

XV.

SITE ACCESS

A. The United States, the Commonwealth, Settlers, and their representatives and contractors shall have access at all times during the effective period of this Consent Decree to all property included in the Site, and to any other property to which access is required for the proper and complete implementation of this Consent Decree, to the extent such property is owned, occupied, or controlled by any of the Settlers, for the purposes of implementing the Work and other activities required by this Consent Decree in accordance with the Consent Decree, including the RD/AP and the work plans and other plans approved or developed by EPA in consultation with the Commonwealth hereunder. The United States and the Commonwealth and their contractors and representatives shall additionally have access to all such property for the purposes of conducting any activity authorized by CERCLA, including but not limited to:

- (1) Monitoring the progress of the Work or other activities taking place on the property;
- (2) Verifying any data or information submitted to EPA or the Commonwealth relating to the Site or the Work;
- (3) Conducting investigations relating to contamination at or near the Site;
- (4) Obtaining samples; and
- (5) Inspecting and copying records, operating logs, contracts, or other documents required to assess the

Settlers' compliance with this Consent Decree, subject to the provisions of Section XXVI.B.

B. The obligations of Settlers who are Landowners with respect to the provision of access under paragraph A of this Section shall run with the land and shall be binding upon any and all such Settlers and any and all Successors-in-Title, including the Custodial Trust. Within ten (10) days after the entry of this Consent Decree, and in the case of the Mark-Phillip Trust prior to the conveyance of any real property to the Custodial Trust under Section IX.B above, each of the Settlers that is a Landowner shall record at the Registry of Deeds or other office where land ownership and transfer records are maintained, a notice of obligation to provide access and related covenants in the form set forth in Appendix II. Each subsequent deed to any such property included in the Site shall reference the recorded location of such notice and covenants applicable to the property.

C. To the extent that, for the proper and complete implementation of this Consent Decree, access is required to any property included in the Site which is not covered by paragraph A of this Section, except for any property subject to paragraph D, clause (2) of this Section, Plaintiffs shall provide Settlers with legal access to such property at no cost to Settlers. If Plaintiffs do not, for any reason, obtain access for Settlers to a part of the Site subject to this paragraph, performance of any portion of the Work requiring access to that part of the Site shall be excused until access is obtained, but Settlers shall

perform all portions of the Work that can be performed without access to that particular property.

D. To the extent that proper and complete implementation of this Consent Decree requires access to (1) property not included in the Site, or (2) property included in the Site which is owned by a person that has been found by a court of competent jurisdiction to be entitled to the defense provided by Section 107(b)(3) of CERCLA with respect to the remediation of the Site, Settlers other than the Mark-Phillip Trust shall use their best efforts to obtain access agreements from the owners within sixty (60) days of the later of the effective date of this Consent Decree or the date Settlers receive notice that this paragraph applies to the particular property. For purposes of this paragraph, "best efforts" may include the payment of an amount of money which is reasonable in light of the fair market value of the rights obtained. Such access agreements shall provide the United States, the Commonwealth, Settlers, and their representatives and contractors access to the property at all times for purposes of implementing and monitoring the Work. In the event that access agreements sufficient for implementation and monitoring of the Work are not obtained within the sixty-day period, Settlers shall notify EPA and the Commonwealth within five (5) working days regarding the lack of such agreements and the efforts made to obtain them. Settlers other than the Mark-Phillip Trust shall reimburse EPA and the Commonwealth for any costs incurred by them not inconsistent with the NCP in obtaining

access to any property covered by this paragraph for the purposes of this Consent Decree. Such reimbursement shall be made in the manner described in paragraphs A and B of Section XIX, as applicable, within sixty (60) days of Settlers' receipt of a demand for payment and an appropriate accounting of the costs incurred.

E. Any person who goes on the Site prior to certification of completion of the Remedial Action, or on any contiguous or related property in furtherance of this Consent Decree, shall comply with all applicable provisions of the Health and Safety Plan developed and approved pursuant to the RD/AP.

F. Nothing herein limits or otherwise affects any right of entry held by the United States or the Commonwealth pursuant to applicable laws, regulations, or permits.

XVI.

PUBLIC INFORMATION AND COORDINATION

A. Settlers shall cooperate with EPA and the Commonwealth in providing information regarding the Site and the Work to the Landowners and the public.

B. Each Landowner will be afforded opportunities to review and comment on the design of those portions of the Work that will affect the Landowner's property, including the design of any caps or covers to be placed on the property and the technical design of Institutional Controls. Settlers shall make information available to, and shall solicit comments from, the Landowners as follows:

(1) To the extent they are within Settlers' possession or control, the results of all analyses of sampling on any Landowner's property, whether conducted prior to the entry of this Consent Decree or conducted as part of the Work, shall be made available to that Landowner upon any reasonable request.

(2) Prior to sixty percent (60%) completion of the Remedial Design phase of the Work, as described in the RD/AP, Settlers shall prepare a map or maps showing the known locations and concentrations of Hazardous Substances on each Landowner's property and reasonable interpolations of such data delineating the contaminated areas in a form approved by EPA in consultation with the Commonwealth. Settlers shall provide to each Landowner a copy of the map or maps showing the Landowner's property.

(3) Not later than completion of the 60% Remedial Design phase, Settlers shall notify each Landowner, in a form approved by EPA in consultation with the Commonwealth, of:

(a) the types of cap or cover (e.g., pavement, soil cap, or synthetic/soil cover) that, consistent with the ROD, the requirements of the RD/AP, and the overall Remedial Design for the Site, it would be feasible to place on each area of the Landowner's property containing Hazardous Substances in excess of action levels; and (b) any area(s) of the Landowner's property in which, consistent with those same requirements, it would be appropriate to excavate contaminated soil and backfill with clean material. Landowners shall have not less than thirty (30) days from receipt of such notice and the maps required by subparagraph

(2) above to notify Settlers, in writing, of their preferences as to the type(s) of cap or cover to be placed on the specified locations or of their preference for excavation and backfilling of designated areas on their respective properties.

