per Hour
  - Rooftop Exhaust Fans As Needed
  - Hanging Gas Fired Heaters
  - Intake Louvers as needed for air supply
  - Exterior gas service is excluded
  - Bath Fans and Venting

---

## Division Sixteen – Electrical

1. Electrical
  - A. 6 Lamp T5 Fixtures – 10% Battery Backup
  - B. Exit/Emergency combos w/ remote egress lights
  - C. 110 volt outlets
  - D. Power to HVAC Equipment
  - E. 2x4 Lay-In Fixtures in Restrooms
  - F. 400W MH Wall Packs on Exterior
  - G. NFPA72 Addressable Fire Alarm Systems
  - H. New Service

---

## QUALIFICATIONS

### 1. Design Basis

- A. Design is based on our interpretations of building code requirements that may or may not meet specific requirements of your insurance underwriter.
- B. Capacities of existing infrastructure (i.e., power, water, sewer, gas, etc.) are assumed to be adequate for this facility.
- C. Concrete is based on standard mix designs for local area.
- D. Design is assumed that subsurface is sufficient for building pad.

### 2. Contractual

- A. Allowances are all inclusive (i.e., include labor, material, subcontract, taxes, freight, etc.).

### 3. Schedule

- A. Assume a 34 Week Build Schedule from start of construction.

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## EXCLUSIONS

1. Civil Design
2. Subsurface Investigations
3. Rock excavation
4. Removal/replacement of unsuitable soils
5. Removal/relocation/replacement of underground obstructions, pipe, etc. not shown on Drawings.
6. Dewatering/in-ground water control
7. Smoke vents and skylights
8. Dock lights
9. Cubicles and/or Owner furnishings
10. Appliances
11. Gas supply to building
12. Rack sprinklers
13. Energy management systems
14. Independent test and balance of HVAC
15. Electrical power from utility grid to and including transformer
16. UPS or emergency generator systems
17. Computer, telephone, paging, clock, and equipment
18. Temporary security
19. Fencing
20. Payment and Performance Bond
21. Signage (Exterior & Interior)
22. Fire booster pump
23. Burglar Alarm System
24. Access Control System
25. CCTV
26. Rack relocation
27. Equipment and or utilities relocation





## API Box 100k Sqft Only Breakdown

Buncombe Rd, Greer SC

**Roebuck Buildings Co. Inc.**

CATEGORY	BID DESCRIPTION	Cost
Building Package	Includes all vertical construction	\$3,130,969
Fully Conditioned Space (Allowance)	Includes metal demising wall, (2) High Speed doors, (2) Man doors, 80 Ton of HVAC (4 - 20 ton units equally spaced, concentric duct packages), necessary power	\$301,000
Grading (Allowance)	Includes mass dirt, storm drainage, erosion control, demolition of all items with exceptions of buildings	\$529,112
Building Demolition	Demolition of structures	Inc in Grading
Segmental Retaining Wall	Includes segmental retaining wall	\$48,955
Roof Drainage	Includes piping of roof downspouts to storm drainage system	Inc in Grading
Curb & Gutter	Includes 18" Curb and Gutter System	\$33,199
Light Duty Paving	Includes 6"1/2" Asphalt Paving	\$104,959
Heavy Duty Paving	Includes 8"1/3" Asphalt Paving	\$206,569
Ext. Concrete Walls	Includes exterior concrete walls at locations shown on plans for grade differences	\$11,668
Truck Dock Concrete	Includes 6" Un-Reinforced Concrete Paving over 6" Compacted Stone Base at Truck Docks	\$150,184
Sidewalks	Includes 4" Thick Concrete, Saw Cut Joints, as shown on plans	\$6,774
Fire Line	Includes relocation of 1275 LnFt of underground 8" Fireline to meet building requirements	\$69,932
Water/Sewer (Allowance)	Includes Potable Water Supply, Sewer, Allowance of \$28,000 for Lift Station	\$103,082
<b>BUILDING SUBTOTAL</b>		<b>\$4,696,403</b>
Licenses and Permitting	Allowance since jurisdiction is unknown	\$15,923
Sales Tax	Includes sales tax at 6%	\$24,724
PT&I	Payroll taxes and insurance	\$45,979
Fee	Include RBC fee of 5%	\$231,453
<b>PROJECT GRAND TOTAL</b>		<b>\$5,014,482</b>



## DEMOLITION PLAN

API BOX  
BUILDING ADDITIONS  
306 S Buncombe Rd.  
Greer, SC 29650

**blueWATER**  
civil design  
bluewater civil design, pllc  
19 Washington Park Suite 100 • Greenville, SC 29601  
www.bluewatercivil.com • info@bluewatercivil.com



