

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF	)	BROWNFIELDS COVENANT
	)	NOT TO SUE AGREEMENT
EVERETT LANDCO, LLC AND THE	)	
MEMBERS/OWNERS OF EVERETT	)	
LANDCO, LLC	)	
	)	
	)	
	)	RTN 3-000310
REMEDICATION AND REDEVELOPMENT OF	)	
EVERETT TERMINAL, EVERETT,	)	
MASSACHUSETTS	)	
	)	

I. STATEMENT OF PURPOSE

A. This Agreement is made and entered into by and between the Office of the Attorney General (the “OAG”) on behalf of the Commonwealth of Massachusetts (the “Commonwealth”), and Everett Landco, LLC, including each of the members/owners of Everett Landco, LLC listed on Exhibit A (collectively, “Owner”). Collectively, the OAG and the Owner are referred to as the “Parties.”

B. This Agreement is entered into pursuant to the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended and codified in Massachusetts General Laws Chapter 21E (“G.L. c. 21E”), and the OAG’s Brownfields Covenant Not to Sue Agreement Regulations at 940 CMR 23.00 (“Brownfields Covenant Regulations”), with reference to the Massachusetts Contingency Plan, 310 CMR 40.0000 (the “MCP”). This Agreement relates to the remediation and redevelopment of the Owner’s property located at 52 Beacham Street, 51 Robin Street, 0 South Tank Farm Road, a strip of land running from the Marine Dock to the South Tank Farm, and 211 Wharf Area in Everett, Massachusetts, as vested in Owner pursuant to a certain deed recorded with Middlesex County (Southern District) Registry of Deeds at Book 82282, Page 66 and filed with the Middlesex South Registry District of the Land Court in Book 1609, Page 89, (the “Property”). Owner intends to construct, own, and operate a mixed-use district at the Property that may include, but is not limited to, multi-family residential, industrial, warehousing/distribution, light assembly, high-tech manufacturing, clean energy technology, life sciences, retail, and office and hotel space (the “Project”). Final local permits and approvals will determine the density of the development, and the use mix may vary over time.

C. The Parties intend to set forth in this Agreement their respective duties, obligations and understanding so that the Project can contribute to the physical and economic revitalization of an area of Everett, Massachusetts. The Parties agree that this Agreement,

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pursuant to G.L. c. 21E, § 3A(j)(3), addresses potential claims by the Commonwealth against Owner and is predicated upon their compliance with the terms and conditions of this Agreement. This Agreement also addresses potential claims brought by third parties for contribution, response action costs, or property damage pursuant to G.L. c. 21E, §§ 4 and 5 or for property damage claims under common law. This Agreement does not, however, address liability arising under contract law.

D. The Parties agree that Owner's ability to complete the Project may be contingent upon independent approval processes of other departments, agencies, and instrumentalities of the federal, state, and local governments. Nothing in this Agreement should be construed as an endorsement by the OAG of the proposed Project for such approval processes. Owner's failure to secure independent governmental approvals for the proposed remediation shall not excuse it from performance of any term or condition of this Agreement.

E. The Commonwealth believes that this Agreement is fair, consistent with G.L. c. 21E, and in the public interest and has entered into this Agreement as part of an effort to commit to the remediation and productive reuse of the Property and to revitalize an area of Everett, Massachusetts.

## II. THE PARTIES

A. The OAG is a duly constituted agency of the Commonwealth of Massachusetts charged with the legal representation of the Commonwealth and maintains offices at One Ashburton Place, Boston, Massachusetts 02108. Included within the OAG's authority is the authority to enter into Brownfields Covenant Not to Sue Agreements pursuant to G.L. c. 21E, § 3A(j)(3).

B. Owner is 1) Everett Landco, LLC, a limited liability company organized under the laws of Delaware and registered to do business in the Commonwealth of Massachusetts; and (2) members/owners of Everett Landco, LLC.

## III. STATEMENT OF FACT AND LAW

A. The Commonwealth enters into this Agreement pursuant to its authority under G.L. c. 21E, § 3A(j)(3) and the Brownfields Covenant Regulations.

