

Industri-plex  
10.8

**APPENDIX V**

INDUSTRI-PLEX SITE ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and among Stauffer Chemical Company; Stauffer Management Company; ICI American Holdings, Inc. (collectively "ICI"); Monsanto Company; Atlantic Avenue Associates, Inc.; Boston Edison Company; The Boyd Corporation; Stephen Dagata and Adeline Dagata; Mary E. Fitzgerald and John J. Mulkerin as trustees of the Nodraer Realty Trust; Hiro K. Ganglani and Sunder K. Ganglani; Michael A. Howland, individually and as trustee of the Atlantic Avenue Trust; Lipton Industries, Inc.; Ronald F. Liss; Massachusetts Bay Transportation Authority; Richard G. Mizzone, Metrophane Zayka, Jr., Nicholas Zayka and Peter Zayka, as trustees of the Aero Realty Trust; Paul X. O'Neill and Phyllis O'Neill, as trustees of the PX Realty Trust; Pebco Company; Positive Start Realty, Inc.; Augustine P. Sheehy; Peter J. Volpe; The Welles Company; Winter Hill Storehouse, Inc.; City of Woburn; Woodcraft Supply Corporation (collectively the "Makers") and Mercantile Bank, N.A., a national banking association in St. Louis, Missouri ("Escrow Agent").

WHEREAS, the Makers have executed a consent decree (hereinafter the "Consent Decree") with the United States of America ("United States") and the Commonwealth of Massachusetts ("Commonwealth") for the implementation of remedial design,

construction and action, conducting operation and maintenance as described in Appendix I to the Consent Decree, and related purposes, with respect to hazardous substances allegedly located at the facility known as the Industri-Plex Site located in Woburn, Massachusetts; and

WHEREAS the Parties to the Consent Decree have agreed that the Settler Mark-Phillip Trust shall apply all of its property and assets, real and personal, to (1) reimburse the Makers for their costs incurred in carrying out the terms of the Consent Decree; (2) reimburse the United States for certain past costs not reimbursed by the Makers, (3) to reimburse the United States and the Commonwealth for future groundwater remediation at the Industri-Plex Site and other specified purposes with regard to which Makers deny liability and have not agreed herein to undertake; and (4) otherwise comply with all other relevant aspects of the Consent Decree, including a trust agreement which is Appendix III to the Consent Decree and which is titled the Industri-Plex Site Remedial Trust Agreement ("Remedial Trust Agreement"), another trust agreement which is Appendix IV to the Consent Decree and which is titled the Industri-Plex Site Interim Custodial Trust Agreement ("Interim Custodial Trust Agreement"), and this Escrow Agreement;

WHEREAS the Mark-Phillip Trust has assigned, paid and deeded, or will assign, pay and deed, its property to the Interim Custodial Trust established by the Interim Custodial Trust Agreement for the purposes set forth above;

WHEREAS the Parties to the Consent Decree have agreed that the Mark-Phillip Trust's property will be sold by the Trustee of the Interim Custodial Trust ("Interim Custodial Trustee");

WHEREAS the net proceeds of the sales of the Mark-Phillip Trust's property will be paid, divided and distributed as provided in this Escrow Agreement;

WHEREAS, each Maker has entered into the Consent Decree, the Remedial Trust Agreement, the Interim Custodial Trust and this Escrow Agreement in reliance on the funding and other commitments made herein by each and every other Maker;

WHEREAS, the Makers desire that an Escrow Account be established to receive, hold, manage and disburse any proceeds received from the sale of Mark-Phillip Trust property by the Interim Custodial Trustee;

NOW THEREFORE, in consideration of the premises herein, the parties hereto agree as follows;

**I. TERMS AND CONDITIONS**

**A. Purpose of Escrow Account**

The purpose of this Escrow Account is to receive proceeds from the sale or other realization of Mark-Phillip Trust Property by the Interim Custodial Trustee, to hold and invest such proceeds pending distribution, and to distribute such proceeds together with interest thereon in accordance with Exhibit A hereof.