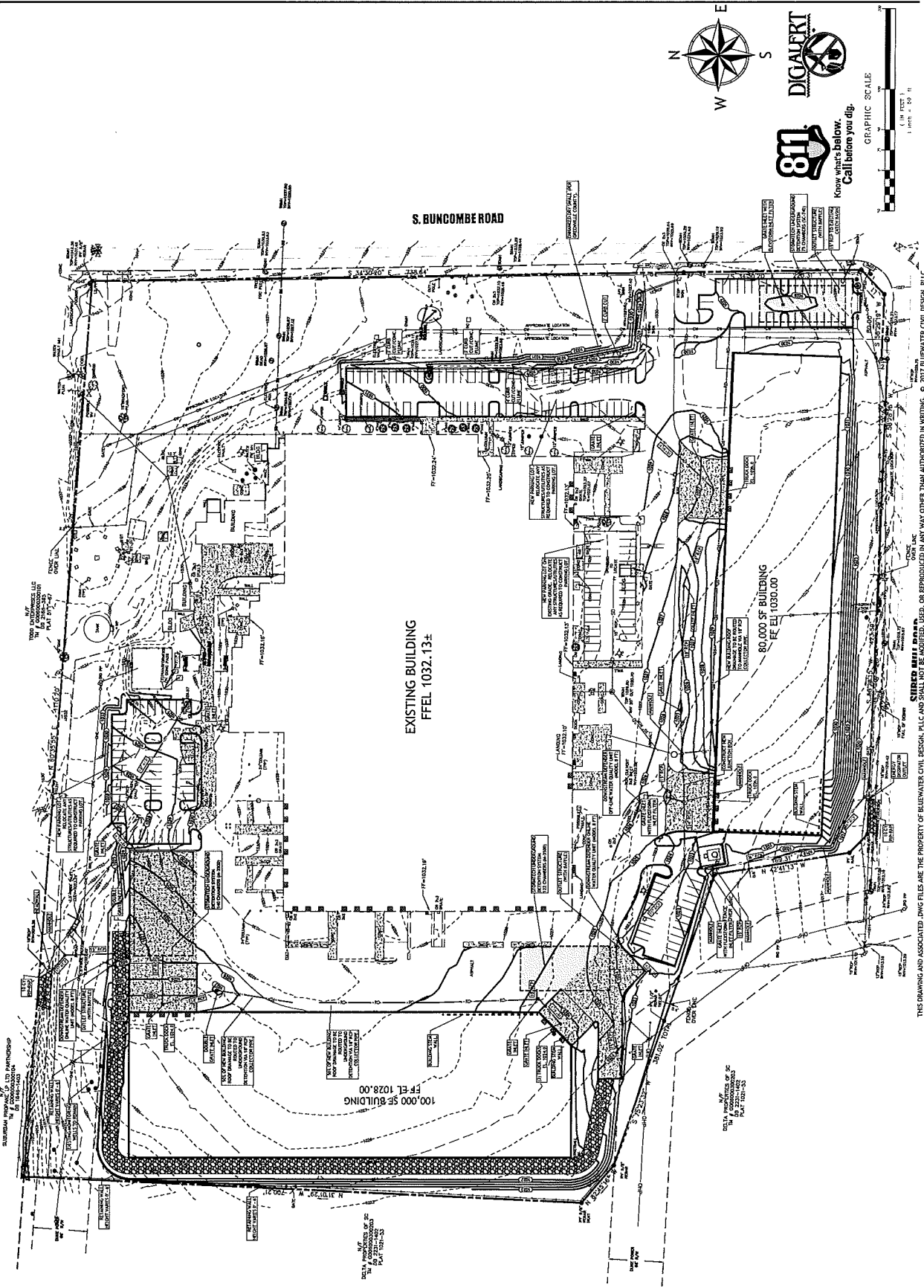
## SITE PLAN

**blue**WATER  
civil design  
bluewater civil design, pllc  
19 Washington Park Suite 100 • Greenville, SC 29601  
www.bluewatercivil.com • info@bluewatercivil.com