(4) At 30%, 60%, and 95% completion of the Remedial Design, Settlers shall make available to the Landowners all design drawings, plans, and specifications delivered to EPA and the Commonwealth pursuant to the RD/AP and shall notify the Landowners of their availability. Settlers shall receive comments on the 95% completion Remedial Design documents for a period of not less than thirty (30) days after the Landowners' receipt of such notice. When Settlers submit their proposed final (100% completion) Remedial Design documents to EPA and the Commonwealth for review and approval, Settlers shall simultaneously notify each Landowner that submitted timely written comments on the 95% completion Remedial Design documents that the proposed final documents are available for inspection and shall provide to each such Landowner a written response to the Landowner's comments, including an explanation of whether changes requested by the Landowner were adopted and, if any such changes were not adopted, the reasons for rejecting the changes. Settlers shall provide copies of all comments by Landowners and all responses to such comments to EPA and the Commonwealth.

(5) When Settlers submit their proposed technical design for Institutional Controls to EPA and the Commonwealth for review and approval, Settlers shall simultaneously make copies

of such documents available to the Landowners. The Parties contemplate that EPA and the Commonwealth will receive and consider any comments by Landowners on the proposed technical design of Institutional Controls. If EPA and/or the Commonwealth requires Settlers to revise the technical design of Institutional Controls, Settlers shall make copies of the revised technical design documents available to the Landowners at the time that they submit such documents to EPA and the Commonwealth.

C. Settlers shall make the information required by paragraphs B(4) and (5) of this Section available to each Settler that is not a Landowner, and shall address any comments received from such Settlers under paragraph B(4), as if each such Settler were a Landowner.

D. Nothing in this Consent Decree shall be construed to give any Landowner any right to adoption or implementation of his or its preferences with respect to type of cap or cover or areas of excavation and backfilling or any right to adoption of any other comments relating to the Work, nor to create a cause of action by any Landowner or any other person against Settlers or Plaintiffs.

XVII.

CERTIFICATION OF COMPLETION

A. Within ninety (90) days after Settlers conclude that the Remedial Action has been fully performed, Settlers shall so notify the United States, EPA, and the Commonwealth by submitting

a written report by a registered professional engineer certifying that all such activities have been completed in full satisfaction of the requirements of this Consent Decree. If EPA and/or the Commonwealth, after consultation with one another, determines that the Remedial Action or any aspect or portion thereof has not been completed in accordance with this Consent Decree, EPA or the Commonwealth shall notify Settlers in writing of the work that must be done to complete the Remedial Action and shall set forth a schedule for performance of the work. Settlers other than the Mark-Phillip Trust shall perform all work described in the notice in accordance with the specifications and schedules set forth therein.

B. If, following the initial or any subsequent notification of completion by Settlers, EPA concludes, after consultation with the Commonwealth, that the Remedial Action has been fully performed in accordance with this Consent Decree, EPA shall so certify in writing to Settlers. This certification shall be final and shall constitute the "certification of completion of the Remedial Action" for purposes of this Consent Decree, including Section XXIV (Plaintiffs' Covenants Not to Sue).

C. Within ninety (90) days after Settlers conclude that all remaining aspects of the Work have been fully performed, Settlers shall so notify the United States, EPA, and the Commonwealth by submitting a written report by a registered professional engineer certifying that all such activities have been completed in full satisfaction of the requirements of this

Consent Decree. EPA and/or the Commonwealth, after consultation with one another, shall require such additional work as may be necessary to complete the Work, or EPA shall issue written certification that the Work has been completed, as appropriate, in accordance with the procedures set forth in Paragraphs A and B for certification of completion of the Remedial Action.

XVIII.

ENDANGERMENT AND FUTURE RESPONSE

A. In the event of any action or occurrence prior to certification of completion of the Remedial Action that causes or threatens a release of Hazardous Substances from the Site which goes or may go beyond the boundaries of the Site or which may cause an imminent and substantial endangerment to public health or welfare or the environment, Settlers other than the Mark-Phillip Trust shall immediately upon notice or discovery of such action or occurrence take all appropriate action to prevent, abate, or minimize such release or endangerment, and shall immediately notify the EPA RPM, or, if that is impossible, the EPA Emergency Response Unit, Region I. Settlers shall take such action in accordance with all applicable provisions of the Health and Safety/Contingency Plan developed pursuant to the RD/AP and approved thereunder. In the event Settlers fail to take appropriate response action as required by this Section and EPA and/or the Commonwealth take such action instead, Settlers other than the Mark-Phillip Trust shall reimburse all costs of the response action incurred by EPA not inconsistent with the NCP

or by the Commonwealth not inconsistent with the MCP. Payment of such response costs shall be made in the manner described in paragraphs A and B of Section XIX, as applicable, within sixty (60) days of Settlers' receipt of a demand for payment and an appropriate accounting of the costs incurred.

B. Nothing in the preceding paragraph shall be deemed to limit the power and authority of EPA, the Commonwealth, or this Court to take, direct, or order all appropriate action to protect human health and the environment or to prevent, abate, or minimize an actual or threatened release of Hazardous Substances on, at, or from the Site.

XIX.

REIMBURSEMENT OF RESPONSE COSTS

A. On or before the thirtieth day after entry of this Consent Decree, Settlers shall make payment to EPA in the amount of \$377,487, in the form of a certified check or checks payable to "EPA Hazardous Substances Superfund," in reimbursement of costs incurred by EPA prior to the lodging of this Consent Decree for removal or remedial actions relating to the Site. Each such check shall be marked with a reference to the Industri-Plex Site and to the civil action number of this matter and shall be forwarded to EPA Superfund, P.O. Box 371003M, Pittsburgh, PA 15251. Copies of each check and any transmittal letter(s) shall be sent to the United States.

B. On or before the thirtieth day after entry of this Consent Decree, Settlers shall make payment to the Commonwealth

in the amount of \$6,000 in the form of a certified check or checks payable to the Commonwealth of Massachusetts, in reimbursement of costs incurred by the Commonwealth prior to the lodging of this Consent Decree for removal or remedial actions relating to the Site. Each such check shall be sent to the Massachusetts Department of the Attorney General, Environmental Protection Division, One Ashburton Place, Boston, MA 02108. Copies of each check and any transmittal letter(s) shall be sent to the Commonwealth.

C. Settlers shall reimburse EPA for all costs incurred by it not inconsistent with the NCP, and the Commonwealth for all costs incurred by it not inconsistent with the MCP, in connection with the review or development of plans, reports, and other items under this Consent Decree, the oversight or verification of work pursuant to this Consent Decree, and the administration of Institutional Controls (collectively "oversight costs"). EPA and the Commonwealth shall each send Settlers a demand for payment of such oversight costs, together with an appropriate accounting of the costs claimed, on an annual basis commencing one year after the effective date of this Consent Decree. Payments shall be made in the manner described in paragraphs A or B above, as appropriate, within thirty (30) days of Settlers' receipt of the demand.