B. Distribution of Funds From Escrow Account

1. Upon receipt of any proceeds from the sale or other realization of Mark-Phillip Trust Property, the Escrow Agent shall promptly distribute, under the terms set forth in Exhibit A hereof, (a) the portions of such proceeds together with interest thereon that are to be distributed to ICI, Monsanto, any Makers other than Monsanto or ICI (the "Additional Makers"), and (b) the portions of such proceeds that the United States (by the Department of Justice) notifies the Escrow Agent in writing are required to reimburse response costs under Section IX(E)(1) or (3) of the Consent Decree. Those portions of proceeds and interest that are to be made available to the United States and the Commonwealth pursuant to Section IX(E) of the Consent Decree and the Schedule set forth in Exhibit A hereof, except for those amounts which the United States (by the Department of Justice) notifies the Escrow Agent in writing are required to reimburse response costs under Section IX(E)(1) or (3) of the Consent Decree, shall be held in the Escrow until such times and for such purposes as such funds are required to be distributed to the United States and the Commonwealth under Section IX(E) or (G) of the Consent Decree.

2. Upon receipt of a statement from the United States Environmental Protection Agency or the Commonwealth, together with an appropriate accounting, of costs incurred by the United States or the Commonwealth for any of the purposes enumerated in Section IX(G) of the Consent Decree, the Escrow Agent shall as

promptly as practicable pay the full amount of such costs to the government that incurred them; provided that the Escrow Agent shall pay such costs only to the extent funds are held in the Escrow, or are subsequently paid into the Escrow, for use by the United States and/or the Commonwealth under Section IX(G) of the Consent Decree; and provided further that the Escrow Agent shall not be required to resolve competing demands for payment by the United States and the Commonwealth that exceed the funds available in the Escrow for such purposes. If such competing demands are presented to the Escrow Agent, the Escrow Agent shall pay such portion of each demand as the United States and the Commonwealth agree or as a court of competent jurisdiction determines.

C. Termination of the Escrow

Upon notice to the Escrow Agent by EPA and the Commonwealth in accordance with Section IX(G) of the Consent Decree that the Escrow may be terminated, any sums remaining in the Escrow shall be paid to the Makers and to the United States and the Commonwealth in accordance with Exhibit A, Section IV hereto. The Escrow will terminate following distribution of all sums in the Escrow.

**II. PROVISIONS AS TO ESCROW AGENT**

A. Limitation to Escrow Agent's Capacity

1. This Escrow Agreement expressly and exclusively sets forth the duties of Escrow Agent with respect to any and all

matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent.

2. Escrow Agent shall not be charged with notice or knowledge of any fact or information not set out in this Escrow Agreement or the Consent Decree.

B. Authority to Act

1. Escrow Agent is hereby authorized and directed by the undersigned and the Escrow Agent agrees to deliver the subject matter of this Escrow Agreement in accordance with the provisions of this Agreement, including Exhibit A, and of Sections IX(E) and IX(G) of the Consent Decree.

2. Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which Escrow Agent in good faith believes to be genuine and what it purports to be, including, but not limited to, items directing investment or non-investment of funds, items requesting or authorizing release, disbursement or retainage of the subject matter of this Escrow Agreement and items amending the terms of this Escrow Agreement.

3. In the event of any disagreement between any of the parties to this Escrow Agreement, or between any of them and any other person, resulting in adverse claims or demands being made in connection with the matters covered by this Escrow Agreement, or in the event that Escrow Agent, in good faith, shall be in

doubt as to what action it should take hereunder, Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, Escrow Agent shall not be or become liable in any way or to any person for its failure or refusal to act, and Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all interested parties shall have been fully and finally adjudicated by a court of competent jurisdiction or (ii) all differences shall have been adjudged and all doubt resolved by agreement among all of the interested persons, and Escrow Agent shall have been notified thereof in writing signed by all such persons. The rights of Escrow Agent under this subparagraph are cumulative of all other rights which it may have by law or otherwise.

4. Without in any way limiting any other provision of this Escrow Agreement, it is expressly understood and agreed that Escrow Agent shall be under no duty or obligation other than to comply with the terms of this Escrow Agreement. Escrow Agent shall not be liable except for its own gross negligence or willful misconduct.

5. Escrow Agent shall be indemnified and held harmless from any claims, demands or losses, or any damages made or suffered by any party to this Escrow Agreement, excepting such as may arise out of or relate to the willful misconduct or gross negligence of Escrow Agent or its agents or employees. Such

indemnification shall be shared by the Makers in proportion to their respective contributions to the Remedial Trust Fund. The Escrow Agent shall indemnify and hold the Makers and their agents and employees harmless from any claims, demands or losses, or any damages made or suffered by any party to this Escrow Agreement arising out of or relating to the gross negligence or willful misconduct of Escrow Agent or its agents or employees.

6. In the event that any controversy should arise among the parties with respect to this Escrow Agreement, or should the Escrow Agent resign and the Makers fail to select another Escrow Agent to act in its stead, the Escrow Agent shall have the right to institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties.