DATE	DESCRIPTION
11/15/17	PRELIMINARY DESIGN
11/15/17	FINAL DESIGN
11/15/17	CONSTRUCTION

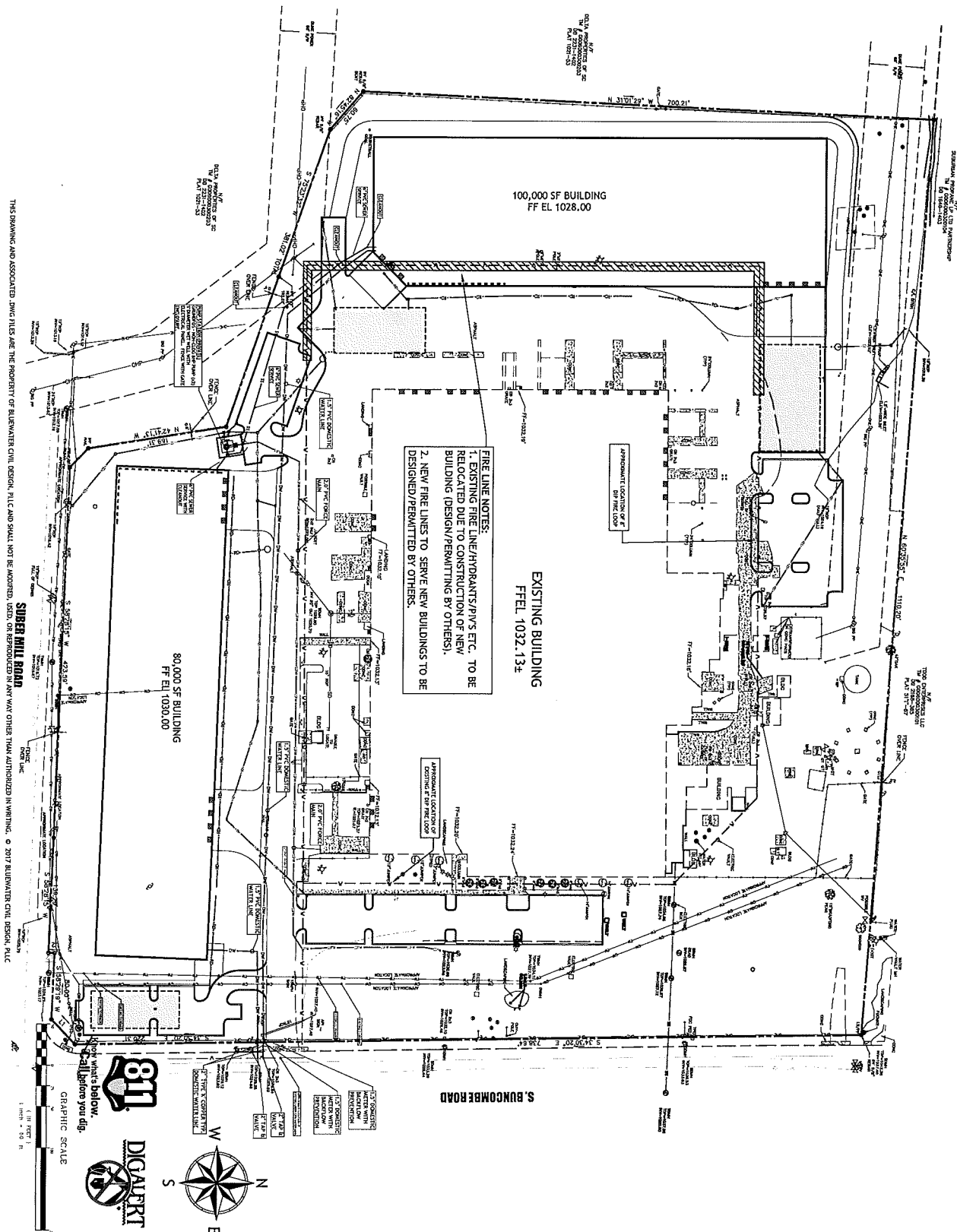
GRADING AND DRAINAGE PLAN

C201



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**Schedule A-2**

**Final Plans**









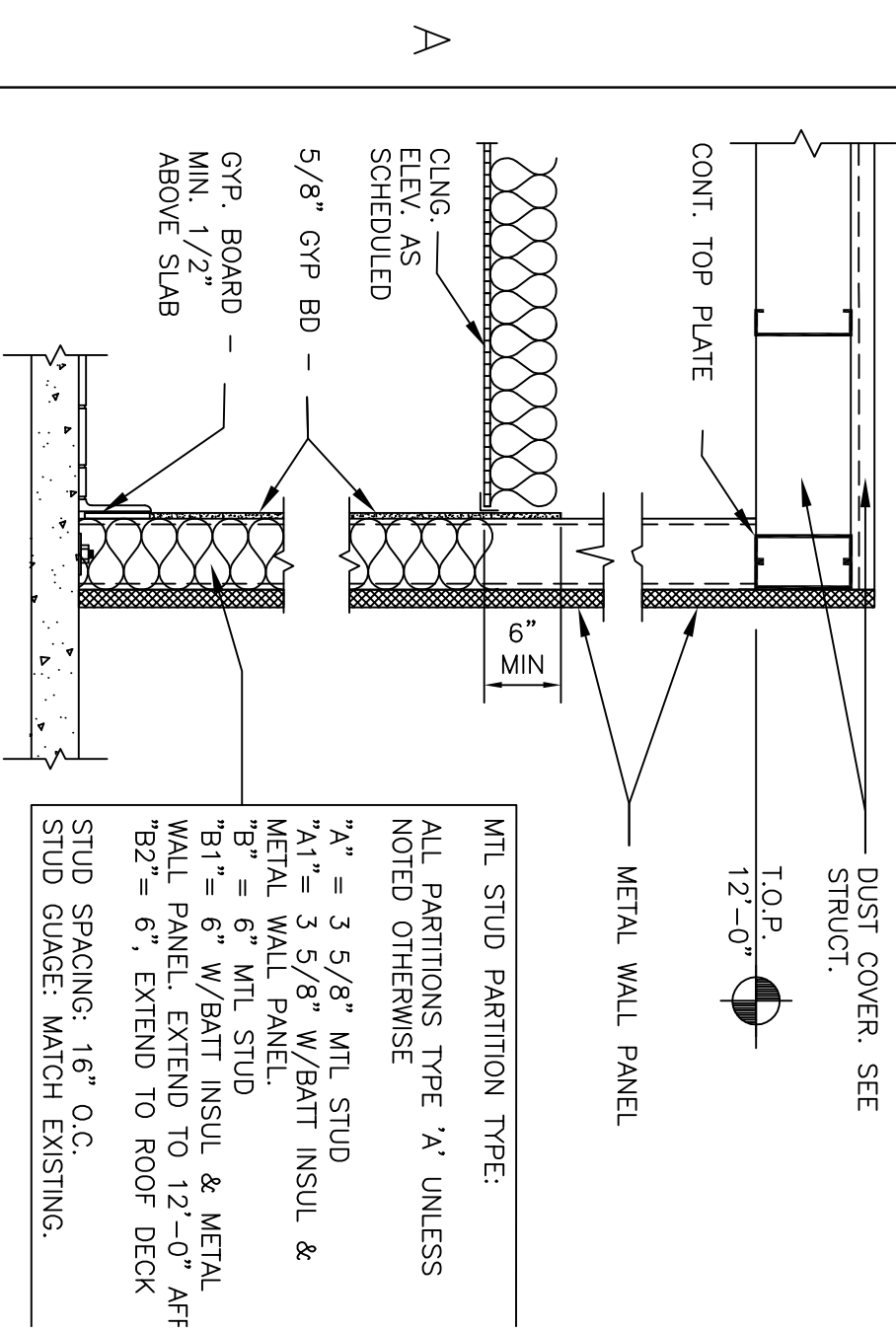
B1	##/### 1°=20'-0"	FLOOR PLAN & LIFE SAFETY PLAN
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## GENERAL NOTES - CONT.

10. CONTRACTOR/OWNER TO INSURE ALL WORK COMPLETES WITH SPANNING BAY COUNTY AND ALL JURISDICTION CODES AND REGULATIONS.
11. ALL WORK MUST BE DONE IN COMPLIANCE WITH IBC 2015, IFC 2015, DFCO AND OSHA CODES AND REGULATIONS.
12. SEE FIRE PROTECTION DRAWINGS FOR AUTOMATIC SPRINKLER.
13. SEE ELECTRICAL FOR EXIT AND EMERGENCY LIGHTING.
14. SMOKING AND OPEN FLAMES ARE PROHIBITED IN FLAMMABLE/COMBUSTIBLE STORAGE AREAS.
15. ALL EXISTING EXTERIOR WINDOWS TO BE INSPECTED FOR BREAKAGE STAFF, ETC. REPAIR AS NECESSARY.
16. ALL CEILING INSULATION IN INTERSTITIAL SPACES TO BE NONCOMBUSTIBLE. FLAME RETARDANT.

## SYMBOL LEGEND

- |   |   |                                       |
|---|---|---------------------------------------|
|  | — | PARTITION TYPE TAG SEE A1/A-1.0       |
|  |   | DOOR TAG — SEE DOOR SCHEDULE ON A-1.1 |
|  |   | KEY NOTE                              |
|  |   | NEW WALL                              |



A1	###/###/### 3/4"	WALL TYPES & DUST COVER
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A2	###/###/### N/A	GENERAL NOTES & KEY NOTES
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A4	##/##/## N/A	LEGEND
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A5	##/### N/A	NOT USED
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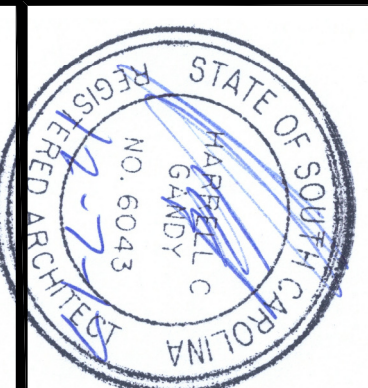
[illegible]

DRAWN BY DRG/HCG

PROJECT: A NEW BUILDING FOR:  
ASSOCIATED PACKAGING INC.

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LOCATION: GREER, SC



## FLOOR PLAN

# A-1.0



**EXHIBIT G**

**Voluntary Cleanup Contract and the Restrictive Covenants**

*<See attached>*

THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

**VOLUNTARY CLEANUP CONTRACT**  
**06-5385(I)-NRP**

SIGNATURE

*Adrian L. Gure*

**IN THE MATTER OF**  
**FORMER JOHN DEERE FACILITY, GREENVILLE COUNTY**  
**and**  
**DORRIS PROPERTIES, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control, and Dorris Properties, LLC, pursuant to the Brownfields Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710, et seq. (2005), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C §§ 9601, et seq., and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the 23.01-acre eastern portion of the parcel located at 306 South Buncombe Road, Greer, South Carolina. The Property that is the subject of this contract includes approximately 23.01 acres, identified by tax parcel numbers G006.00-03-002.01 and G006.00-03-002.002 and is bounded generally by South Buncombe Road to the East, Suber Mill Road to the South, and residential and commercial properties (including Exide Battery) to the north and west. The terms and conditions of this Contract shall be consistent with the "Information and Certification" submitted February 24, 2006 by Dorris Properties, LLC, which is incorporated into this Contract and attached as Appendix A.

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, including any amendments, or in the regulations promulgated thereunder.

- A. "Dorris" shall mean Dorris Properties, LLC.
- B. "Bona Fide Prospective Purchaser" shall mean a person, or a tenant of that person, who acquires ownership of a facility after the date of enactment of the Brownfields Amendments (January 11, 2002), and by a preponderance of the evidence establishes the following:

- a. Disposal at the facility occurred prior to acquisition;
- b. The person made all appropriate inquiry into previous ownership and uses of the facility in accordance with generally accepted practices and in accordance with the new standards contained in CERCLA Section 101(35)(B);
- c. The person provides all legally required notices with respect to the hazardous substances found at the facility;
- d. The person exercises "appropriate care" with respect to the hazardous substances found at the facility by taking "reasonable steps" to:
  - i. Stop any continuing releases;
  - ii. Prevent any threatened future release; and
  - iii. Prevent or limit human, environmental or natural resource exposure to any previously released hazardous substance;
- e. The person provides full cooperation and access to the facility to those authorized to conduct response actions;
- f. The person is in compliance with any land use restrictions and does not impede the effectiveness or integrity of any institutional control;
- g. The person complies with any information request or administrative subpoena under CERCLA; and
- h. The person is not potentially liable for response costs at the facility or "affiliated" with any such person through:
  - i. Direct or indirect familial relationship, or
  - ii. Any contractual, corporate or financial

relationship (excluding relationships created by instruments conveying or financing title or by contracts for sale of goods and services).