B. Unless otherwise expressly provided, terms used in this Agreement that are defined in the Brownfields Covenant Regulations shall have the meaning assigned to them under such regulations. Terms not defined in the Brownfields Covenant Regulations, but defined under G.L. c. 21E and/or the MCP, shall have the meaning assigned to them under G.L. c. 21E and/or the MCP. Terms used in this Agreement that are defined in the Brownfields Covenant Regulations, G.L. c. 21E, or the MCP are capitalized.

C. The Property is a former bulk petroleum storage facility of approximately 100.296 acres, located in Everett, Massachusetts. The Property is comprised of the following parcels, as

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identified in the Plan of Property attached as Exhibit B-1 and further described in paragraph E. below. The Property is generally known and described as following five subareas: 52 Beacham Street (the “North Tank Farm”), 51 Robin Street and 0 South Farm Road (collectively the “South Tank Farm”), 211 Wharf Area (the “Marine Dock”) and a strip of land running from the Marine Dock to the South Tank Farm (the “Corridor”). The two South Tank Farm parcels are bisected by vacant land owned by a third party. The Marine Dock is located on the northern shore of the Mystic River at the junction of the Island End River. The Corridor connects the Marine Dock to the rest of the Property.

D. Over the past one hundred years, former property owners operated the Property as an oil refinery, for asphalt production, and for the bulk storage, marketing, and distribution of petroleum products. Oil refining operations commenced in approximately 1920 and ceased in 1965, at which time processing operations were limited to asphalt production. The asphalt production operations were sold in 2001. From that time until the former owner, Exxon Mobil Corporation, ceased operations in 2022, the Property continued to operate as a bulk storage tank farm facility, storing a variety of finished petroleum products, including gasoline, heating oil, diesel fuel, varsol, kerosene, aviation fuel, asphalt, and other petroleum-based solvents. Due to its historic uses, refining, storing, and distributing petroleum products, the Property is heavily contaminated with oil and with industrial chemicals formerly used in the site operations.

E. Owner acquired the Property on December 5, 2023, pursuant to a deed recorded in the Middlesex District Registry of Deeds on December 6, 2023, at Book 82282, Page 66 and filed with the Middlesex South Registry District of the Land Court in Book 1609, Page 89, as further described in Exhibit B-2 incorporated into this Agreement.

F. On January 15, 1987, the Massachusetts Department of Environmental Protection (“MassDEP”) assigned release tracking number RTN 3-0000310 to certain Releases and/or Threats of Release of Oil and/or Hazardous Materials, as those terms are defined at 310 CMR 40.0006, at the North Tank Farm and South Tank Farm portions of the Property. In November 2004 a Temporary Solution was achieved for this release. The Owner retracted the Temporary Solution Statement on December 5, 2023, and will continue Comprehensive Response Actions at the Site. Since the date the initial release was reported to MassDEP, more than 30 releases of Oil and/or Hazardous Material at the Property were identified and reported to MassDEP and assigned separate release tracking numbers. Some of these releases were subsequently linked to the primary release tracking number, RTN 3-0000310 and some of these releases were closed out with a Permanent Solution. A list of the open release tracking numbers associated with the Property is attached as Exhibit C-1 (the “Open Covered Releases”). A list of the closed release tracking numbers associated with the Property is attached as Exhibit C-2 (the “Closed Covered Releases”). The areas where Oil and Hazardous Material have come to be located as a result of the Open Covered Releases constitutes the “Site,” as that term is defined at G.L. c. 21E, § 2 and 310 CMR 40.0006, for the purposes of this Agreement.

G. The Site currently contains 27 above ground storage tanks in the North Tank Farm, ranging in size from approximately 236,000 gallons to 17,000,000 gallons, as well as

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several smaller tanks and currently contains two above ground storage tanks of approximately 3,200,000 gallons and 4,000,000 gallons and 18 concrete bunker tanks ranging in size from 400,000 to 3,700,000 gallons in the South Tank Farm. Residual oil remains in these tanks. The soil and groundwater at and under the Property and the pipes, drains, and stormwater infrastructure at the Property may have been contaminated by Oil and Hazardous Materials associated with the prior uses of the Property, including (i) crude oil, petroleum, petroleum products, tetraethyllead, synthetic lubricants, asbestos, lead, creosote, arsenic, mercury, volatile organic compounds, metals, PCBs, PAHs, MTBE, LNAPL and other Hazardous Materials released during prior operations at the Property.