C. Compensation

Escrow Agent shall be entitled to reasonable compensation for its services hereunder in accordance with Exhibit B hereto.

D. Miscellaneous

1. Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected funds. Escrow Agent shall not be liable for collection items until the proceeds of the same have been received or the Federal Reserve has given Escrow Agent credit for the funds.

2. Pending use of the Escrow Account for the purposes set forth in this Agreement, Escrow Agent shall invest and

reinvest the Escrow Account in United States direct obligations, obligations guaranteed by agencies of the United States government, common trust funds or mutual funds that invest in United States direct or guaranteed obligations, bank certificates of deposit to the extent such are insured by the federal government, common trust funds or money market funds that invest in short-term municipal bonds, and short-term money market funds administered by the Escrow Agent. In all cases, however, the total investments must be sufficiently liquid to enable the Escrow Agent to fulfill the purposes of the Escrow and to satisfy obligations as they become due. Nothing in this Section shall be construed as authorizing the Escrow Agent to carry on any business or to divide the gains therefrom. The sole purpose of this Section is to authorize the investment of the Trust Estate or any part thereof as may be reasonably prudent pending use of the Escrow Account for the purposes of the Escrow.

3. Escrow Agent may resign at any time by giving 60 days written notice to the Makers, and such resignation shall take effect upon the day specified in such notice unless a successor Escrow Agent shall have been sooner appointed, in which event such resignation shall take effect immediately upon the appointment of a successor Escrow Agent. The resigning Escrow Agent shall continue to hold the Escrow until a successor Escrow Agent is appointed. Upon appointment of a successor, the resigning Escrow Agent shall transfer the Escrow to the successor Escrow Agent.

4. Any corporation or association into which the Escrow Agent or any successor to it may be merged or converted, or with which it or any successor to it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent or any successor to it shall be a party, shall be a successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto.

5. All representations, covenants, and indemnifications contained in this Section II shall survive the termination of this Escrow Agreement.

### III. GENERAL PROVISIONS

A. Where directions or instructions from more than one of the Makers are required, such directions or instructions may be given by separate instruments of similar tenor. Any of the undersigned may act hereunder through any agent or attorney-in-fact, provided satisfactory written evidence of authority is furnished to any party relying on such authority.

B. Any payment, notice, request for consent, report, or any other communication required or permitted in this Escrow Agreement shall be in writing and shall be deemed to have been given when personally delivered to the party hereunder specified or when placed in the United States Postal Service, registered or certified, with return receipt requested, postage prepaid and addressed as follows:

If to Escrow Agent:

(If In Person)

or

(If By Mail)

Mercantile Bank, N.A.,  
Trust Custody Department  
One Mercantile Center  
16th Floor  
St. Louis, MO 63101

Mercantile Bank, N.A.,  
Trust Custody Department  
P.O. Box 135  
St. Louis, MO 63166

If to the United States:

Chief, Environmental Enforcement Section  
Land and Natural Resources Division  
United States Department of Justice  
10th and Pennsylvania Avenue, N.W.  
Washington, D.C. 20530  
Re: DOJ #90-11-2-228

and

Director, Waste Management Division  
United States Environmental  
Protection Agency, Region I  
JFK Federal Building  
Boston, Massachusetts 02203  
Re: Industri-Plex Site

If to the Commonwealth:

Chief, Environmental Protection Division  
Department of the Attorney General  
One Ashburton Place  
Room 1902  
Boston, Massachusetts 02108-1698

If to any Maker:

The Address shown on such Maker's  
Authorization and Consent Form  
for this Escrow Agreement.

Any party may unilaterally designate a different address for notice to it by giving notice of each such change in the manner specified above to each other party.

C. This Escrow Agreement is being made in and is intended to be construed according to the laws of the State of Missouri. It shall inure to and be binding upon the parties hereto and their respective successors, receivers, personal representatives, trustees and assigns. This Escrow Agreement shall be enforceable against the Escrow Agent in any court of competent jurisdiction in the State of Missouri. This Escrow Agreement shall be enforceable against any Maker in the United States District Court for the District of Massachusetts or any other court of competent jurisdiction in the Commonwealth of Massachusetts or State of Missouri.

D. The United States and the Commonwealth, in addition to the makers hereof, are beneficiaries of the Escrow Agreement and, pursuant to Section VI and X of the Consent Decree, are entitled to enforce this Escrow Agreement against the Makers and the Escrow Agent.

E. Words used herein in the singular form may include the plural and words used in the plural form may include the singular.