D. In addition to the costs reimbursed under paragraph C, Settlers shall reimburse EPA for all costs incurred by it not inconsistent with the NCP, and the Commonwealth for all costs

incurred by it not inconsistent with the MCP, to effect the Inauguration of Institutional Controls on any part of the Site that has been abandoned or is owned by persons ("non-liable persons") who have been found by a court of competent jurisdiction to be entitled to the defense provided by Section 107(b)(3) of CERCLA with respect to the remediation of the Site. EPA and the Commonwealth shall each send Settlers a demand for payment of such costs, including an appropriate accounting of the costs claimed, on an annual basis commencing one year after the effective date of this Consent Decree. Payments shall be made in the manner described in paragraphs A or B above, as applicable, within sixty (60) days of Settlers' receipt of the demand.

XX.

INDEMNIFICATION AND INSURANCE

A. Settlers shall indemnify and save and hold harmless the United States, the Commonwealth and their officials, agents, employees, contractors, or representatives from any and all claims or causes of action arising from or on account of acts or omissions of Settlers, Settlers' officers, employees, agents, contractors, subcontractors, and any persons acting on Settlers' behalf or under their control, in carrying out activities pursuant to this Consent Decree. Neither the United States nor the Commonwealth shall be held out as a party to any contract entered into by or on behalf of Settlers in carrying out activities pursuant to this Consent Decree.

B. Settlers waive any claims for damages or reimbursement from the United States or the Commonwealth, or for set-off of any payments made or to be made to the United States or the Commonwealth, arising from or on account of any contract, agreement, or arrangement between any one or more of Settlers and any person performing work on or with respect to the Site, including but not limited to claims on account of construction delays.

C. Prior to commencing any on-Site work, Settlers other than the Mark-Phillip Trust shall secure collectively, and shall maintain for the duration of this Consent Decree, comprehensive general liability and automobile insurance with limits of ten million dollars, combined single limit, naming as insureds the United States and the Commonwealth. In addition, for the duration of this Consent Decree, Settlers shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of workmen's compensation insurance for all persons performing work on behalf of Settlers in furtherance of this Consent Decree. Prior to commencement of work under this Consent Decree, Settlers shall provide EPA and the Commonwealth with certificates of such insurance and a copy of each insurance policy for approval. If Settlers demonstrate by evidence satisfactory to EPA and the Commonwealth that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then with respect

to that contractor or subcontractor Settlers need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

XXI.

FORCE MAJEURE

A. "Force Majeure" is defined for the purposes of this Consent Decree as an event arising from causes beyond the control of Settlers and of any entity controlled by Settlers, including their contractors and subcontractors, which delays or prevents the performance of any obligation under this Consent Decree. Unanticipated or increased costs associated with the implementation of actions called for by this Consent Decree or changed financial circumstances shall not be considered Force Majeure events.

B. When circumstances are occurring or have occurred which may delay the completion of any phase of the Work or the timely achievement of any schedule milestone established under this Consent Decree, whether or not due to a Force Majeure event, Settlers shall notify EPA and the Commonwealth orally of the circumstances within one working day after Settlers become aware of them, and shall provide written notice to EPA and the Commonwealth within nine (9) working days thereafter. The written notice shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which those measures will be implemented. Failure

to give timely notice to EPA and the Commonwealth under this paragraph shall constitute a waiver of any claim of Force Majeure with respect to the circumstances in question.

C. If EPA and the Commonwealth agree that a delay in performance is or was caused by a Force Majeure event, the Parties shall modify, or shall ask the Court to modify, this Consent Decree (or affected plans or schedules developed under this Consent Decree) to provide additional time for performance, which time shall in no event be longer than the delay resulting from the Force Majeure event, including any unavoidable delay associated with restarting interrupted activities. In proceedings on any dispute regarding a delay in performance, Settlers shall have the burden of proving (1) that the delay is or was caused by a Force Majeure event, and (2) that the amount of additional time requested is necessary to compensate for that event.

XXII.

DISPUTE RESOLUTION

A. Any dispute between Plaintiffs and Settlers which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute for a period of up to thirty (30) days from the time written notice of the existence of the dispute is given by any Party to EPA, the Commonwealth, and Settlers. The period for negotiations may be extended by agreement between Plaintiffs and Settlers.

B. If a dispute relating to the selection, extent, or adequacy of any aspect of the Work is not resolved within fifteen (15) days after notice of the existence of the dispute is given, Settlers shall have the right to submit the dispute, in writing or in person at EPA's sole option, within five (5) days thereafter to the Chief, Massachusetts Superfund Section, EPA Region I. If Settlers submit the dispute to the Chief, Massachusetts Superfund Section within that time, the period for informal negotiations shall end when that official notifies Settlers of EPA's position on the disputed matter.

C. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding paragraphs, then the position advanced by Plaintiffs shall be considered binding unless, within ten (10) days after the end of the informal negotiations period, Settlers file a petition with this Court setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. Any party may present a disputed matter to the Court before the end of the thirty-day period if stipulated penalties are accruing with respect to the disputed matter or the matter otherwise requires early resolution. The dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes between Plaintiffs and Settlers arising under or with respect to this Consent Decree and, subject to the limitation in Section VII.E on

the rights of Settlers other than Monsanto to invoke dispute resolution with respect to remedial work (which limitation shall not be construed to prevent any Settler from disputing an assessment of stipulated penalties), shall apply to all provisions of this Consent Decree unless otherwise expressly provided.

D. The filing of a petition asking the Court to resolve a dispute shall not of itself extend or postpone any obligation of Settlers under this Consent Decree, provided that payment of stipulated penalties with respect to the disputed matter shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that Settlers do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XXIII. Stipulated penalties shall be forgiven as to disputed matters on which Settlers prevail.

E. In proceedings on any dispute between Plaintiffs and Settlers relating to the selection, extent, or adequacy of any aspect of the Work, Settlers shall have the burden of demonstrating that the position of EPA or the Commonwealth is arbitrary or capricious or otherwise not in accordance with law. For purposes of this Section, the adequacy of the Work includes: (1) the adequacy of plans, procedures to implement plans, or any other items relating to the selection or extent of any part of the Work that require approval by EPA or the Commonwealth under

this Consent Decree; and (2) the adequacy of work performed pursuant to this Consent Decree.

XXIII.

