

**ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT, DIVISION OF
ENVIRONMENTAL QUALITY**

IN THE MATTER OF:

PARTICIPANT:
A.E.H., LLC

LIS No.: 26-007

REGARDING:
Former Site of Welsco, Inc.
175 Welsco Road
Smackover, Arkansas 71762

AFIN: 70-00412

ELECTIVE SITE CLEANUP AGREEMENT

This Elective Site Cleanup Agreement (ESCA) shall establish the investigation and remedial requirements for A.E.H., LLC (Participant) associated with the elective site cleanup of the property located at 175 Welsco Road, Smackover, AR 71762. This ESCA is entered into by Participant and the Arkansas Department of Energy and Environment, Division of Environmental Quality (DEQ) voluntarily and pursuant to the authority of the Arkansas Hazardous Waste Management Act of 1979, Ark. Code Ann. § 8-7-201 et seq., the Remedial Action Trust Fund Act, Ark. Code Ann. § 8-7-501 et seq., and 8 Code of Arkansas Rules (CAR) pt. 81¹. Participant and DEQ hereby agree and stipulate that the following FINDINGS OF FACT be entered.

FINDINGS OF FACT

1. The address for this ESCA property is 175 Welsco Road, Smackover, in Union County, Arkansas (Site).

¹ Arkansas Pollution Control and Ecology Commission's (PC&EC) Rule 23 has not been individually set out but is a part of the Code of Arkansas Rules (CAR).

2. A land survey indicates the Site is comprised of two tracts, both of which are being submitted for consideration for the ESCA Program. Tract 1 has an area of 2.286 acres, and Tract 2 has an area of 3.421 acres. The Site overall has an area of 5.707 acres.
3. The City of Smackover, Arkansas owns the Site. In April 1964, the City leased the property to the Smackover Industrial Development Corporation (SIDC).
4. SIDC entered into a sublease agreement on June 5, 1964, with Southern Cryogenics, Inc. as the sublessee. This sublease agreement became effective on September 1, 1964. Southern Cryogenics operated an industrial gas manufacturing facility that produced acetylene gas on the Site until 1981.
5. On February 3, 1981, an Assignment and Consent of Lessor was entered into by SIDC and Welsco, Inc. Welsco bought all the assets of Cryogenics Products, Inc. (CPI), Southern Cryogenics, Inc. (SCI), Southern Nitrogen, Inc. (SNI), and Apex Oxygen Co., Inc. (Apex) and agreed to assume all lease and sublease obligations of CPE, SCI, SNI, and Apex.
6. Welsco also operated an air separation plant, which was previously owned by Southern Cryogenics. The air separation plant infrastructure was demolished and removed in 2022.
7. A Limited Phase II Environmental Assessment in March 2024, indicated an estimated 5,000 cubic yards of lime material had been stockpiled on the Site.
8. In June 2024, nexAir, LLC acquired Welsco, Inc., making Welsco a wholly owned subsidiary of nexAir. Welsco continues to operate as a separate legal entity from nexAir, and Participant maintains responsibility for remediation at the Site pursuant to the stock purchase agreement.
9. In November 2024, Oil Field Energy Services (OES) was hired by Participant to excavate and remove the lime material occupying approximately 1.22 acres of the total area encompassing

approximately 5.7 acres. The lime material was excavated down to the surface of the native soil, and an additional six (6) to twelve (12) inches of native soil was removed.

10. In December 2024, following the removal of the lime material, OES graded the area with clean fill material, sourced from a local, virgin material dirt pit to promote drainage, and seeded the area to promote vegetative growth.

11. On March 21, 2025, Pollution Management Incorporated (PMI), on behalf of Participant, submitted a Beneficial Reuse Plan to DEQ for review.

12. On September 9, 2025, PMI, on behalf of Participant, submitted an Interim Remediation Report including disposal receipts from Union County Landfill, documenting that the lime at the Site had been removed and disposed of at a permitted solid waste disposal facility.

13. The Participant requests enrollment in the Elective Site Cleanup Agreement (ESCA) Program to determine whether further cleanup of the Site is necessary.

AGREEMENT

1. Within thirty (30) calendar days of the effective date of this ESCA, Participant shall submit a Sampling and Analysis Plan (SAP) to DEQ designed to determine the horizontal and vertical extent, rate of migration, type, and concentration of any hazardous substance or pollutant present in the environment at the Site.