F. The terms of this Escrow Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by all the parties hereto.

G. If one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect under applicable law, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and

Site: \_\_\_\_\_  
Break: \_\_\_\_\_  
Other: \_\_\_\_\_

this Escrow Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

H. Nothing in this Escrow Agreement, express or implied, is intended to confer upon any other person rights or remedies under or by reason of this Escrow Agreement.

Mercantile Bank, N.A., Escrow Agent, hereby accepts its duties as Escrow Agent hereunder, subject to the terms and conditions herein set out.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal by persons authorized to sign on their behalf by signing an authorization form attached hereto as of the day and year first written above.

MERCANTILE BANK, N.A.,  
as Escrow Agent

By: *Linda P. Jones*  
Authorized Officer

Name: Linda P. Jones

Title: Pension Trust Officer

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

Stauffer Chemical Company, under seal, hereby consents and agrees to the terms and conditions of the Industri-plex Site Escrow Agreement, intending to be legally bound thereby.

I certify that I am the duly authorized representative of Stauffer Chemical Company.

Signed: Gary L. Ford

Name: Gary L. Ford

Title: Assistant Director of Law

Date: 5/1/89

Address for Notices:

One Corporate Drive, Box 881  
Shelton, Ct. 06484

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

Stauffer Management Company, under seal, hereby consents and agrees to the terms and conditions of the Industri-Plex Site Escrow Agreement, intending to be legally bound thereby.

I certify that I am the duly authorized representative of Stauffer Management Company.

Signed: 

Name: A. C. Perrino

Title: Vice President

Date: May 1, 1989

Address for Notices:

Concord Pike & New Murphy Road

Wilmington, DE 19897

\_\_\_\_\_  
\_\_\_\_\_

ACCEPTANCE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

ICI American Holdings Inc., under seal, hereby consents and agrees to the terms and conditions of the Industri-Plex Site Escrow Agreement, intending to be legally bound thereby.

I certify that I am the duly authorized representative of ICI American Holdings Inc.

Signed: J. K. Riegel

Name: J. K. Riegel

Title: Vice President

Date: 5-1-89

Address for Notices:

Concord Pike & New Murphy Road

Wilmington, DE 19897

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

Monsanto Company, under seal, hereby  
consents and agrees to the terms and conditions of the Industri-  
Plex Site Escrow Agreement, intending to be legally bound  
thereby.

I certify that I am the duly authorized representative  
of Monsanto Company.

Signed: 

Name: W. W. Varnado

Title: Director, Remedial Projects

Date: April 26, 1989

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM**

Aero Realty Trust \_\_\_\_\_, under seal, hereby consents and agrees to the terms and conditions of the Industri-Plex Site Escrow Agreement, intending to be legally bound thereby.

I certify that I am the duly authorized representative of Aero Realty Trust \_\_\_\_\_.

Metrophane Zayka  
Metrophane Zayka, JR., as trustee and not individually

Nicholas Zayka  
Nicholas Zayka, as trustee and not individually

Peter Zayka  
Peter Zayka, as trustee and not individually

Signed: Richard G. Mizzoni

Name: Richard G. Mizzoni

Title: PRES.

Date: April 28, 1989

Address for Notices:

223 New Boston Street

Woburn, MA 01801

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

Boston Edison Company, under seal, hereby  
consents and agrees to the terms and conditions of the Industri-  
Plex Site Escrow Agreement, intending to be legally bound  
thereby.

I certify that I am the duly authorized representative  
of Boston Edison Company.

Signed: 

Name: C. Bruce Damrell

Title: Vice President

Date: May 4, 1989

Address for Notices:

General Counsel  
Boston Edison Company

800 Boylston Street

Boston, MA 02199

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

THE BOYD CORPORATION, under seal, hereby  
consents and agrees to the terms and conditions of the Industri-  
Plex Site Escrow Agreement, intending to be legally bound  
thereby.

I certify that I am the duly authorized representative  
of THE BOYD CORPORATION.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

112 COMMERCE WAY  
WOBUEN, MA 01801  
\_\_\_\_\_  
\_\_\_\_\_

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

Stephen & Adeline Dagata, under seal, hereby consents and agrees to the terms and conditions of the Industri-Plex Site Escrow Agreement, intending to be legally bound thereby.

I certify that I am the duly authorized representative of Stephen & Adeline Dagata.

Signed: *Stephen Dagata*

Name: Stephen Dagata

Title: Co-owner

Date: May 3, 1989

Address for Notices:

59 Montvale Road

Woburn, Mass. 01801

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

SUNDER K. Ganglani & Hiro K. Ganglani, under seal, hereby consents and agrees to the terms and conditions of the Industri-Plex Site Escrow Agreement, intending to be legally bound thereby.