H. If any additional releases of Oil and/or Hazardous Materials are identified within or emanating from the existing Site or the Property and MassDEP assigns a new release tracking number to such release or releases, then upon request of the Owner and agreement of the Parties, this Agreement may be amended to add the newly identified release(s).

#### IV. COMMITMENTS AND OBLIGATIONS

In consideration of the representations made and promises exchanged by and between the Parties, each of them covenants and agrees to the terms and conditions that follow.

##### A. REPRESENTATIONS AND COMMITMENTS BY OWNERS

1. Owner, including Everett Landco, LLC and each of the members/owners identified on Exhibit A, represents that:

- a. it is an Eligible Person;
- b. it is not now nor has it ever been previously affiliated with any person having potential liability for the Site pursuant to G.L. c. 21E;
- c. its involvement with the Site has been limited to:
  - i. negotiating the acquisition of the Property from ExxonMobil Corporation;
  - ii. communicating with the Commonwealth and local authorities with respect to the Project; and
  - iii. conducting assessment actions at the Site.
- d. none of its activities has caused or contributed to the Release or Threat of Release of Oil and/or Hazardous Material at the Site under G.L. c. 21E and/or the MCP.

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e. it is not at the time of execution of this Agreement subject to any outstanding administrative or judicial environmental enforcement action arising under any applicable federal, state, or local law or regulation.

2. Owner, including Everett Landco, LLC and each of the members/owners identified on Exhibit A, agrees to the following terms and conditions:

a. Owner intends to construct, own, and operate the Project (as defined in Section I.B. and illustrated in Exhibit D). Once the Owner receives final local permits and approvals, Owner will determine the density of the Project, and the initial mix of uses. The Project's use mix may vary over time as the Project develops.

b. Owner shall achieve and maintain, or arrange for the achievement and maintenance, of a Permanent Solution for the Open Covered Releases at the Site, in accordance with G. L. c. 21E and the MCP, as further described in Exhibit E. Such Permanent Solution may be achieved in phases with each phase separately achieving a Partial Permanent Solution until all Open Covered Releases at the Site are remediated and a Permanent Solution is achieved for the entire Site. If Owner can demonstrate that it cannot achieve a Permanent Solution within the deadlines prescribed at 310 CMR 40.0560 for the Site, pursuant to G. L. c. 21E and the MCP, Owner shall achieve and maintain, or arrange for the achievement and maintenance, of a Temporary Solution or Remedy Operation Status in accordance with G.L. c. 21E and the MCP. If the Site achieves a Temporary Solution or Remedy Operation Status and for so long as the Temporary Solution or Remedy Operation Status remains the remediation status, Owner (or its successors or assigns) shall continue to comply with all requirements of G.L. c. 21E and the MCP, including the achievement of a Permanent Solution when it becomes feasible pursuant to the G.L. c. 21E and the MCP, including, without limitation, 310 CMR 40.0893 and 40.1050.

c. Owner shall cooperate fully with MassDEP and OAG with respect to the Open Covered Releases and Closed Covered Releases at the Property, including, without limitation:

i. providing prompt and reasonable access to the Property to MassDEP for any purpose consistent with G.L. c. 21E and the MCP, and to other persons intending to conduct Response Actions pursuant to G.L. c. 21E and the MCP;

ii. complying with the Release notification provisions established by G.L. c. 21E and the MCP;

iii. responding in a timely manner to any request made by the MassDEP or OAG to produce information as required pursuant to G.L. c. 21E;

iv. taking reasonable steps to prevent the Exposure of people to Oil and/or Hazardous Material, such as by fencing or otherwise preventing access to the Site if appropriate and/or necessary to prevent Exposure or as otherwise required by G.L. c. 21E, the MCP, MassDEP, or a Licensed Site Professional acting on behalf of Owner;