- C. "Contract" shall mean this Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control.
- E. "Existing Contamination" shall mean any hazardous substances, pollutants or contaminants (as defined herein), present or existing on or under the Site as of the execution date of this Contract.
- F. "Hazardous Substance" means (A) any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C. 1321(b)(2)(A)], (B) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of this title, (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act [42 U.S.C. 6921] (but not including any waste the regulation of which under the Solid Waste Disposal Act [42 U.S.C. 6901 et seq.] has been suspended by Act of Congress), (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. 1317(a)], (E) any hazardous air pollutant listed under section 112 of the Clean Air Act [42 U.S.C. 7412], and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act [15 U.S.C. 2606]. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of

natural gas and such synthetic gas).

G. "Non-Responsible Party" shall mean any party which is neither:

- a. A responsible party at the time the voluntary cleanup contract is signed, nor
- b. A parent, subsidiary of, or successor to a responsible party. Non-Responsible Parties may include lenders, economic development agencies, fiduciaries, trustees, executors, administrators, custodians, and subsequent holders of a security interest.

H. "Oversight Costs" shall mean those costs, both direct and indirect, incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract and any future amendments thereto.

I. "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, Section 101, 42 U.S.C. Section 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.

J. "Property" shall mean the 23.01-acres located at 306 South Buncombe Road, Greer, South Carolina shown on that certain survey

entitled "Survey for Retlaw, Inc. dated March 31, 2004 prepared by W.R. Williams, Jr., LS, a copy of said survey being attached as Appendix B to this Contract and identified on tax parcel numbers G006.00-03.002.01 and G006.00-03.002.02 that is subject to ownership, prospective ownership, or possessory or contractual interest of a Responsible Party or a Non-Responsible Party.

K. "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.

L. "Responsible Party" shall mean:

- a. The owner and operator of a vessel, as defined in CERCLA Section 101 (28), or a facility;
- b. Any person who, at the time of disposal of any hazardous substance, owned or operated any facility at which such hazardous substances were disposed of;
- c. Any person who, by contract, settlement, or otherwise, arranged for disposal or treatment or arranged with a transporter for transport for disposal or treatment of hazardous substances owned or possessed by such person, by any other party or entity, at any facility or incineration vessel owned or operated by such a party or entity and containing such hazardous substances; and/or
- d. Any person who accepts or accepted any hazardous substances for transport to disposal or treatment facilities, incineration vessels, as defined in CERCLA Section 101 (38), or sites selected by such person from which there is a release, or a threatened release that causes the incurrence of response costs, of a hazardous substance.

- L. "The Site" shall mean the facility located at 306 South Buncombe Road, Greer, South Carolina, and all areas where a contaminant has been released, deposited, stored, disposed of, placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA Section 101 (28).
- M. "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, et seq. (2005).

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

- A. The history of the Property is as follows:

OWNER

DATES OF OWNERSHIP

- |                                       |                |
|---------------------------------------|----------------|
| 1. Retlaw, Inc.                       | 2002 - present |
| 2. John Deere Consumer Products, Inc. | 1994 - 2002    |
| 3. Homelite Division of Textron, Inc. | 1956 - 1994    |

Prior to the ownership of the Property by the Homelite Division of Textron, Inc. ("Textron"), the Property was undeveloped and previously used for agricultural purposes.

- B. The Homelite/Textron facility began operations in 1956 on the eastern portion of an approximately 50-acre parcel of land that had been previously used for agriculture. Over the years, operations have included machining, fabrication and assembly of components for yard equipment. In the late 1970's, metal plating units were added along with an increased ability to degrease metal parts. The facility was historically operated under the trade name Homelite until 1994 when the Property was acquired by John Deere Consumer Products, Inc. ("John Deere"). The Site was again sold in 2002 to Retlaw, Inc. ("Retlaw") The 23.01-acre parcel being acquired by Dorris and herein designated as the Property has historically been used

for manufacturing purposes.

C. Soil and groundwater investigations have been performed at the Site since the late 1980's to map the types and extents of releases to soil and groundwater. Two source areas were identified: the Plant Manufacturing Area and the Oil Impacted Area.

D. In January 1999, the US EPA Region IV Emergency Response and Removal Branch responded to a waste spill. At that time, plating waste (5,500 gallons of nitric acid and nickel plating rinse water) discharged into an onsite drainage ditch, and eventually reached Little Princess Creek located approximately 2000 feet southeast of the facility.

E. Groundwater investigations at the Site indicate that facility operations have contaminated groundwater both on and off the Property. The primary constituents of concern are volatile organic compounds (VOCs), specifically trichloroethene (TCE), and chromium. Groundwater flow radiates outward from near the north and northwest portion of the Property; consequently, groundwater contamination related to the Property has been found in monitoring wells located around the developed portion of the Property. A component of the TCE plume originating from the Plant Manufacturing Area has migrated in groundwater south across Suber Mill Road onto an adjacent property; while a second component of the TCE plume has migrated off of the Property west/northwest from the Oil Impacted Area.

F. Textron entered into a consent agreement (Consent Agreement #98-084-W) with the Department in September 1998. Under the Consent Agreement, Textron investigated groundwater across the developed portion of the Site. The Consent Agreement requires routine sampling of surface water along with groundwater sampling of monitoring wells in the Oil Impacted Area, the Plant Manufacturing Area and wells that define the extent of the contaminant plume.

G. In December 2000, Textron submitted a Remedial Action Plan for the Oil Impacted Area that proposed a two-phase remediation approach. Phase I includes the installation of a biological enhanced reductive dechlorination (ERD) treatment barrier to protect surface water; and Phase II includes source reduction using ERD



for treatment of 'hot spots' and natural attenuation of the remaining groundwater plume. In September 2005, the Department's Bureau of Water approved installation of a biological enhanced reductive dechlorination (ERD) treatment barrier to reduce 'hot spots' and to enhance natural attenuation of the remaining groundwater plume in the Oil Impacted Area.