STIPULATED PENALTIES

A. In the event that Settlers fail to comply with any requirement of Sections VIII, XI, or XIII of this Consent Decree, or to perform the required work properly by the deadlines set forth in or prescribed under items 1(a), 1(b), 1(d), 1(g), 1(j), 1(m), 2(a), 3(a), 3(c), and 3(d) (minor milestones) of Attachment D to the RD/AP, Settlers other than the Mark-Phillip Trust shall pay, one-half to EPA and one-half to the Commonwealth, stipulated penalties of \$750 per day for each and every such violation.

B. In the event that Settlers fail to comply with any requirement applicable to them in Sections XIV, XIX, and XXVI.A of this Consent Decree, or to perform the required work properly by the deadlines set forth in or prescribed under items 1(h), 1(k), 2(c), 3(e), 3(h), and 3(i) (major milestones) of Attachment D to the RD/AP, Settlers other than the Mark-Phillip Trust shall pay to EPA and the Commonwealth stipulated penalties in the following amounts for each day of each and every violation of said requirements:

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1st through 7th day	\$ 1,500
8th through 14th day	\$ 2,500
15th through 28th day	\$ 4,000
29th through 60th day	\$ 6,000
Beyond 60 days	\$10,000

One-half of the above amounts shall be payable to EPA and one-half to the Commonwealth.

C. In the event that any Settler that is a Landowner or any Successor-in-Title (including the Custodial Trust) fails to comply with any requirement of Sections VII.D or X (relating to Institutional Controls), or refuses or denies access to property required by Section XV.A, or fails to comply with the requirements of Section XV.B (relating to notices and covenants of access), that Settler or Successor-in-Title shall pay to EPA and the Commonwealth stipulated penalties in the following amounts for each day of each and every violation of said requirements:

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1st through 7th day	\$ 750
8th through 14th day	\$ 1,500
15th through 28th day	\$ 2,500
29th through 60th day	\$ 4,000
Beyond 60 days	\$ 8,000

One-half of the above amounts shall be payable to EPA and one-half to the Commonwealth.

D. Stipulated penalties shall begin to accrue on the day that performance is due or noncompliance occurs, and shall continue to accrue through the final day of correction of the noncompliance. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

E. The obligations of Settlers other than the Mark-Phillip Trust to pay stipulated penalties due under paragraphs A and B of this Section shall be joint and several. All penalties due to EPA and the Commonwealth under this Section shall be paid within forty-five (45) days of receipt by Settlers of notification of noncompliance. Interest shall begin to accrue on the unpaid balance at the end of the 45-day period, at the rate established by the Department of the Treasury under 31 U.S.C. § 3717.

F. Stipulated penalties due to EPA shall be paid by certified check payable to "EPA Hazardous Substances Superfund" and shall be mailed to EPA Superfund, P.O. Box 371003M, Pittsburgh, PA 15251. Stipulated penalties due to the Commonwealth shall be paid by certified check payable to the Commonwealth of Massachusetts and shall be submitted to the Massachusetts Department of the Attorney General, Environmental Protection Division, One Ashburton Place, Boston, MA 02108. Each check in payment of stipulated penalties shall be marked with a reference to the Industri-Plex Site and the civil action number of this matter and shall state that it is for stipulated penalties.

G. The stipulated penalties set forth above shall be in addition to any other remedies, sanctions, or penalties which may be available to the United States or the Commonwealth or their Agencies or Departments by reason of Settlers' failure to comply with requirements of this Consent Decree. The United States or the Commonwealth may, in its sole discretion not subject to

dispute resolution, waive or suspend the accrual of any stipulated penalties due to it under this Section.

XXIV.

COVENANTS NOT TO SUE BY PLAINTIFFS

A. Except as specifically provided in paragraphs C, D and E of this Section, the United States and the Commonwealth covenant not to sue or to take administrative action for Covered Matters against Settlers, Settlers' respective directors, officers, employees, and agents acting as such, and beneficiaries of the trusts whose trustees are Settlers to the extent such beneficiaries were acting through the trusts. These covenants not to sue extend only to Settlers and their respective directors, officers, employees, agents, and beneficiaries acting as specified above, and do not release any other person from liability. With respect to all liability for Covered Matters, except for future liability as described in the next sentence, these covenants not to sue shall take effect (1) as to Settlers other than the Mark-Phillip Trust, upon receipt by EPA and the Commonwealth of the payments required by paragraphs A and B of Section XIX, and (2) as to the Mark-Phillip Trust, upon completion of the conveyances required by Section IX.B. For purposes of this Section, future liability for Covered Matters means liability relating to additional response activities at the Site not identified in the ROD or the RD/AP and with respect to which EPA or the Commonwealth, respectively, has made the finding described in paragraph C or E.1 of this Section. With respect to

any future liability of Settlers for Covered Matters under federal law, these covenants not to sue shall take effect upon certification by EPA of completion of the Remedial Action. With respect to any future liability of Settlers for Covered Matters under state law, including but not limited to Mass. G.L. c. 21E, these covenants not to sue shall take effect upon concurrence by the Commonwealth in EPA's certification of completion of the Remedial Action. These covenants not to sue are conditioned, as to each Settler, upon satisfactory performance by that Settler of its or his obligations under this Consent Decree. Certification of completion under Section XVII shall constitute EPA's final determination of satisfactory performance of the activities covered by the certification. Concurrence by the Commonwealth in such certification shall constitute the Commonwealth's final determination of satisfactory performance of the activities covered by the certification.

B. Except as provided in paragraph F of this Section, Covered Matters shall include any and all civil liability to the United States for causes of action arising under Sections 106 and 107(a) of CERCLA and Section 7003 of SWDA, and to the Commonwealth under Section 107(a) of CERCLA, Mass. G.L. c. 21E, Mass. G.L. c. 21C, Mass. G.L. c. 21, § 27(14), and Mass. G.L. c. 21H, relating to response costs incurred prior to the date of lodging of this Consent Decree and the following conditions at the Site as of the date of entry of this Consent Decree:

- (1) soil contamination which does not cause or contribute to groundwater contamination;
- (2) air contamination; and
- (3) groundwater contamination to the extent, and only to the extent, that it results from the presence of benzene and toluene on or at the Site in the plumes depicted on Attachment G to the RD/AP.