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v. taking reasonable steps to contain any further Release or Threat of Release of Oil and/or Hazardous Material from a structure or container at the Site, upon obtaining knowledge of a Release or Threat of Release of Oil and/or Hazardous Material; and

vi. conducting, or causing to be conducted, Response Actions at the Site in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, the MCP, and any MassDEP approvals, including any such approvals issued pursuant to 310 CMR 40.0560(4)(b).

d. Owner shall ensure that the Property is operated consistently with any Activity and Use Limitation recorded with respect thereto.

e. Owner shall provide a copy of this Agreement to any successors and assigns as well as to any lessees, sub-lessees, licensees, and sub-licensees of Owner's interests in the Property who shall receive the rights and obligations of such Agreement pursuant to Section IV.B.3.

**B. COVENANTS NOT TO SUE BY THE COMMONWEALTH**

**1. Covenant as to Owner**

Pursuant to G.L. c. 21E, § 3A(j)(3), in consideration of the representations and commitments by Owner set forth in Section IV, Paragraph A of this Agreement, and subject to Owner's compliance with the terms and conditions of this Agreement and the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 6, the Commonwealth covenants not to sue Owner, pursuant to G.L. c. 21E, for Response Action costs, contribution, property damage, or injunctive relief or for property damage under the common law, relating to the Open Covered Releases and for natural resource damages only, relating to the Open Covered Releases and the Closed Covered Releases, so long as the Response Actions upon which the Permanent Solution Statement, Temporary Solution Statement, or Remedy Operation Status filed or to be filed with respect to the Open Covered Releases meet the Standard of Care and Owner complies with MassDEP approvals, if such approvals are required, pursuant to 310 CMR 40.0560(4)(b), in effect when the Permanent Solution Statement, Temporary Solution Statement, or Remedy Operation Status was submitted to MassDEP. This Agreement shall not affect any liability established by contract.

**2. Subsequent Owners and/or Operators**

The Commonwealth also covenants not to sue Eligible Persons who first began ownership or operation of the Property subsequent to the effective date of this Agreement ("Subsequent Owners and/or Operators") pursuant to G.L. c. 21E for Response Action costs, contribution, property damage, injunctive relief, or for property damage under the common law

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relating to the Open Covered Releases and for natural resource damages only, relating to the Open Covered Releases and the Closed Covered Releases. The liability relief available to Subsequent Owners and/or Operators shall be subject to (a) the same terms and conditions as those that apply to Owner, and (b) the Subsequent Owner's and/or Operator's covenant not to sue the Commonwealth in Section IV, paragraph C, below.

3. Applicability of the Agreement

This Agreement shall be in effect unless and until the statutory protections available to Owner or Subsequent Owners and/or Operators pursuant to G.L. c. 21E, § 5C are in effect. Protections in this Agreement for claims for natural resource damages shall not be affected if the statutory protections available under G.L. c. 21E, § 5C are in effect. This Agreement is subject to the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 6.

4. Reservations of Rights

The Commonwealth's covenants in this Agreement shall not apply to:

- a. any new Release of Oil and/or Hazardous Material at or from the Property that occurs after the date of execution of this Agreement;
- b. any Release of Oil and/or Hazardous Material that Owner causes, contributes to, or causes to become worse, but if the cause or contribution is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect Owner's liability protection under this Agreement;
- c. any Release of Oil and/or Hazardous Material at the Site that has not been discovered when a Permanent Solution Statement or Temporary Solution Statement is submitted to MassDEP that would have been discovered if an assessment of the releases covered by or addressed in the Permanent Solution Statement or Temporary Solution Statement had been performed consistent with the Standard of Care in effect when such Statement was or will be submitted;
- d. any Release or Threat of Release of Oil and/or Hazardous Material from which there is a new Exposure that results from any action or failure to act by Owner or a Subsequent Owner and/or Operator during Owner's or a Subsequent Owner's and/or Operator's ownership or operation of the Property, but if the action or failure to act is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect Owner's liability protection under this Agreement;