H. Retlaw purchased the Property in 2002. In July 2005, EnviroSouth, Inc. ("EnviroSouth") conducted an environmental assessment of the Property on behalf of Retlaw in anticipation that Retlaw would transfer the Property to an entity that would enter into a Non-Responsible Voluntary Cleanup Contract with the Department. EnviroSouth and representatives of the Department had several discussions regarding the scope of the environmental assessment and EnviroSouth submitted a work-plan for the conduct of the environmental assessment which was subsequently approved by the Department. The assessment was conducted in order to determine whether impacted groundwater is migrating westward toward the adjacent parcel and to determine subsurface soil quality and further document groundwater quality in the Plant Manufacturing Area. The following potential source areas were investigated as part of this assessment: the Oil Impacted Area (OIA), the wastewater treatment area (WWTA), the former plating area inside the main manufacturing building, the chemical storage area, and an above ground storage tank (AST) located outside of the manufacturing building near the chemical storage area. A brief summary of the results are provided below:

I. Groundwater Quality: Four temporary monitoring wells were installed along the western Property boundary and three groundwater samples were analyzed for volatile organic compounds (VOCs), RCRA metals, zinc, copper, chromium and cyanide. Temporary monitoring well sample TMW#1 was analyzed for all parameters included on EPA's Target Analyte List/Target Compound List (TAL/TCL). In addition, groundwater samples were collected from one shallow, one intermediate and one deep existing, permanent groundwater monitoring well in the OIA. Groundwater samples from permanent wells on various portions of the Property were analyzed in March 2005 for VOCs and during this investigation

groundwater samples were analyzed for total RCRA metals, zinc, copper, chromium, and cyanide. The groundwater sample from shallow well HO-MW-25 (r) was analyzed for the TAL/TCL parameters. Trichloroethene was detected at 1600 µg/l and cis-1,2-dichloroethene was detected at 2600 µg/l in groundwater from shallow well HO-MW-25(r). Certain metals were detected in concentrations above their respective maximum contaminant level (MCL) or action level (AL) in samples collected from the temporary monitoring wells along the western Property boundary while VOCs were not detected. It can be concluded that although the VOC plume from the OIA was not detected in TMW-1, the northeastern portion of the adjacent parcel may be downgradient of the OIA. One groundwater sample from existing, permanent monitoring well HO-MW-3s located in the WWTA was analyzed for the TAL/TCL parameters. Certain VOCs plus antimony, beryllium, chromium, and lead were detected in concentrations that exceed their respective MCLs/AL. One groundwater sample from HO-MW-7s in the Former Plating Area was analyzed for TAL/TCL parameters. Here certain VOCs plus arsenic, beryllium and lead were detected in concentrations exceeding their respective MCLs/AL.

J. Subsurface Soil Quality: Volatile organic compounds, specifically trichloroethene (560 µg/kg) and cis-1,2-dichloroethene (230 µg/kg), were detected in subsurface soils (18-21 feet below land surface) in the Oil Impacted Area (OIA). The concentration of trichloroethene exceeds the soil screening level (SSL) of 60 µg/kg included on the EPA Region IX Preliminary Remediation Goal (PRG) table. However, the presence of cis-1,2-dichloroethene may be an indication that in situ degradation is occurring. In late 1997 the Oil Impacted Area was excavated to a depth of approximately 16 feet below land surface, which was considered to be a feasible depth for excavating, in order to remove a known source of contamination. The detection of VOCs at the 18-21 foot level indicates that a residual source of contamination may exist. The 60 µg/kg SSL is a conservative default value deemed to be protective of groundwater. Because the concentration of VOCs in subsurface soil exceeded the default value, a site specific value was calculated. However, the site specific value was deemed not to be protective and an impermeable barrier for

the OIA is required. In late November 2005, the Department approved the design submitted by EnviroSouth on behalf of Retlaw for a 40-foot by 60-foot impermeable barrier of asphalt to be placed over the OIA in order to retard the infiltration of rainwater and thereby reduce or eliminate continued impact to groundwater. On March 8, 2006, the Department received notification that the impermeable barrier has been installed. Inspection of and maintenance of this barrier are considered remedial actions that require inclusion in the restrictive covenant. Four subsurface soil samples were collected in the WWTA at the oil water separator tank, the wastewater sump and the equalization tank. Samples were analyzed for zinc, copper, chromium, and cyanide. Two of these samples were analyzed for VOCs while one sample was also analyzed for semi-volatile organic compounds (SVOCs). Chromium was detected at concentrations exceeding the Soil Screening Level (SSL) on the EPA Region IX Preliminary Remediation Goals table for a dilution attenuation factor of 20. Chromium has historically been recognized as a parameter of concern. Three subsurface soil samples were collected from beneath the floor in the Former Plating Area. Each sample was analyzed for zinc, copper, chromium and cyanide and one sample was analyzed for TAL/TCL. None of these parameters were detected at concentrations exceeding their respective SSLs. One subsurface soil sample was collected at the chemical storage area and analyzed for VOCs. No parameters were detected at concentrations exceeding their respective standards. One subsurface soil sample was collected in the AST area and analyzed for VOCs. Cis-1,2-dichloroethene was detected at 7.1 µg/kg. The SSL for this parameter is 400 µg/kg.

K. Dorris intends to lease the Property to Associated Packaging, Inc. which plans to use the existing facilities on the Property to manufacture and inventory cardboard boxes, packaging supplies, corrugated dunnage, and specialty shipping containers.

3. The terms and conditions of this Contract apply to and shall inure to the benefit of each signatory and its Non-Responsible Party lenders, parents, subsidiaries, successors

and assigns, and upon any successor agency of the State of South Carolina that may have responsibility for and jurisdiction over the subject matter of this Contract.

4. Dorris Properties, LLC is a South Carolina limited liability company, with its principal place of business located at 446 Pennsylvania Avenue, Greer, South Carolina 29652. Dorris is a Non-Responsible Party at the Site; is not a parent, successor, or subsidiary of a Responsible Party at the Site; and Dorris certifies that it is eligible to be Bona Fide Prospective Purchaser for the Property. Dorris has had no previous involvement with the Site, including but not limited to any such activities that may have resulted in any Existing Contamination at the Site.

5. Within thirty (30) days after acquiring the Property, Dorris shall submit to the Department a payment of five thousand dollars (\$5,000.00) for the Department's consideration for contribution protection. Additionally, as provided for by S.C. Code Ann. § 44-56-200 and S.C. Code Ann. § 44-56-750 (D) (2005), Dorris shall, on a quarterly basis, reimburse the Department for oversight costs of activities required under this Contract. Dorris will only be responsible for paying the oversight costs the Department incurs related to the Property that are associated with 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 and public participation. Payments will be due within thirty (30) days of receipt of the Department's invoice.

6. Two (2) years after the execution date of this Contract, Dorris shall provide the Department with the following information concerning the new operation at the Property: the number of jobs created; the amount of increase to the tax base; the amount of soil removed or remediated, if necessary; cost of all environmental work; total investment in the site; and any other information that demonstrates that the activities performed pursuant to this Contract have been beneficial to the State, the community, and the Department.

7. Subject to the provisions of Paragraph 15 of this Contract, 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, administrative or judicial, civil or criminal, past or future; in law or equity, that the Department may have against any person, firm, corporation, potentially responsible party, or other entity not a signatory of this Contract.

8. 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 other than Dorris to perform or pay for 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. Dorris acknowledges that it is acquiring Property where response actions for Existing Contamination may be required that may be performed by Responsible Parties or the Department.

9. Upon written notification to the Department, the rights and obligations of this Contract shall be assignable to a new purchaser, lessee, lender, parent, subsidiary, or successor, but only to the extent that the new purchaser, lessee, parent, subsidiary, or successor has never been a Responsible Party at the Site.

10. The Department, its authorized officers, employees, representatives, and all other persons performing response actions will not be denied access to the Property 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). Dorris shall ensure that a copy of this Contract is provided to any current lessee or sublessee on the Property as of the execution date of this Contract. Dorris shall also ensure that any subsequent leases, subleases, assignments or transfers of the Property occurring during Dorris's ownership of the Property are consistent with this Paragraph.