2. Participant shall implement the SAP, upon receipt of written approval from DEQ, and shall submit a report of findings to DEQ according to the dates established in the approved SAP.

3. If applicable, within thirty (30) calendar days of receiving written notification from DEQ that the SAP fails to accomplish an adequate determination of the extent, type, or concentration of released hazardous substances or pollutants in the areas investigated, Participant agrees to amend the SAP to provide for additional sampling and analysis to accomplish the requirements of

paragraph 1 of this section. Participant shall implement said SAP amendment, upon DEQ approval, and report the findings thereof in accordance with an amended implementation schedule.

4. If it is determined that contamination of the environment has occurred, within thirty (30) calendar days of notification by DEQ, Participant shall submit a Remedial Action Plan (RAP) to control or remediate such contamination to the extent necessary to protect human health and the environment using a risk-based approach. The RAP shall include an implementation schedule and shall be implemented upon written approval by DEQ.
5. Within thirty (30) calendar days following completion of remediation activities, Participant shall submit a Completion Report documenting the results of the implementation of the RAP.
6. If DEQ determines the RAP implementation fails to accomplish remediation sufficient to protect human health or the environment, Participant shall, upon receiving written notification of this failure from DEQ, conduct any additional remedial activities DEQ determines necessary to protect human health and the environment from hazardous substances or pollutants at or from the Site.
7. If applicable, within thirty (30) calendar days of written notification by DEQ that a deed restriction is required, Participant shall inform the Site property owner, City of Smackover, to submit a deed restriction to DEQ for review that provides notice to successors in title that use of the Site will be restricted to activities and uses that will protect the integrity of any remedial action measures implemented on the Site.
8. If applicable, within forty-five (45) calendar days of written approval by DEQ of the draft deed restriction, the City of Smackover shall file and submit a file-marked copy of the deed restriction to DEQ.

9. Upon approval of the Completion Report (paragraph 5), and receipt of deed restrictions if required (paragraph 8), DEQ will issue a No Further Action (NFA) determination to Participant and the City of Smackover. An NFA determination indicates that DEQ has no further requirements related to the specific scope of investigation of the identified area(s) of concern as documented in the SAP and RAP. An NFA determination will be conditioned on a specific site-use (residential, industrial, or commercial) and might include land use controls that include but are not limited to 1) maintenance of existing pavement or ground cover; 2) use of air monitoring instruments during excavation; and 3) a deed restriction preventing use of groundwater beneath the Site for any use.

10. Throughout the ESCA process, Participant shall take all steps necessary to prevent aggravating or contributing to the contamination of the air, land, or water, including downward migration of contamination from any existing contamination on the Site. The term "existing contamination" shall include any contamination set forth in the SAP and RAP submitted by Participant and approved by DEQ. The Site shall not be used or redeveloped in a manner that differs from the terms or procedures established under this Agreement.

11. Nothing contained in this Agreement shall be construed as a waiver of DEQ's enforcement authority over alleged violations not specifically addressed herein. Nothing contained herein shall relieve Participant, current property Site owners, lessees, sublessors, sublessees, subsequent owners, or third parties of any other obligations imposed by any local, state, or federal laws. This Agreement shall not be deemed in any way to relieve Participant, current property Site owners, lessees, sublessors, sublessees, subsequent owners, or third parties of their responsibilities for obtaining or complying with any necessary permits or licenses. Nothing in this Agreement shall be construed as a waiver of liability for future contamination of the Site by Participant, current property Site owners, lessees, sublessors, sublessees, subsequent owners, or third parties.

12. Participant shall submit to DEQ one (1) electronic or one (1) hard copy of all reports, documents, plans, or specifications required under the terms of this ESCA. Participant shall send copies of all said documents to the City of Smackover, the Smackover Industrial Development Corporation, and Welsco.

13. All documents required by this ESCA to be submitted to DEQ shall be emailed to Enforcement, Office of Land Resources, at OLRenforcement@arkansas.gov, submitted by Certified Mail, or hand-delivered to DEQ, Office of Land Resources, Enforcement Branch, 5301 Northshore Drive, North Little Rock, Arkansas 72118-5317.