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e. any Release of Oil and/or Hazardous Material not expressly described as one of the Open Covered Releases or as to natural resource damages the Open Covered Releases and Closed Covered Releases; and

f. any claims (i) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material that first begins to occur after the execution of this Agreement, (ii) for exacerbation of injury to, destruction of, or loss of natural resources occurring after the execution of this Agreement, where original injury, destruction or loss of natural resources was due to a Release of Oil and/or Hazardous Material occurring either before or after the execution of this Agreement, (iii) for the costs of any natural resource damage assessment relating to conditions first caused or exacerbated after the execution of this Agreement, and (iv) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material that is not an Open Covered Release or a Closed Covered Release. If, however, injury to, destruction of, or loss of natural resources, or the exacerbation of such conditions, is caused by a Subsequent Owner and/or Operator, this reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect Owner's liability protection.

5. Termination for Cause

a. If the OAG or MassDEP determines that Owner submitted materially false or misleading information as part of its Application to Enter into a Brownfields Covenant Not to Sue Agreement, including Owner's Certification that it is an Eligible Person, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraphs 6 b., c., and d. below. A statement made by Owner regarding the anticipated benefits or impacts of the proposed Project will not be considered false or misleading for purposes of this Subparagraph if the statement was asserted in good faith at the time it was made.

b. In the event that the OAG or MassDEP determines that Owner has violated the terms and conditions of this Agreement, including but not limited to failing to complete the Project, failing to achieve a Permanent Solution, or if applicable, a Temporary Solution or Remedy Operation Status failing to cooperate in the maintenance of a Permanent Solution, Temporary Solution, or Remedy Operation Status at the Site in accordance with G.L. c. 21E and the MCP, or failing to cooperate in arranging a timely response to a Notice of Audit Finding or any other notice requiring additional work to achieve and/or maintain a Permanent Solution, Temporary Solution, or Remedy Operation Status at the Site, the OAG may terminate the liability protection offered by this Agreement as to Owner in accordance with Subparagraph 6.d., below. In the event the liability protection is terminated solely because of a violation by a Subsequent Owner and/or Operator of one or more of the conditions set forth in Section IV.A.2.c.i through Section IV.A.2.c.vi of this Agreement, such termination shall affect the liability protection applicable only to the Subsequent Owner and/or Operator and shall not affect Owner's liability protection.



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c. Before terminating the liability relief provided by this Agreement, the OAG will provide Owner or a Subsequent Owner and/or Operator with written notice of the proposed basis for, and a 60-day opportunity to comment on, the proposed termination. The notice from the OAG shall, if appropriate, provide a reasonable period of time to Owner or a Subsequent Owner and/or Operator to cure an ongoing violation in lieu of termination of the liability relief provided by this Agreement in the sole discretion of the OAG.

d. Termination of liability relief pursuant to this section shall not affect any defense that Owner or a Subsequent Owner and/or Operator might otherwise have pursuant to G.L. c. 21E.

C. COVENANT NOT TO SUE BY OWNER AND ANY SUBSEQUENT OWNER  
AND/OR OPERATOR

1. In consideration of the Commonwealth's covenants not to sue in Section IV, Paragraph B, Owner covenants not to sue and not to assert any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the following matters as they relate to the Site, the Property, or this Agreement:

a. any direct or indirect claims for reimbursement, recovery, injunctive relief, contribution, or equitable share of response costs or for property damage pursuant to G.L. c. 21E in connection with any of the Open Covered Releases or Closed Covered Releases;

b. any claims for "takings" under the Fifth Amendment to the United States Constitution, under the Massachusetts Constitution, or under G.L. c. 79 based on the argument that, with respect to Open Covered Release and Closed Covered Releases, the requirements of Chapter 21E, the MCP, or the requirements of this Agreement constitute a taking;

c. any claims for monetary damages arising out of response actions at the Site and/or the Property;

d. any claims or causes of action for interference with contracts, business relations or economic advantage based upon the conduct of MassDEP pursuant to Chapter 21E prior to the date of this Agreement concerning the Open Covered Releases or Closed Covered Releases; or

e. any claims for costs, attorneys fees, other fees, or expenses incurred in connection with the Open Covered Releases or Closed Covered Releases.