11. Dorris shall preserve all drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the

Site that may provide environmental information, evidence of a Potentially Responsible Party's involvement at the Site, or may lead to the discovery of other areas of contamination at the Site. Prior to destruction of any such items, Dorris shall notify the Department of their location and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense.

12. The Department and Dorris recognize that public participation is an important component of the Voluntary Cleanup Contract in order to further public acceptance of the project. The Department and Dorris will undertake necessary steps to foster opportunities for the public to be aware of the project. Specific functions of each signatory party to the Contract are as follows:

A. The Department will seek public comment in accordance with S.C. Code Ann. § 44-56-750 (2005) as outlined below:

- a. Upon signature of this Contract by Dorris, the Department will provide notice for public participation by placing announcements describing the proposed Contract in newspaper(s) of general circulation within the affected community. A thirty-day period following the publication date of the announcement(s) will be provided for public comment and will precede the Department's scheduled date for execution of the Contract.
- b. The Department may publicize the proposed Contract by any other means including, but not limited to, electronic mail, news releases, community flyers, and door-to-door canvassing. Such actions may be done solely at the Department's discretion.
- c. A public informational meeting will be held if requested by twelve residents of South Carolina or an organization representing twelve or more residents of South Carolina. At the Department's discretion, public informational meetings may be held in the nearby communities for any other reason prior to the Department executing the contract.

A public meeting may be requested at any time during the thirty-day comment period. In the event that a public meeting is deemed necessary, the Department will provide approximately two weeks advance notice of the meeting to the public and will extend the public comment period at least through the end of the day following the public meeting. The Department will not execute the contract during any public comment period. In addition, the Department may, at its discretion, conduct public meetings to inform the community about the site at any time after the contract is executed until the certificate of completion is issued.

B. Dorris agrees to enhance the public knowledge of the site response activities by:

- a. Erecting a sign(s) at each entrance onto the reference property from any public road, thoroughfare, navigable waterway, or other location routinely accessible by the public. The sign(s) shall be erected not later than one day after publication of any public announcement about the site placed by the Department in any newspaper of general circulation in the community.
- b. The sign will state "Voluntary Cleanup Project by Dorris Properties, LLC under Voluntary Cleanup Contract (06-5385(1)-NRP) with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under this Contract and contact information for a representative of Dorris and the Department's toll free number 866-576-3432. All required lettering on the sign must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the site without intruding onto the Property.
- c. Within 10 days after erecting the sign, Dorris shall furnish to the Department photographs of the sign along with a site location drawing

showing the sign location(s). Photograph(s) of the sign(s) shall be taken from no closer than the edge of the publicly-accessible road, waterway, etc. and should include an appropriately sized scale reference so that Department may determine the size of the sign and effectiveness of the lettering. Dorris agrees to revise the sign if the Department determines the sign is not legible.

d. Dorris must maintain the sign(s) in legible conditions and visible locations throughout the duration of the contract period until a certificate of completion is issued on the site.

e. In the event that any sign must be removed to accommodate building or grading activities, Dorris shall replace the sign within two days. If the sign cannot be restored to the original location, Dorris may relocate it to another location meeting the conditions specified above.

C. All costs incurred by the Department for public participation [e.g., public notice(s), building and equipment rental(s) for public meetings, etc.] will be paid by Dorris.

13. The Department and Dorris agree that the following are entitled to protection from contribution claims as provided by CERCLA § 113(f)(2), 42 U.S.C. §§ 9613(f)(2); S.C. Code Ann. § 44-56-200 and S.C. Code Ann. § 44-56-750 (2005): Dorris, its Non-Responsible Party lenders, lessees, parents, subsidiaries, successors, and assigns. A thirty (30) day comment period for contribution protection commences upon notice of this Contract to Responsible Parties at the Site as identified by the Department through a reasonable search effort.

14. The Department and Dorris agree that the following are entitled to protection from third-party claims for equitable relief or damages relating to Existing Contamination at, on or under the Property, as provided by S.C. Code Ann. § 44-56-750 (2005): Dorris, its Non-Responsible Party lenders, lessees, signatories, parents, subsidiaries and successors.



This limitation on liability does not apply to any contamination caused by Dorris or its lenders, lessees, signatories, parents, subsidiaries, or successors. Furthermore, this limitation of liability is effective on the date this contract is executed by the Department, but will be automatically withdrawn if this contract is lawfully terminated by either party.

15. Upon successful completion of the terms of this Contract, Dorris shall submit to the Department a written notice of completion. Once the Department acknowledges satisfactory completion of the Contract terms, the Department, under its authority to enforce CERCLA, 42 U.S.C. §§ 9601, et seq., pursuant to the HWMA, S.C. Code Ann. § 44-56-200, will give Dorris a Certificate of Completion that provides a covenant not to sue Dorris, its Non-Responsible Party lenders, lessees, parents, subsidiaries, successors, and assigns for Existing Contamination, except for releases and consequences that Dorris causes. In consideration of this liability protection from the Department, Dorris agrees 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.

16. Due to the fact that hazardous substances in excess of residential standards exist at the Property, land use restrictions shall be defined in the Certificate of Completion and the Department shall enter into a restrictive covenant with Dorris which shall appropriately restrict use of the Property based on environmental data. The restrictive covenant shall be substantially in the form and substance of Appendix C attached to this Contract. The restrictive covenant shall be signed by the Department and representatives of Dorris and witnessed, signed, and sealed by a notary public. Dorris shall file this restrictive covenant with the Register of Deeds in Greenville County. The signed covenant shall be incorporated into this contract as an Appendix. With the approval of the Department, the restrictive covenant may be modified in the future if: (a) additional remedial activities are carried out which meet appropriate clean up standards at that time; (b) a significant change

in law requiring remediation occurs; or (c) circumstances change such that the restrictive covenant would no longer be applicable.

17. Dorris specifically denies any responsibility for response costs or damages resulting from Existing Contamination and does not, by signing this Contract, waive any rights that it may have to assert any claims in law or equity against any other person, company, or entity with respect to the Site. However, Dorris is responsible and liable for any and all contamination it causes or contributes to the Site. Should environmental contamination neither previously-identified nor identified during the performance of response actions required under this Contract be discovered at the Site after the execution date of the Certificate of Completion, the burden is on Dorris to demonstrate to the Department's satisfaction that the contamination was not caused by Dorris.

18. Dorris 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 Dorris elect to terminate, it must submit to the Department all data generated pursuant to this Contract and certify to the Department's satisfaction that no environmental or physical hazards exist at the Site as a result of Dorris' actions. 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 Property that are inconsistent with the terms and conditions of this Contract; (b) failure to complete the terms of this Contract; or (c) additional contamination of the Site caused by Dorris.

19. If Dorris provides the Department with false or incomplete information, or if Dorris's business activities on the Property or use of the Property change such that they are inconsistent with the terms and conditions of this Contract, then the releases/contribution protection extended to Dorris, its Non-Responsible Party lenders, parents, subsidiaries, successors, and assigns, shall become null and void.