14. All submittals shall be subject to applicable review fees pursuant to the PC&EC Rule No. 23 § 6(t).

15. All requirements of this ESCA are subject to approval by DEQ. In the event of any deficiencies, Participant shall submit any additional information or changes requested, or take additional actions specified by DEQ to correct any such deficiencies within the timeframe specified by DEQ. Failure to adequately respond in writing within the timeframe specified by DEQ constitutes a failure to meet the deadline and subjects Participant to possible removal from the ESCA Program.

16. If any event occurs that causes or may cause a delay in Participant achieving the requirements of this ESCA, Participant shall notify DEQ in writing as soon as it is apparent that a delay may result. Such request shall be made prior to the deadline. The written notice shall describe in detail the anticipated length of delay, the precise cause of delay, the measures taken to address and minimize the delay, and the timetable by which the delayed requirements of the ESCA will be met.

17. Subsequent owners shall receive a copy of this ESCA from the Site owner and shall not develop or use the Site in a manner that is inconsistent with the terms or procedures contained herein unless agreed to by all Parties to this ESCA, including DEQ. In the event the intended use of the Site is to be altered from the use described in the SAP and RAP, DEQ will evaluate the protectiveness of the remedial action to determine if the proposed use would be protective of human health and the environment. Absent such a determination by DEQ, any liability assurances contained in this ESCA, and amendments thereto or NFA determinations issued hereunder, shall be null and void.

18. This Agreement shall be effective upon the date of execution. Unless otherwise specified in this Agreement, all times for performance of activities under this Agreement shall be calculated from this effective date. This Agreement is subject to public review and comment. DEQ retains the right and discretion to rescind this Agreement based on comments received within the thirty-day public comment period or based on any other considerations that may subsequently come to light. Additionally, this Agreement is subject to being reopened upon PC&EC initiative or in the event a petition to set aside this Agreement is granted by the PC&EC.

19. Participation in the Arkansas Elective Site Cleanup Program can be withdrawn by Participant at any time upon written notification to DEQ. In turn, if Participant fails to complete the terms and conditions set forth in this ESCA, DEQ reserves the right to deem Participant in violation of this ESCA, and Participant will be notified in writing that its enrollment in the Elective Site Cleanup Program is no longer valid.

20. Unless terminated earlier in writing by DEQ or Participant, this ESCA shall be reviewed by DEQ on its third anniversary. At that time, if site remedial activities have not been completed, an extension may be granted if DEQ determines it is in the best interest of Participant and DEQ

to do so. Remediation progress as well as additional time needed to complete site remedial activities will be determining factors as to whether an ESCA extension is granted. If an ESCA extension is not granted, Participant will be afforded the opportunity of entering into a no penalty Consent Administrative Order with DEQ, and site remediation activities will continue towards an NFA determination.

21. By virtue of the signature appearing below, the individual represents that he or she is a Managing Member of Participant, being duly authorized to execute and bind Participant to the terms contained herein. Execution of this ESCA by an individual other than a Managing Member of Participant shall be accompanied by a resolution granting signature authority to said individual as duly ratified by the governing body of the entity.

22. The additional individuals, besides Participant, signing below represent that they are duly authorized as the signatory authority of their organizations and are notified of the specific terms of this ESCA and Participant's binding terms contained herein.

SO ORDERED THIS 30 DAY OF April, 2026.


BAILEY TAYLOR
Chief Administrator of Environment and DEQ Director
ARKANSAS DEPARTMENT OF ENERGY & ENVIRONMENT

APPROVED AS TO FORM AND CONTENT:

A.E.H., LLC

Attn: W. Wilson Jones

120 East Fourth Street

Little Rock, Arkansas 72201

BY:

Signature

Print Name

Title

Date


Angela Harrison
Member
7/28/26

City of Smackover

Attn: Mayor Donald Brock

807 Broadway Street

Smackover, Arkansas 71762

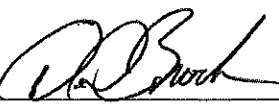
BY:

Signature

Print Name

Title

Date


Donal Brock
Mayor
4/27/2024

Smackover Industrial Development Corporation

Attn: Bob Willett, President

P.O. Box 107

Smackover, Arkansas 71762

BY:

Signature

Print Name

Title

Date


Bob Willett
President
4-27-26

Welsco, Inc.
Attn : Bill Proctor
10 Riverview Dr.
Danbury, CT 06810

BY:

Signature



Print Name

BILL PROCTOR

Title

Chief Executive Officer

Date

April 22, 2026