2. Subsequent Owners and/or Operators shall be bound by Owner's covenants in this Paragraph C. In the event that, despite these covenants, a Subsequent Owner

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and/or Operator asserts any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the claims listed in this Paragraph C, such claims and/or causes of action shall have no effect on the rights, benefits, and protections secured under this Agreement for any other entity, including Owner.

**D. PROTECTION FROM THIRD PARTY CLAIMS**

With regard to any Open Covered Releases, so long as the Response Actions upon which the Permanent Solution Statement, Temporary Solution Statement, or Remedy Operation Status relies meets the Standard of Care in effect when it was submitted to MassDEP, Owner and any Subsequent Owner or Operator are entitled to the protection that G.L. c. 21E, § 3A(j)(3), provides from claims for contribution, cost recovery, or equitable share brought by third parties pursuant to G.L. c. 21E, §§ 4 and/or 5, or third party claims brought for property damage claims under common law or G.L. c. 21E, § 5, based solely on the status of Owner and/or any Subsequent Owner or Operator as owner or operator of the Site, provided, however, that Owner has satisfied the notification provisions of G.L. c. 21E, § 3A(j)(3), and 940 CMR 23.04(2).

**E. GENERAL PROVISIONS**

1. This Agreement may be modified only upon the written consent of all Parties. If any additional releases are identified within or emanating from the existing Site or other parcels within the Property owned by the Owner, then upon agreement of the Parties, this Agreement may be amended to add the newly identified release(s) to the Open Covered Releases. If Owner requests such amendment without providing third party notices, then the additional releases shall be covered under this Agreement and Section IV.D, and protection from Third Party Claims shall not apply to those additional releases. The liability protections for the original releases covered by this Agreement shall remain unchanged.

2. If any court of competent jurisdiction finds any term or condition of this Agreement or its application to any person or circumstance unenforceable, the remainder of this Agreement shall not be affected, and each remaining term and provision shall be valid and enforceable to the full extent permitted by law.

3. Each Party warrants and represents to the others that it has the authority to enter into this Agreement and to carry out its terms and conditions.

4. This Agreement may be fully executed by all Parties in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

5. The terms of this Agreement shall be effective as of the date it is fully executed by all Parties.

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IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

ANDREA JOY CAMPBELL  
ATTORNEY GENERAL

By: Nancy E. Harper  
Nancy E. Harper  
Assistant Attorney General  
Chief, Environmental Protection Division  
Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Date: 3/29/24

Everett Landco, LLC

By: [Signature]  
Name: Stephen Davis  
Title: Authorized Signatory  
Date: March 25, 2024


Everett Landco Investor, L.P.

By: Everett Landco GP, LLC


By: [Signature]  
Name: Stephen Davis  
Title: Authorized Signatory  
Date: March 25, 2024

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**Everett Landco GP, LLC**

By:   
Name: Stephen Davis  
Title: Authorized Signatory  
Date: March 25, 2024


**Everett Investor, LLC**

By:   
Name: Stephen Davis  
Title: Authorized Signatory  
Date: March 25, 2024


**DIV VAF V, LLC**

By:   
Name: Stephen Davis  
Title: Authorized Signatory  
Date: March 25, 2024

**DIV Fund V Manager Corp.**

By:   
Name: Stephen Davis  
Title: Authorized Signatory  
Date: March 25, 2024


**DIV Fund V Non-REIT Blocker, LLC**

By:   
Name: Stephen Davis  
Title: Authorized Signatory  
Date: March 25, 2024

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**Davis Investment Ventures Fund V, L.P.**