20. Dorris acknowledges that the Department will not grant or will revoke liability protection if Dorris acquires the Contract or a Certificate of Completion by fraud, misrepresentation, knowing failure to disclose material information, or failure to satisfactorily complete the terms of this Contract.

21. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (i) regular U.S. mail, (ii) certified or registered mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight delivery service company or (iv) by telephone facsimile addressed 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.


The Department: Ms. Kristen H. Long  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

Dorris: William C. Dorris  
Dorris Properties, LLC  
Post Office Box 1428  
Greer, South Carolina 29652

Any notice given hereunder shall be deemed delivered when, if sent by mail, the return receipt is signed or refusal to accept the notice is noted thereon or, if sent by recognized overnight courier when the notice is actually delivered or refused as reflected in the courier company's delivery records or if sent via facsimile upon receipt of confirmation by the sender that the facsimile has been received.

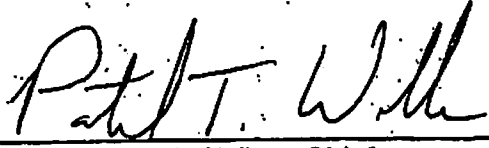
THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL  
CONTROL

BY:

  
Robert W. King, Jr., P.E.  
Deputy Commissioner  
Environmental Quality Control

DATE:

6/29/06  
Columbia, South Carolina

  
Patrick T. (Pat) Walker, Chief  
Bureau of Land and Waste Management

DATE:

6/28/06

  
Approved by Legal Office

DATE:

6/27/2006

DORRIS PROPERTIES, LLC

William C. Dorris  
Signature

DATE: 5/18/06

WILLIAM C. DORRIS PRESIDENT  
Printed Name and Title



assigns that the Property described in Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied, and used subject to Voluntary Cleanup Contract 06-5385(1)-NRP dated, June 29, 2006, to include the following restrictions, which shall touch and concern and run with the title to the Property.

1. Dorris hereby covenants for itself, its heirs, successors and assigns that the Property shall not be used for the following purposes: residential, agricultural, recreational, child day care facilities, schools, or elderly care facilities without prior approval from the Department or its successor agency.
2. Dorris covenants for itself, its heirs, successors and assigns that groundwater beneath the Property may not be used for drinking or irrigation purposes without prior approval from the Department or its successor agency.
3. Dorris covenants for itself, its heirs, successors and assigns that the integrity of the 40 foot by 60 foot asphalt pad placed over the Oil Impacted Area located in the northwestern portion of the Property shall be maintained and not disturbed as this pad is considered an engineered barrier to confirmed subsurface contamination. This barrier shall be maintained in good condition and may not be disturbed without prior approval from the Department or its successor agency.
4. Dorris covenants for itself, its heirs, successors and assigns that the Department or its successor agency, and all other parties performing response actions under the Department's oversight shall be provided reasonable access to inspect the Property, to oversee the activities conducted on the Property, or to take samples as may be necessary to enforce this Declaration.
5. The covenants and restrictions set forth herein shall run with the title to the Property and shall be binding upon Dorris, its heirs, successors and assigns. Dorris and its heirs, successors, and assigns shall include the following notice on all deeds, mortgages, plats, or any legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these covenants):

NOTICE: This Property Subject to Declaration of Covenants  
and Restrictions and any subsequent Amendments  
Recorded at \_\_\_\_\_

6. Dorris, its heirs, successors and assigns shall submit to the Department certification of the proper recording of this Declaration of Covenants and Restriction and a statement of maintenance of the

covenants and restrictions as set forth above annually on May 31<sup>st</sup> of every year.

7. This Declaration shall remain in place until such time as the Department has made a written determination that the covenants and restrictions set forth herein are no longer necessary. This Declaration shall not be amended without the written consent of the Department or its successor agency.
8. This Declaration only applies to the Property expressly identified in Exhibit A and does not impair the Department's authority with respect to the Property or other real property under the control of Dorris.



IN WITNESS WHEREOF, DORRIS PROPERTIES, LLC has caused this instrument to be executed as of the date first above written.

WITNESSES:

DORRIS PROPERTIES, LLC  
A SOUTH CAROLINA LIMITED  
LIABILITY COMPANY

[Signature]

By: William C. Dorris

Jennifer Mosley

WILLIAM C. DORRIS MEMBER  
(Name and Title)

STATE OF South Carolina  
COUNTY OF Greenville ) ACKNOWLEDGEMENT

I, Jennifer Mosley (Notary Public), do hereby certify that, William Dorris, an authorized representative of the Dorris Properties, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, on behalf of the LLC.

Witness my hand and official seal this 11<sup>th</sup> day of August, 2006

Jennifer Mosley  
Notary Public for South Carolina  
My Commission Expires: 5/18/15

IN WITNESS WHEREOF, the Department has caused this instrument to be executed as of the date first above written.

WITNESSES:

Phyllis W. Williams

Rannia K. Hiett

South Carolina Department of Health  
and Environmental Control

By: Robert W. King, Jr.

Robert W. King, Jr., P.E., Deputy  
Commissioner, Environmental Quality  
Control

South Carolina Department of Health  
and Environmental Control

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGEMENT

COUNTY OF RICHLAND )

I, Linda P. Gresham (Notary Public), do hereby certify  
that, Robert W. King, Jr., P.E., Deputy Commissioner Environmental Quality  
Control of the South Carolina Department of Health and Environmental Control,  
personally appeared before me this 22nd day and acknowledged the due execution of  
the foregoing instrument.

Witness my hand and official seal this 22nd day of August, 2010

Linda P. Gresham  
Notary Public for S.C.

My Commission Expires: May 18, 2011

### LEGAL DESCRIPTION

All that parcel or tract of land situate and being in the County of Greenville, State of South Carolina, on the southwestern side of Buncombe Road, shown and designated as 23.01 acres, and more specifically described by metes and bounds, on plat of survey entitled "Survey for RETLAW, Inc.," dated March 31, 2004, prepared by W.R. Williams, Jr., and recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Plat Book 50-T, at page 85, which plat, and the courses and distances shown thereon, are incorporated by reference herein.

Being a portion of that property conveyed to RETLAW, Inc. by deed of Deere & Company, recorded on November 27, 2002, in Deed Book 2018, at page 487, aforesaid records.

Survey for RETLAW, Inc. dated March 31, 2004

Copy is kept in the Department's files.