I certify that I am the duly authorized representative of \_\_\_\_\_.

Signed: [Signature]

Name: SUNDER K. Ganglani

Title: CO OWNER.

Date: MAY 14 1989.

Address for Notices:

130 COMMERCE WAY  
LUDLOW MASS 01801

ACCEPTANCE:

Hiro K. Ganglani  
HK. Ganglani

By: \_\_\_\_\_

Title: Co Owner.

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

Michael A. Howland, hereby consents and agrees to the terms and conditions of the Industri-Plex Site Escrow Agreement, intending to be legally bound thereby.

Signed: 

Name: Michael A. Howland

Date: May 4, 1989

Address for Notices:

155 West Street  
Wilmington, Massachusetts 01887

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

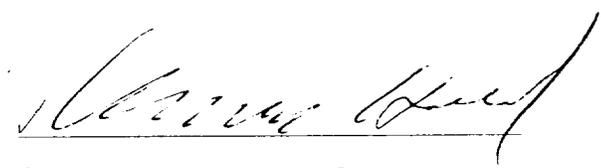
By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

Michael A. Howland, Trustee of Atlantic Avenue Trust, under seal, hereby consents and agrees to the terms and conditions of the Industri-Plex Site Escrow Agreement, intending to be legally bound thereby.

I certify that I am the duly authorized representative of the Atlantic Avenue Trust.

Signed: 

Name: Michael A. Howland

Title: Trustee, Atlantic Avenue  
Trust

Date: May 4, 1989

Address for Notices:

155 West Street  
Wilmington, Massachusetts 01887

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

Lipton Industries, Inc., under seal, hereby  
consents and agrees to the terms and conditions of the Industri-  
Plex Site Escrow Agreement, intending to be legally bound  
thereby.

I certify that I am the duly authorized representative  
of Lipton Industries, Inc.

Signed: 

Name: D. W. St. Clair

Title: Vice President

Date: May 4, 1989

Address for Notices:

Lipton Industries, Inc.

800 Sylvan Avenue

Englewood Cliffs, NJ 07632

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

Ronald F. Liss, under seal, hereby  
consents and agrees to the terms and conditions of the Industri-  
Plex Site Escrow Agreement, intending to be legally bound  
thereby.

I certify that I am the duly authorized representative  
of Donor.

Signed: Ronald F. Liss

Name: Ronald F. Liss

Title: Donor

Date: May 3, 1989

Address for Notices:

255 Andover Street

P.O. Box 695

Wilmington, MA 01887

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

I, Ray Coley, under seal, hereby consents and agrees to the terms and conditions of the Industri-Plex Site Escrow Agreement, intending to be legally bound thereby.

I certify that I am the duly authorized representative of Massachusetts Bay Transportation Authority

Signed: [Signature]

Name: Ray Coley

Title: General Counsel

Date: May 8, 1989

Address for Notices:

10 Park Plaza

Boston, MA 02116

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

Nodraer Realty Trust, under seal, hereby  
consents and agrees to the terms and conditions of the Industri-  
Plex Site Escrow Agreement, intending to be legally bound  
thereby.

I certify that I am the duly authorized representative  
of Nodraer Realty Trust.

Signed: 

Name: John J. Mulkerin

Title: Trustee

Date: May 3, 1989

Address for Notices:

P.O. Box 2128

120 Commerce Way

Woburn, MA 01888

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

Pebco \_\_\_\_\_, under seal, hereby  
consents and agrees to the terms and conditions of the Industri-  
Plex Site Escrow Agreement, intending to be legally bound  
thereby.

I certify that I am the duly authorized representative  
of Pebco \_\_\_\_\_.

BOSTON SAFE DEPOSIT AND TRUST COMPANY

Signed: Dina G. Cirone

by

Name: Dina G. Cirone

Title: Trust Officer

Date: May 4, 1989

Address for Notices:

Ms Dina G. Cirone, Trust Officer  
~~Boston Safe Deposit and Trust Company~~  
Real Estate Department OBVJ  
~~One Boston Place~~  
Boston, MA 02108

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

Positive Start Realty Inc., under seal, hereby  
consents and agrees to the terms and conditions of the Industri-  
Plex Site Escrow Agreement, intending to be legally bound  
thereby.

I certify that I am the duly authorized representative  
of Positive Start Realty Inc.