DIV Fund V GP, LLC

By:   
Name: Stephen Davis  
Title: Authorized Signatory  
Date: March 25, 2024


**Davis Investment Ventures Fund V-A, L.P.**

DIV Fund V GP, LLC

By:   
Name: Stephen Davis  
Title: Authorized Signatory  
Date: March 25, 2024


**Davis Investment Ventures Fund V-B, L.P.**

DIV Fund V GP, LLC

By:   
Name: Stephen Davis  
Title: Authorized Signatory  
Date: March 25, 2024


**Davis Investment Ventures Fund V-C, L.P.**

DIV Fund V GP, LLC

By:   
Name: Stephen Davis  
Title: Authorized Signatory  
Date: March 25, 2024

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**DIV Fund V GP, LLC**

By:   
Name: Stephen Davis  
Title: Authorized Signatory  
Date: March 28, 2024

**Global Everett Landco, LLC**

By: \_\_\_\_\_  
Name: Sean Geary  
Title: Chief Legal Officer  
Date: March 28, 2024

**Global Partners LP**

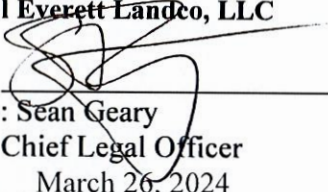
By: \_\_\_\_\_  
Name: Sean Geary  
Title: Chief Legal Officer  
Date: \_\_\_\_\_

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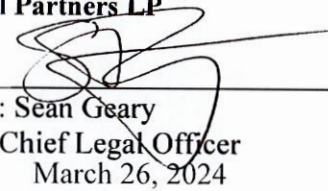
**DIV Fund V GP, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Global ~~Everett Landco~~, LLC**

By:  \_\_\_\_\_  
Name: Sean Geary  
Title: Chief Legal Officer  
Date: March 26, 2024


**Global Partners LP**

By:  \_\_\_\_\_  
Name: Sean Geary  
Title: Chief Legal Officer  
Date: March 26, 2024

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As to protections for Owner from claims for natural resource damages:

COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

By:  \_\_\_\_\_  
Rebecca Tepper  
Secretary of Energy and Environmental Affairs

Date: 4/9/24



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**EXHIBIT A**

**Everett Landco, LLC Members/Owners**

1. Everett Landco Investor, L.P.
2. Everett Landco GP, LLC
3. Everett Investor, LLC
4. DIV VAF V, LLC
5. DIV Fund V Manager Corp
6. DIV Fund V Non-REIT Blocker, LLC
7. Davis Investment Ventures Fund V, L.P.
8. Davis Investment Ventures Fund V-A, L.P.
9. Davis Investment Ventures Fund V-B, L.P.
10. Davis Investment Ventures Fund V-C, L.P.
11. DIV Fund V GP, LLC
12. Global Everett Landco, LLC
13. Global Partners LP

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**EXHIBIT B-1**

**Plan of Property**

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**EXHIBIT B-2**

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### **Legal Description of the Property**

The Property is comprised of two tracts. Tract 1 includes six separate parcels. Tract 2 includes five separate parcels. The legal description of each tract and parcel is provided in the deed recorded in the Middlesex District Registry of Deeds on December 6, 2023, at Book 82282, Page 66 and filed with the Middlesex South Registry District of the Land Court in Book 1609, Page 89.