With respect to the Mark-Phillip Trust only, and notwithstanding paragraph F(5) of this Section, Covered Matters shall also include any and all civil liability to the United States for causes of action arising under Sections 106 and 107(a) of CERCLA and Section 7003 of SWDA, and to the Commonwealth under Section 107(a) of CERCLA, Mass. G.L. c. 21E, Mass. G.L. c. 21C, Mass. G.L. c. 21, § 27(14), and Mass. G.L. c. 21H, relating to the activities described in Section IX.G of this Consent Decree, to which EPA or the Commonwealth may apply any funds in the Escrow.

C. Pre-certification reservations. Notwithstanding any other provision of this Consent Decree, the United States and the Commonwealth reserve the right to institute proceedings in this action or in a new action seeking to compel Settlers (1) to perform additional response actions at the Site or (2) to reimburse the United States and/or the Commonwealth for response costs if, prior to certification of completion of the Remedial Action:

- (i) conditions at the Site, previously unknown to the United States, are discovered after the entry of this Consent Decree, or

(ii) information is received after the entry of this
Consent Decree,

and the EPA Administrator or his delegate finds, based on these previously unknown conditions or this information together with any other relevant information, that the Work is not protective of human health and the environment.

D. Post-certification reservations. Notwithstanding any other provision of this Consent Decree, the United States and the Commonwealth reserve the right to institute proceedings in this action or in a new action seeking to compel Monsanto and Owner Defendants (1) to perform additional response actions at the Site or (2) to reimburse the United States and/or the Commonwealth for response costs if, subsequent to certification of completion of the Remedial Action:

(i) conditions at the Site, previously unknown to the United States, are discovered after the certification of completion, or

(ii) information is received after the certification of completion,

and the EPA Administrator or his delegate finds, based on these previously unknown conditions or this information together with any other relevant information, that the Work is not protective of human health and the environment.

E. Commonwealth reservations under state law.

1. Notwithstanding any other provision of this Consent Decree, the Commonwealth reserves the right to institute

proceedings in this action or in any new action under state law, including but not limited to Mass. G.L. c. 21E, against any or all of the Settlers, if prior to concurrence by the Commonwealth in EPA's certification of completion of the Remedial Action,

(i) conditions at the Site, previously unknown to the Commonwealth, are discovered after entry of this Consent Decree, or

(ii) information is received after the entry of this Consent Decree,

and the Commonwealth finds, based on these previously unknown conditions or this information together with any other relevant information, that the Work is not protective of human health and the environment.

2. Notwithstanding any other provision of this Consent Decree, the Commonwealth reserves the right to institute proceedings in this action or in any new action under state law, including but not limited to Mass. G.L. c. 21E, against Monsanto and Owner Defendants, if subsequent to concurrence by the Commonwealth in EPA's certification of completion of the Remedial Action,

(i) conditions at the Site, previously unknown to the Commonwealth, are discovered after the Commonwealth has concurred in EPA's certification of completion of the Remedial Action, or

(ii) information is received after the Commonwealth has

concluded in EPA's certification of completion of the Remedial Action, and the Commonwealth finds, based on these previously unknown conditions or this information together with any other relevant information, that the Work is not protective of human health and the environment.

F. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified to be Covered Matters. The United States and the Commonwealth reserve all rights against Settlers with respect to all other matters, including but not limited to:

- (1) claims based on a failure by any Settler to meet a requirement of this Consent Decree;
- (2) claims based on the failure of any Settler who is a Landowner or any Successor-in-Interest (including the Custodial Trust) to comply with any applicable requirement of Sections VII.D or X (relating to Institutional Controls) or Section XV.A and B (relating to access);
- (3) liability arising from the past, present or future disposal, release or threat of release of Hazardous Substances outside of the Site and not attributable to the Site;
- (4) liability for the disposal of any Hazardous Substances taken from the Site;

- (5) liability for groundwater contamination, other than as described in paragraph B(3) above, or for soil contamination that causes or contributes to groundwater contamination; or
- (6) liability for damages for injury to, destruction of, or loss of natural resources.

G. Settlers shall have the benefits of Section 113(f) of CERCLA and Mass. G.L. c. 231B and any other applicable law limiting their liability to persons not a party to this Consent Decree, or affording them rights of contribution or other rights to recover costs or damages relating to the Site from such persons.

H. Notwithstanding any other provision of this Consent Decree, the United States and the Commonwealth retain all authority and reserve all rights to take any and all response actions authorized by law.

XXV.

COVENANTS BY AND AMONG SETTLERS

A. Settlers hereby covenant not to sue the United States or the Commonwealth for any claims related to or arising from the Work or this Consent Decree (excepting any claims they may have under Section 106(b) of CERCLA relating to an emergency response action taken by Settlers solely pursuant to Section XVIII.A), or for any claims related to any response costs incurred by any Settler in connection with the Site prior to the lodging of this Consent Decree, including any direct or indirect claim for

reimbursement from the Hazardous Substances Superfund established pursuant to Section 221 of CERCLA, 42 U.S.C. § 9631. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.25(d).

B. Settlers reserve all of their defenses with respect to the claims reserved by Plaintiffs in Section XXIV.C.-F.

C. Each Settler covenants not to sue, or to maintain or assert any claim against, any other Settler in connection with any claim arising out of or relating to Covered Matters or the alleged storage, treatment, handling, disposal, transportation, presence, actual or threatened release, or discharge of any materials at, to, on, onto, in, into, upon, from, or near the Site, including but not limited to claims for payments or contribution made under this Consent Decree, claims for diminution in value of a Settler's property, and claims relating to the Site that have been or could have been asserted in Augustine F. Sheehy v. William F. D'Annolfo, et al., Middlesex County (Massachusetts) Superior Court, Civil Action No. 87-292, and Augustine F. Sheehy v. Lipton Industries, Inc., Middlesex County (Massachusetts) Superior Court, Civil Action No. 82-3883. These covenants not to sue shall not apply to (1) claims to enforce the terms of this Consent Decree or the Remedial Trust Agreement or Custodial Trust Agreement, (2) claims for contribution or indemnification arising out of or relating to subsequent suits or administrative actions by the United States

or the Commonwealth or subsequent suits by persons or entities not parties to this Consent Decree, and (3) claims arising out of or based upon Hazardous Substances brought to the Site after October 28, 1988.

XXVI.

ACCESS TO INFORMATION

A. Settlers shall provide to EPA and/or the Commonwealth, upon request, all non-privileged documents and information within their possession and/or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to remedial activities. Settlers shall also make available to EPA and the Commonwealth their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work for purposes of investigation, information gathering, or testimony.