Signed: Robert W. De Rosa

Name: Robert W. De Rosa

Title: President

Date: May 5, 1989

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

PX Realty Trust, under seal, hereby  
consents and agrees to the terms and conditions of the Industri-  
Plex Site Escrow Agreement, intending to be legally bound  
thereby.

I certify that I am the duly authorized representative  
of PX Realty Trust

Signed: 

Name: PAUL X. O'NEILL

Title: TRUSTEE

Date: 5/4/89

Address for Notices:

PO Box C-1019  
Boston Mass 02205

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

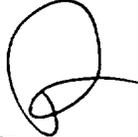
By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

PETER J COUPE, under seal, hereby  
consents and agrees to the terms and conditions of the Industri-  
Plex Site Escrow Agreement, intending to be legally bound  
thereby.

I certify that I am the duly authorized representative  
of PETER J COUPE.

Signed:  \_\_\_\_\_

Name: PETER J COUPE

Title: GENERAL MANAGER

Date: MAY 3, 1989

Address for Notices:

55 EASTERN AVE

MALDEN, MA 02148

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

The Welles Company, a Massachusetts limited partnership, Woodcraft Supply Corporation, a Massachusetts corporation, Atlantic Avenue Associates, Inc., a Massachusetts corporation, under seal, hereby consents and agrees to the terms and conditions of the Industri-Plex Site Escrow Agreement, intending to be legally bound thereby.

I certify that I am the duly authorized representative of The Welles Company, Woodcraft Supply Corporation and Atlantic Avenue Associates, Inc.

Signed: 

Name: Rogers G. Welles, President and

Title: General Partner

Date: April 28, 1989

Address for Notices:

Rogers G. Welles

President and General Partner

201 Airway West

Tequesta, FL 33469

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



INDUSTRI-PLEX SITE ESCROW AGREEMENT  
AUTHORIZATION FORM

CITY of WOBURN, under seal, hereby  
consents and agrees to the terms and conditions of the Industri-  
Plex Site Escrow Agreement, intending to be legally bound  
thereby.

I certify that I am the duly authorized representative  
of CITY of WOBURN.

Signed: J. W. RABBITTS

Name: JOHN W. RABBITTS

Title: MAYOR

Date: 5-7-84

Address for Notices:

CITY of WOBURN

Law DEPARTMENT

CITY HALL

10 Common STREET

WOBURN, MA 01801

ACCEPTANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**SCHEDULE FOR DISTRIBUTION BY  
TRUSTEE OF RECEIPTS FROM THE SALE OF  
MARK-PHILLIP TRUST PROPERTY  
PURSUANT TO SECTION IX  
OF CONSENT DECREE**

Each distribution under Exhibit A shall be divided and distributed in accordance with the percentages set forth below:

**I. Distribution of first \$8,000,000 received:**

1)	44.38%	Distributed to Monsanto	(\$3,551,000)
2)	40.01%	Distributed to ICI	(\$3,200,000)
3)	4.61%	Distributed to Additional Makers	(\$ 369,000)
4)	<u>11.00%</u>	Distributed to United States to the extent necessary to reimburse the United States for response costs incurred prior to entry of the Consent Decree, as provided in Section IX(E) (1) and (3) of the Consent Decree; otherwise, to be retained in the Escrow for the purposes set forth in Section IX(G) of the Consent Decree	(\$ 880,000)
Total	100.00%		<u>\$8,000,000</u>

**II. Distribution of next \$2,000,000 received:**

1)	22.5%	Distributed to Monsanto	(\$ 450,000)
2)	22.5%	Distributed to ICI	(\$ 450,000)
3)	5.0%	Distributed to Additional Makers	(\$ 100,000)
4)	<u>50.0%</u>	To be retained in the Escrow for the purposes set forth in Section IX(G) of the Consent Decree	(\$1,000,000)
Total	100.0%		<u>\$2,000,000</u>

**III. Distribution of Receipts Over \$10,000,000:**

1)	14.5%	Distributed to Monsanto	
2)	14.5%	Distributed to ICI	
3)	1.0%	Distributed to Additional Makers	
4)	<u>70.0%</u>	Distributed to United States to the extent necessary to reimburse	

the United States for response costs incurred prior to entry of the Consent Decree, as provided in Section IX(E)(1) and (3) of the Consent Decree; otherwise, to be retained in the Escrow for the purposes set forth in Section IX(G) of the Consent Decree

Total 100.0%

IV. Distribution of Balance of Escrow Account After Completion of the "Verification Period," as provided for in Section IX(G) of the Consent Decree:

1. Such amount requested by the United States or the Commonwealth in payment for an amount any Settler owes to the United States or the Commonwealth on account of oversight costs, outstanding penalties, or any other provision of the Consent Decree: To the United States or the Commonwealth.
2. The remaining balance of the Escrow Account: To Monsanto, ICI and Additional Makers in proportion to their respective contributions to the Remedial Trust Fund, as calculated by the Remedial Trustee.