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD  
2006083323 Book:DE 2223 Page:1474-1480  
August 24, 2006 04:06:07 PM

*Timothy J. Conway*

## EXHIBIT H

### Lease Guaranty

#### Lease Guaranty Agreement

1. FOR VALUE RECEIVED, and in consideration for, and as an inducement of **KAPSTONE CONTAINER CORPORATION**, a Georgia corporation (the "Tenant"), to enter into that certain Lease Agreement dated \_\_\_\_\_, 20\_\_ (with all Exhibits thereto, the "Lease") with **ELK TRADING COMPANY, LLC**, a South Carolina Limited Liability Company (the "Landlord"), the undersigned, **WILLIAM SCOTT DORRIS** and **BRADLEY FRANKLIN DORRIS** ("Guarantor", whether one or more), hereby absolutely and unconditionally guarantees the full performance and observance of all the covenants, duties and obligations (including, without limitation, the obligation to perform the Landlord's Work (as defined in the Lease)) therein provided to be performed and observed by Landlord, Landlord's successors, and assigns, and Guarantor hereby makes themselves fully liable for such performance.
2. Guarantor expressly agrees that the validity of this Guaranty and its obligations hereunder shall not be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved under the Lease. Guarantor further covenants and agrees that this Guaranty and the full liability of Guarantor hereunder shall remain and continue in full force and effect notwithstanding the occurrence of any one or more of the following types of transactions: (i) any renewal, extension, modification or amendment of the Lease; (ii) any assignment or transfer by Landlord; (iii) any assignment or transfer or subletting by Tenant; (iv) death of any Guarantor; (v) any dissolution of Tenant or Landlord; or (vi) the fact that Tenant or Landlord may be a party to any merger, consolidation or reorganization; provided however, if Landlord is a disappearing party in any such merger, consolidation or reorganization, then Guarantor shall thereupon automatically become primarily liable for the performance of all the covenants, duties and obligations of Landlord under the Lease. Tenant shall not be obligated to give notice to Guarantor of the occurrence of any of the foregoing events.
3. Failure of Tenant to insist upon strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise of any right therein contained shall not be construed as a waiver or relinquishment for the future of any such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Waiver by Tenant of any right of Tenant against Landlord under the Lease shall not constitute a waiver as against Guarantor or in any other way inure to the benefit of Guarantor (unless Tenant agrees in writing that the liability of Guarantor under this Guaranty is thereby affected).
4. Guarantor further agrees that in any right of action which shall accrue to Tenant under the Lease, Tenant may, at its option, proceed against Landlord alone (without having made any prior demand upon Guarantor or having commenced any action against Guarantor of having obtained or having attempted to satisfy any judgment against Guarantor) or may proceed against Guarantor and Landlord, jointly or severally, or may proceed against Guarantor alone (without having made any prior demand upon Landlord or having commenced any action

against Landlord or having obtained or having attempted to satisfy any judgment against Landlord) or, in the case of there being more than one Guarantor, may proceed against one or more Guarantors (without having made any prior demand upon any other Guarantor or having commenced any action against any other Guarantor or having obtained or attempted to satisfy any judgment against any other Guarantor).

5. Guarantor further covenants and agrees that if the Lease terminates and Tenant has any rights it can enforce against Landlord after termination, Tenant may enforce those rights against Guarantor by providing notice to or demand upon Landlord.
6. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA AND THE UNITED STATES OF AMERICA. ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS GUARANTY SHALL BE HEARD BEFORE A COURT OF COMPETENT JURISDICTION WITHIN THE STATE OF SOUTH CAROLINA.
7. Guarantor specifically waives any notice of acceptance of this Guaranty by Tenant.
9. Guarantor acknowledges and represents to Tenant that Landlord executed the Lease and Guarantor executed this Guaranty prior to the time that Tenant executed the Lease. Guarantor acknowledges and agrees that the execution and delivery of this Guaranty by Guarantor to Tenant has served as a material inducement to Tenant to execute and deliver the Lease. Guarantor further acknowledges and agrees that but for the execution and delivery of this Guaranty by Guarantor, Tenant would not have executed and delivered the Lease.
10. Guarantor agrees that in the event that Landlord shall become insolvent or shall be adjudicated a bankrupt, or shall file petition for reorganization, rearrangement or other relief under any present or future provisions of the federal Bankruptcy Code, or if such a petition be filed by creditors of Landlord, or if Landlord shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law or if a receiver of all or part of its property and assets is appointed by any State or Federal court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of Guarantor under this Guaranty and the liability of Guarantor with respect to the Lease shall be of the same scope as if Guarantor had executed the Lease as the named tenant thereunder. No rejection or termination of the Lease in any of the proceedings referred to in this paragraph shall be effective to release or terminate the continuing liability of Guarantor to Tenant under this Guaranty with respect to the Lease for the remainder of the Lease Term stated therein unaffected by any such rejection or termination in said proceedings; and if, in connection with any of the circumstances referred to in this paragraph, Tenant should request that Guarantor execute a new Lease for the balance of the term of the Lease, but in all other aspects identical with the Lease, Guarantor shall do so as the named "Landlord" under such new Lease (irrespective of the fact that the existing Lease may have been "rejected" or "terminated" in connection with any proceedings referred to in this paragraph). In the event of failure or refusal of Guarantor to execute such new Lease as herein provided, without limiting any of the legal or equitable remedies of Tenant on account of such failure or refusal, Guarantor

agrees that Tenant shall have the right to obtain a decree of specific performance against Guarantor.

11. All rights of Guarantor against Landlord arising by way of subrogation on account of Guarantor's having performed some covenant, duty or obligation of Landlord under the Lease shall be subject and subordinate to all of the rights of Tenant against Landlord with respect to the Lease. Guarantor shall not exercise any such right of Guarantor against Landlord until all of the covenants, duties and obligations of Landlord under the Lease shall have been fully performed.
12. The stated rights of Tenant under this Guaranty shall be understood as not excluding any other legal or equitable rights of Tenant against Guarantor not expressly set forth herein, but shall be understood as being cumulative to all such other legal and equitable rights of Tenant not expressly stated herein.
13. Whenever this Guaranty is executed by more than one party as Guarantor, all references herein to Guarantor shall refer to each and all of the undersigned parties signing this Guaranty as Guarantor, and the liability of said parties for the performance of the covenants, duties and obligations of Guarantor hereunder shall be joint and several.
14. Should any portion of this Guaranty ever be held legally invalid or unenforceable, the balance of this Guaranty shall not thereby be affected, but shall remain in full force and effect in accordance with its terms and provisions.
15. All terms and provisions hereof shall inure to the benefit of the assigns and successors of Landlord and shall be binding upon the heirs, executors, administrators, successors and assigns of Guarantor.
16. In any action between the parties seeking enforcement or interpretation of this Guaranty or the Lease, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable cost and expenses, and a reasonable attorney's fee as may be fixed by the court having jurisdiction over the matter.
17. This Guaranty was reviewed by Guarantor and Guarantor acknowledges and agrees that Guarantor (a) understands fully all of the terms of this Guaranty and the consequences and implications of Guarantor's acceptance of this Guaranty, and (b) has been afforded an opportunity to have this Guaranty renewed by and to discuss the terms, consequences and implications with, an attorney or such other persons as Guarantor may have desired.

[SIGNATURES ON NEXT PAGE]

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original, on this the 16 day of February 2018.

Signed in the presence of:

**WILLIAM SCOTT DORRIS**

Chad h  
Witness

By: William Scott Dorris  
William Scott Dorris

**BRADLEY FRANKLIN DORRIS**

Sammy Bradley  
Witness

By: Bradley Franklin Dorris  
Bradley Franklin Dorris



**EXHIBIT I**

**Rent Schedule**

**[To be incorporated at a later date]**