B. Documents or information are privileged for purposes of this Section if they would be exempt from discovery by Plaintiffs in litigation against Settlers and from an information request or subpoena under 42 U.S.C. §§ 9604(e) or 9622(e)(3)(B). If Plaintiffs request documents or information that a Settler believes to be privileged, the Settler in question shall, within ten (10) days of receipt of the request, provide EPA and the Commonwealth with a list of the items alleged to be privileged,

including a description of the nature and subject matter of each item and a statement of the nature of and basis for the privilege claimed. No claim of privilege shall be made with respect to any sampling or analytical data or any other documents or information evidencing conditions at or around the Site, unless the substance of all such information regarding those conditions in Settlers' possession or control is or has been made available otherwise to Plaintiffs.

C. All data, factual information, or documents submitted to EPA or the Commonwealth by or on behalf of Settlers may be made available for public inspection unless Settlers demonstrate that the data, factual information, or documents satisfy the requirements of 42 U.S.C. § 9604(e)(7)(E) and (F).

D. Upon request, Settlers, EPA, and the Commonwealth shall provide each other with split samples of any samples collected in carrying out any requirement of this Consent Decree. Not less than seven (7) days in advance of any sampling pursuant to this Consent Decree, Settlers shall notify EPA and the Commonwealth of the sampling date, sampling media, and numbers of samples to be taken from each medium. EPA and the Commonwealth shall provide Settlers with seven (7) days advance notice of any sampling by or for them at the Site, if practicable. This provision shall not be construed as limiting the authority of EPA or the Commonwealth to collect samples and information under applicable federal or state regulatory authority, which federal or state regulatory

authority is not subject to dispute resolution procedures under this Consent Decree.

E. The Parties waive any objection to the admissibility in evidence (without waiving any objection as to weight) of the results of any analyses of sampling conducted by or for them at the Site or of other data gathered pursuant to this Consent Decree that has been verified by the quality assurance/quality control procedures established pursuant to the RD/AP.

XXVII.

RETENTION OF RECORDS

A. Until six years after the completion of the Work, each of the Settlers shall preserve and retain all records and documents now in its possession or control that relate in any manner to the Site.

B. Until completion of the Work and termination of this Consent Decree, Settlers shall preserve, and shall instruct their contractors and agents to preserve, all documents, records, and information of whatever kind, nature or description relating to the performance of the Work. Upon completion of the Work, Settlers shall deliver all such documents, records and information to EPA. EPA may in its sole discretion waive this requirement. Settlers may retain duplicates of any or all such documents delivered to EPA.

XXVIII.

NOTICES AND SUBMITTALS

Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one party to another, it shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice of changes to the other parties in writing. Written notice in accordance with this Section shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, the Commonwealth, Settlers, and the Mark-Phillip Trust, respectively. Notice shall be deemed given upon the earlier of delivery or three (3) days after deposit in the first-class United States mail.

As to the United States:

Chief, Environmental Enforcement Section
Land and Natural Resources Division
Department of Justice
10th & 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, MA 02203

As to EPA:

The EPA Remedial Project Manager

As to the Commonwealth:

The Commonwealth Remedial Project Manager

and

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

As to the Settlers:

The Settlers' Coordinator

As to the Mark-Phillip Trust:

William F. D'Annolfo
2 Frederick Drive
Andover, MA 01801

XXIX.

EFFECTIVE AND TERMINATION DATES

A. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court.

B. The requirements of this Consent Decree shall terminate upon completion of the Work, as certified by EPA in consultation with the Commonwealth or determined by the Court, except that the requirements of the following provisions shall remain in full force and effect until otherwise agreed by the Parties and approved by the Court: Sections IX.A and C (the Custodial Trust); X.A, C and D (Institutional Controls); XI (Settlers' Coordinator); XIII.D (annual reports); XV.A and B (access); XXII (dispute resolution); XXIII.C - G (stipulated penalties); XXVII (retention and delivery of records); and XXVIII (notices).

Termination of this Consent Decree shall not affect the Covenants

Not to Sue (Sections XXIV and XXV above), including the provisions relating to reopening of this matter contained in Section XXIV.D and E.

XXX.

RETENTION OF JURISDICTION

This Court will retain jurisdiction for the purpose of entering such further orders, direction, and relief as may be necessary or appropriate for the construction or modification (subject to Section XXXI) of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XXII hereof.

XXXI.

MODIFICATION

No material modification shall be made to this Consent Decree without written notification to and written approval of all Parties and the Court, except that modifications that do not affect the rights and obligations of the Mark-Phillip Trust may be made without its consent. The notification required by this Section shall set forth the nature of and reasons for the requested modification. No oral modification of this Consent Decree shall be effective. Modifications that do not materially affect this Consent Decree may be made upon the written consent of all Parties affected by the modifications. Nothing herein shall be deemed to alter the Court's power to supervise or modify this Consent Decree.

XXXII.

PUBLIC COMMENT

Final approval and entry of this Consent Decree are subject to the requirements of Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7.

XXXIII.

SIGNATORIES

A. Each undersigned representative of a party to this Consent Decree certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

B. Each Settler shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under this Consent Decree. Settlers hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure, including service of a summons, and any applicable local rules of this Court.

24

April

SO ORDERED THIS _____ DAY OF _____, 1989.

United States District Judge
District of Massachusetts

[Consent Decree relating to Industri-Plex Site in United States v. Stauffer Chemical Co., et al. (D. Mass.)]

THE UNDERSIGNED PARTIES enter into this Consent Decree relating to the Industri-Plex Superfund Site and submit it to the Court that it may be approved and entered.