V. Distribution of Additional Makers' shares of amounts allocated to Additional Makers in Items I, II, III & IV above:

Each additional Maker shall receive a percentage of each such distribution equal to the percentage which that Maker has contributed to the total amount (exclusive of stipulated penalties) contributed by all Additional Makers pursuant to the Remedial Trust Agreement and the Consent Decree as of the time of the distribution, as illustrated by the following formula:

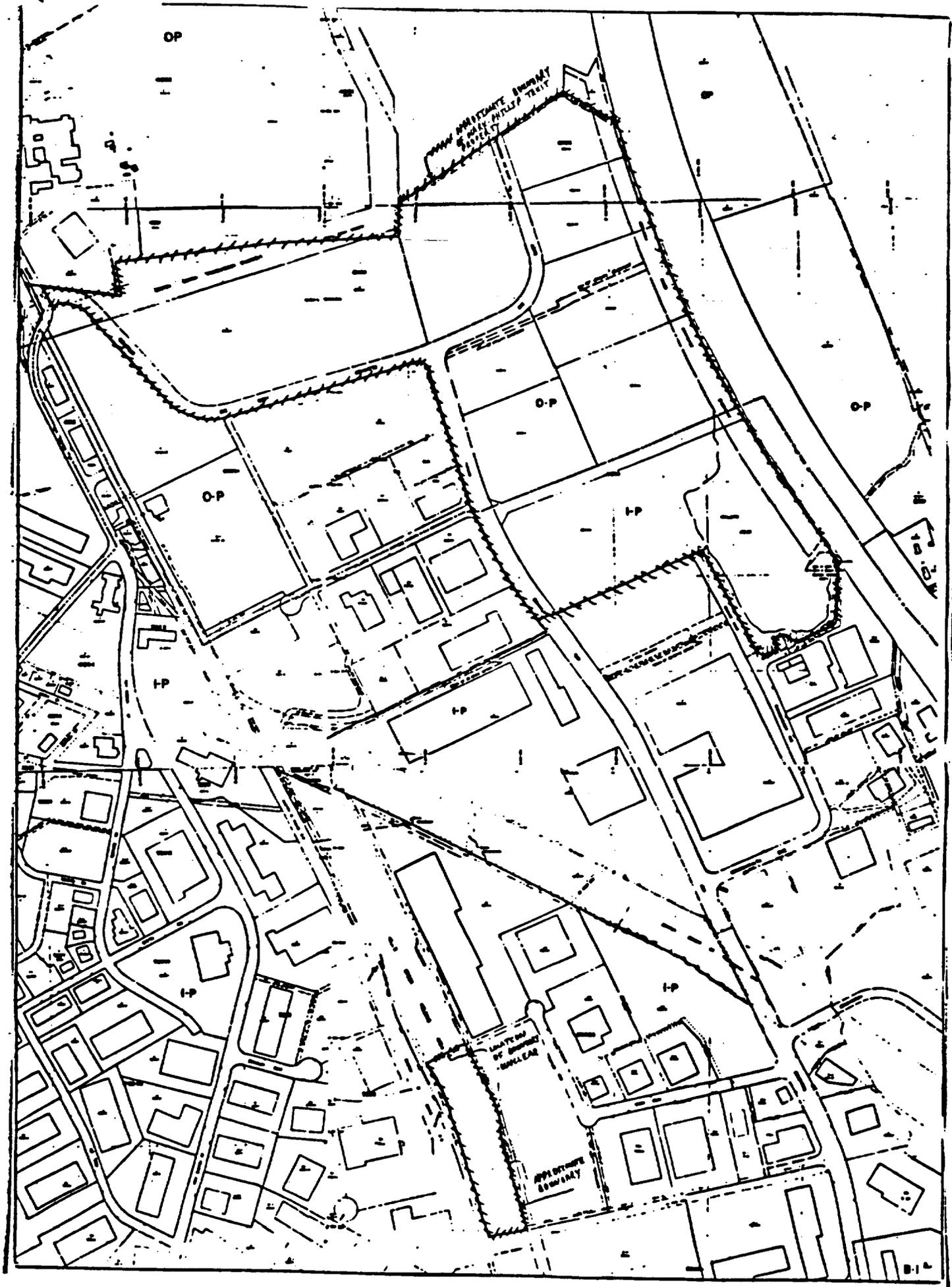