FOR THE UNITED STATES OF AMERICA

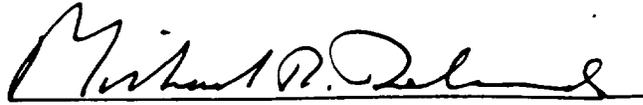
Date: _____

Roger J. Marzulla
Assistant Attorney General
Land and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

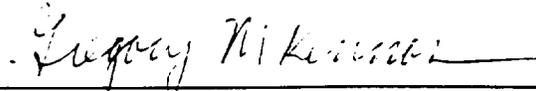
William D. Brighton
Senior Lawyer
Environmental Enforcement Section
Land and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

Thomas L. Adams, Jr.
Assistant Administrator for
Enforcement and Compliance
Monitoring
U.S. Environmental Protection
Agency
401 M Street, S.W.
Washington, D.C. 20460

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]



Michael R. Deland
Regional Administrator, Region I
U.S. Environmental Protection
Agency
JFK Federal Building
Boston, MA 02203



Gregory M. Kennan
Assistant Regional Counsel
U.S. Environmental Protection
Agency, Region I
2203 JFK Federal Building
Boston, MA 02203
(617) 565-3334

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR THE COMMONWEALTH OF MASSACHUSETTS
JAMES M. SHANNON
ATTORNEY GENERAL

Date: December 14, 1988

Madelyn Moris
By Madelyn Moris
Assistant Attorney General
Commonwealth of Massachusetts
One Ashburton Place
Boston, Massachusetts 02108

Daniel S. Greenbaum
Daniel S. Greenbaum, Commissioner
Department of Environmental Quality
Engineering
Commonwealth of Massachusetts
One Winter Street
Boston, Massachusetts 02108

[Consent Decree relating to Industri-Plex Site in United States v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR STAUFFER CHEMICAL COMPANY

Date: 10/28/88

Gary L. Ford,
Assistant Director of Law

Agent Authorized to Accept Service on Behalf of Stauffer Chemical:

Name: Joseph C. Kelly, Esquire
Title: Assistant General Counsel
Address: ICI Americas Inc.
Concord Pike and New Murphy Road
Wilmington, DE 19897

FOR ICI AMERICAN HOLDINGS, INC., AND STAUFFER MANAGEMENT COMPANY

Date: _____

Agent Authorized to Accept Service on Behalf of ICI and Stauffer Management:

Name: _____
Title: _____
Address: _____

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR STAUFFER CHEMICAL COMPANY

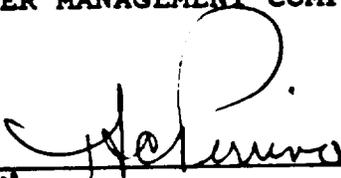
Date: _____

Agent Authorized to Accept Service on Behalf of Stauffer
Chemical:

Name: _____
Title: _____
Address: _____

FOR ICI AMERICAN HOLDINGS INC., AND
STAUFFER MANAGEMENT COMPANY

Date: October 28, 1988

504


Agent Authorized to Accept Service on Behalf of ICI and
Stauffer Management:

Name: Joseph C. Kelly, Esquire
Title: Assistant General Counsel
Address: Concord Pike & New Murphy Rd.
Wilmington, DE 19897

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR MONSANTO COMPANY

Date: October 27, 1988 Thomas H. Zeffere *THZ*

Agent Authorized to Accept Service on Behalf of Monsanto:

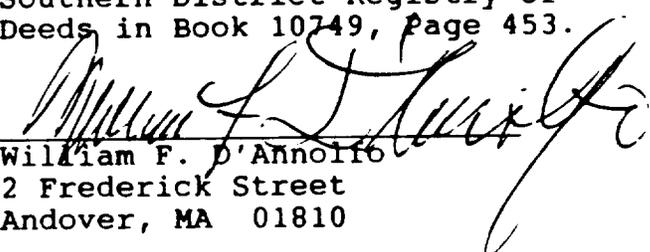
Name: C. T. Corporation
Title: _____
Address: 906 Olive Street
St. Louis, Missouri 63101

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass)]

WILLIAM F. D'ANNOLFO,
individually and as Trustee of
the Mark-Phillip Trust, created
by Declaration of Trust dated
November 4, 1964, and recorded
with the Middlesex County
Southern District Registry of
Deeds in Book 10749, Page 453.

DATE:

Oct 27, 1988


William F. D'Annolfo
2 Frederick Street
Andover, MA 01810

Agent Authorized to Accept Service on Behalf of Mark-Phillip
Trust:

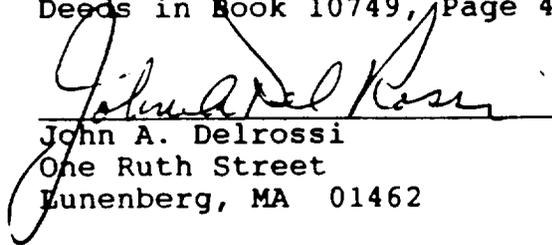
Name: As Stated Above
Title: _____
Address: _____

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass)]

JOHN A. DELROSSI, individually
and as Trustee of the Mark-
Phillip Trust, created by
Declaration of Trust dated
November 4, 1964, and recorded
with the Middlesex County
Southern District Registry of
Deeds in Book 10749, Page 453.

DATE:

October 28, 1988



John A. Delrossi
One Ruth Street
Lunenburg, MA 01462

Agent Authorized to Accept Service on Behalf of Mark-Phillip
Trust:

Name: As Stated Above

Title: _____

Address: _____

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass)]

SHIRLEY J. MARTINEK,
individually and as Trustee of
the Mark-Phillip Trust, created
by Declaration of Trust dated
November 4, 1964, and recorded
with the Middlesex County
Southern District Registry of
Deeds in Book 10749, Page 453.

DATE: October 28, 1988

Shirley J. Martinek
Shirley J. Martinek
9 Victoria Lane
Stoneham, MA 02180

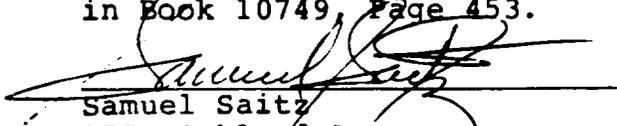
Agent Authorized to Accept Service on Behalf of Mark-Phillip
Trust:

Name: As Stated Above
Title: _____
Address: _____

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass)]

SAMUEL SAITZ,
individually and as former
Trustee of the Mark-Phillip
Trust, created by Declaration
of Trust dated November 4,
1964, and recorded with the
Middlesex County Southern
District Registry of Deeds
in Book 10749, Page 453.