Individual Share of Maker A	=	<u>A's Contribution</u> Total Contribution by All Add'l Makers	X	Total Distribution to all Additional Makers
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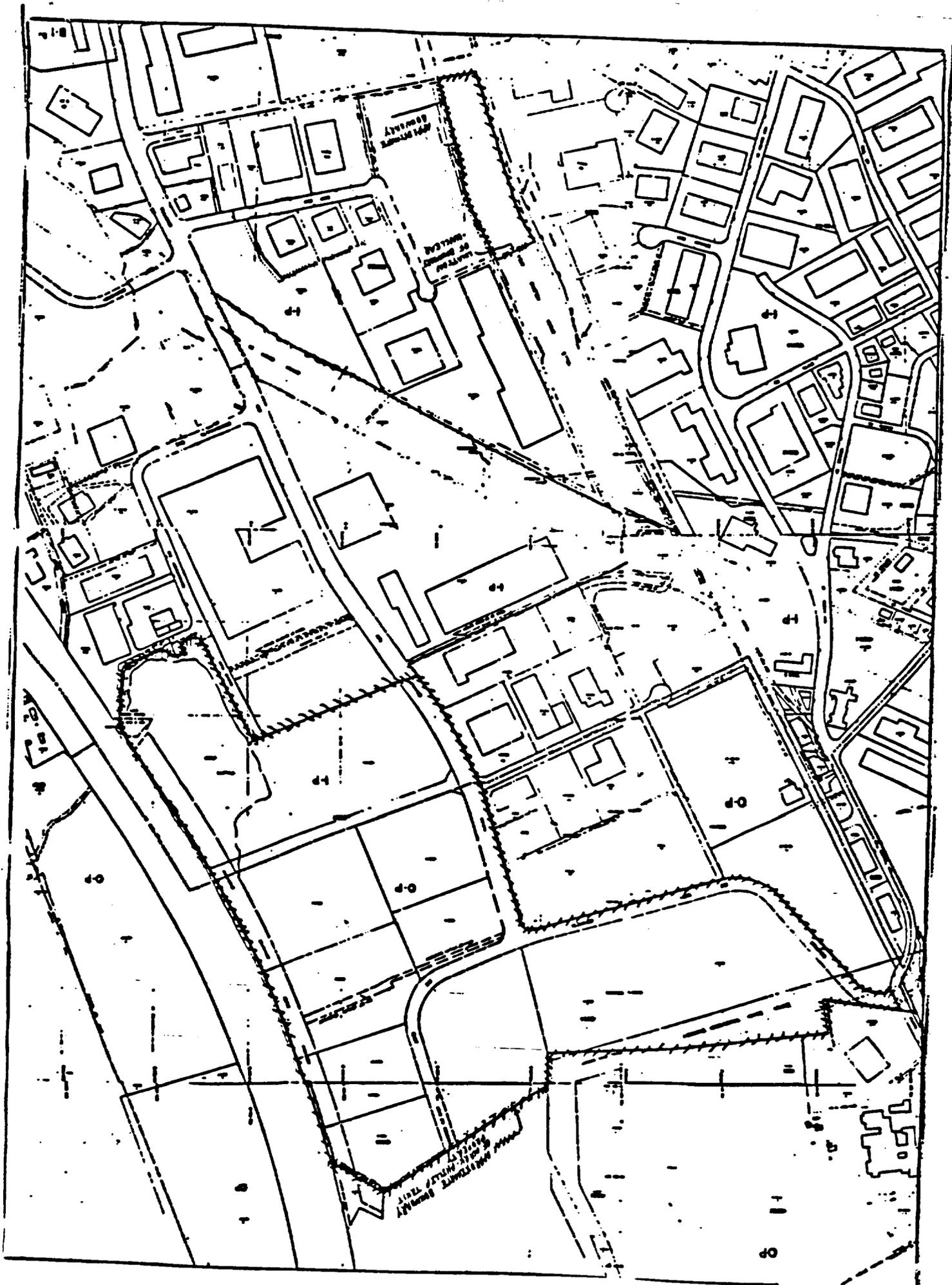
**EXHIBIT B**

**ESCROW AGENT'S FEE**

Mercantile Bank's Escrow Agent fee will be \$500.00 per annum of which amount \$125.00 shall be paid quarterly.

APPENDIX VI





APPROXIMATE BOUNDARY

EXISTING BOUNDARY

PROPOSED BOUNDARY

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