DATE: October 31, 1988



Samuel Saitz
175 Highland Avenue
Needham, MA 02194

Agent Authorized to Accept Service on Behalf of Mark-Phillip
Trust:

Name: SAMUEL SAITZ
Title: _____
Address: 175 Highland Ave
Needham Heights MA
02194

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR BOSTON EDISON COMPANY

Date: October 28, 1988



C. Bruce Damrell
Vice President
Boston Edison Company

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: _____
Title: General Counsel
Address: Boston Edison Company
800 Boylston Street
Boston, MA 02199

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR The Boyd Corporation

Date:

10/26/88

James Boyd

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name:

William Tully

Title:

Operations Manager

Address:

The Boyd Corporation

112 Commerce Way

Woburn, MA 01801

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR Stephen D'Agata Adeline D'Agata

Adeline D'Agata
Stephen D'Agata

Date: October 27, 1988

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Stephen D'Agata
Title: Co-owners
Address: 59 Montvale Road
Woburn,
Mass 01801

ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF REGIONAL COUNSEL

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR Nodraer Realty Trust

Date: 10/27/88

John J. Mulkerin, Trustee
John J. Mulkerin, Trustee

Date: 10/27/88

Mary E. Fitzgerald, Trustee
Mary E. Fitzgerald, Trustee

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: John J. Mulkerin
Title: Trustee
Address: 120 Commerce Way
Woburn, MA 01801

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR Sunder K. Ganglani and Hiro K. Ganglani
130 Commerce Way, Woburn, MA 01801

Date: 10.28.88.

: JK. Ganglani

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

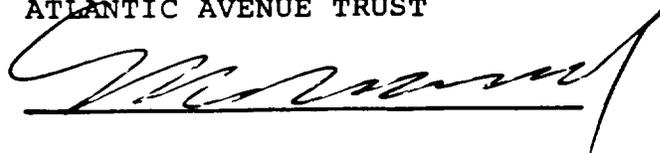
Name: Sunder K. Ganglani
Title: _____
Address: 130 Commerce Way
Woburn, MA 01801

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR MICHAEL A. HOWLAND, INDIVIDUALLY and
MICHAEL A. HOWLAND, TRUSTEE OF
ATLANTIC AVENUE TRUST

Date:

October 28/88



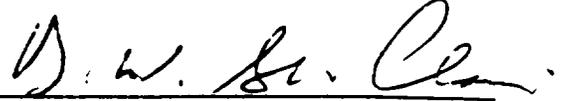
Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Thomas A. Mackie
Title: Attorney at Law
Address: 283 Dartmouth Street
Boston, MA 02116

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

For LIPTON INDUSTRIES, INC.

Date: October 27, 1988



D. W. St. Clair
D. W. St. Clair
Vice President

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

D. W. St. Clair
Vice President
800 Sylvan Avenue
Englewood Cliffs, NJ 07632

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

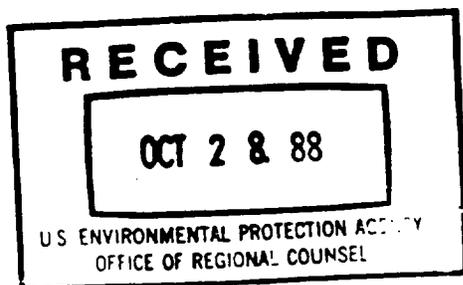
FOR Ronald F. Liss

Date: October 28, 1988

Ronald F. Liss

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Ronald F. Liss
Title: _____
Address: 15 Blueberry Hill Circle
Andover Ma 01810



[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR Massachusetts Bay Transportation Authority

Date: October 28, 1988



Gregory C. Flynn
General Counsel

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Michael J. Grealy
Title: Assistant General Counsel
Address: MBTA, 10 Park Plaza
Boston, MA 02116

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR Aero Realty Trust

223 New Boston St.
Woburn, MA 01801

Date: October 28, 1988

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: _____
Title: _____
Address: _____

Richard G. Mizzoni
Richard G. Mizzoni, Trustee

Metrophane Zayka
Metrophane Zayka, Jr., Trustee

Nicholas Zayka
Nicholas Zayka, Trustee

Peter Zayka
Peter Zayka, Trustee

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR P.X. REALTY TRUST

Date: 10/27/88

Paul O'Neill

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: PAUL X. O'NEILL / EX. REALTY TRUST
Title: TRUSTEE
Address: P.O. BOX 99
HINGHAM 02043

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

PEBCO COMPANY
BOSTON SAFE DEPOSIT AND TRUST COMPANY
FOR TRUSTEE u/a of CHARLES C. GREBERT, TRUST,
GENERAL PARTNER

Date: 10/27/88



Dina G. Cirone, Trust Officer
as trustee aforesaid and not individual.

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Dina G. Cirone
Title: Trust Officer
Address: Boston Safe Deposit and Trust Company
One Boston Place OBVJ
Boston, MA 02106

id
[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR POSITIVE START REALTY, INC.

Date: October 28, 1988

BY: Robert W. DeRosa
President

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Robert W. DeRosa
Title: President, Positive Start Realty, Inc.
Address: 8 Clinton Street
Woburn, MA 01801

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR Augustine P. Sheehy

Date: October 28, 1988

Augustine P. Sheehy

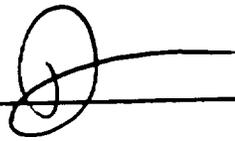
Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: John E. Sheehy, Esq.
Title: Freeley and Feeley
Address: One McKinley Square 6th Floor
Boston, MA 02109
(617) 523-5010

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR PETER J VOLPE, GENERAL MGR
TANPET ASSOCIATES

Date: OCTOBER 23, 1988



Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: PETER J VOLPE
Title: GENERAL MANAGER
Address: TANPET ASSOCIATES
54 EASTERN AVE
MALDEN, MA 02148

[Consent Decree relating to Industri-Plex Site in United States v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR The Welles Company, a
Massachusetts limited
partnership,
Woodcraft Supply Corporation, a
Massachusetts Corporation,
Atlantic Avenue Associates,
Inc., a Massachusetts
Corporation

Date: _____

10/28/88

Rogers Welles

Rogers Welles, President and
General Partner'

Agent Authorized to Accept Service on Behalf of Settler Names
Above:

Name: Rogers Welles
Title: President and General Partner
Address: 201 Fair Way West
Tegucigalpa, FL 33469

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR Winter Hill Storehouse, Inc.

Date: October 28, 1988

Richard D. Bain

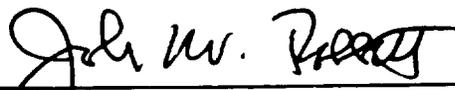
Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Richard D. Bain Winter Hill Storehouse, Inc.
Title: President
Address: 20 Atlantic Ave.
Woburn, MA 01801

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR CITY OF WOBURN

Date: November 1, 1988



John W. Rabbitt, Mayor

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Edward S. Robertson
Title: City Solicitor
Address: City Hall
10 Common Street
Woburn, MA. 01801
Tel: 932-4425

RECEIVED

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