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**EXHIBIT C**

**Release Tracking Numbers**

## EXHIBIT C-1

### Open Release Tracking Numbers

<b>RTN</b>	<b>Description of Release</b>	<b>Status</b>
3-000310	Primary Release Tracking Number	Class C RAO (Now known as Temporary Solution)
RTNs linked to the Primary RTN: remaining response actions will be managed under Primary RTN to achieve a Permanent Solution:		
3-14406	Elevated lead impacts in surface soils found during the Phase II investigation.	Initial Response Actions completed. Linked to Primary RTN to manage and achieve a Permanent Solution.
3-15382	Localized Release, 20-gallons of kerosene from Tank 184	Initial Response Actions completed. Linked to Primary RTN to manage and achieve a Permanent Solution.
3-17420	Elevated lead impacts in surface soils observed near Mass Pipeline and Tank 120	Initial Response Actions completed. Linked to Primary RTN to manage and achieve a Permanent Solution.
3-19025	Localized release of caloria oil adjacent to Tank 1003 and 195 Area	Initial Response Actions completed. Linked to Primary RTN to manage and achieve a Permanent Solution.
3-20900	Elevated PID results observed in soil during removal of a 4,000-gallon aviation fuel UST	Initial Response Actions completed. Linked to Primary RTN to manage and achieve a Permanent Solution.
3-21029	Release of liquid asphalt to the ground surface	Initial Response Actions completed. Linked to Primary RTN to manage and achieve a Permanent Solution.
3-23175	Release of approximately 400-gallons of gasoline from failed plug at the base on Tank 171	Initial Response Actions completed. Linked to Primary RTN to manage and achieve a Permanent Solution.
3-26783	LNAPL seeps leading to elevated EPH soil results observed adjacent to Bunker Tank 222 retaining wall as part of routine inspections	Initial Response Actions completed. Linked to Primary RTN to manage and achieve a Permanent Solution.
3-27165	LNAPL observed in wells installed associated with ongoing investigation for RTN 3-26783	Initial Response Actions completed. Linked to Primary RTN to manage and achieve a Permanent Solution.
3-30104	LNAPL observed during pipe removal adjacent to Tank 141	Initial Response Actions completed. Linked to Primary RTN to manage and achieve a Permanent Solution.

## EXHIBIT C-2

### Closed Release Tracking Numbers

RTNs with Permanent Solution and Completed URAMs – North/South Tank Farm		
3-26607	Heating oil release from Tank 144 transfer pump	A-1 RAO
3-26905	Petroleum product observed to be discharging from an oil water separator near Tank 134	A-2 RAO
3-27503	URAM – Broken water line repair near dispenser island in Loading Rack area	URAM Completed
3-27729	Estimated less than 10-gallons of gasoline released to surface from transfer pipe that extended through earthen dike adjacent to Tank 142	A-2 RAO
3-28288	URAM – Broken fire hydrant water line repair southeast of Tank 120	URAM Completed
3-30143	During pipeline and UST removal adjacent to vapor recovery unit, PID results were above 100 PPM.	A-1 RAO, remaining impacts associated with Primary RTN
3-30245	Approximately 50-gallon gasoline release into containment structure north of Tank 171/181	A-1 RAO
3-31264	URAM – Hydrostatic testing of natural gas Tennessee Pipeline (not performed by ExxonMobil)	URAM Completed
3-32106	Asbestos insulation separated from pipe	Permanent Solution
3-33227	URAM – Anode installation of natural gas Tennessee Pipeline (not performed by ExxonMobil)	URAM Completed
3-34779	Asbestos insulation separated from pipe observed on top of bunker tank	Permanent Solution
3-35293	URAM – Pipe testing of natural gas Tennessee Pipeline (not performed by ExxonMobil)	URAM Completed
3-35297	Asbestos insulation separated from pipe observed on top of bunker tank	Permanent Solution
3-35415	Asbestos insulation separated from pipe	Permanent Solution
3-36565	Asbestos pipe insulation removal (subject property pipeline).	Permanent Solution
3-37855	10-gallon transformer spill	Permanent Solution



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RTNs with Permanent Solution and Completed URAMs – Pipe Rack		
3-22794	Release of reported 0.28 ft of light non-aqueous phase liquid (LNAPL) detected in a water table monitoring well in the vicinity of the aboveground pipelines. The well was installed by Key Span, Inc. as part of site assessment activities for RTN 3-308.	DPS/Permanent Solution
3-32059	Asbestos insulation separated from pipe	Permanent Solution
3-32060	Asbestos insulation separated from pipe	Permanent Solution
3-35348	Asbestos insulation separated from pipe observed in pipeline corridor	Permanent Solution

RTNs with Permanent Solution and Completed URAMs – Marine Dock		
3-10581	Release of 5 gallons of hexane from an Exxon pipeline to the ground surface.	A-1 RAO
3-20133	Sheen observed within the Mystic River coming from a vessel in the berths (ExxonMobil was not responsible party).	A-1 RAO
3-25942	An unknown quantity of no. 6 fuel oil released from a pipeline into the Mystic River in the vicinity of Berth #4.	A-1 RAO
3-28598	Release of approximately 40-gallons of ethanol into a containment pan at Berth #3.	A-1 RAO
3-29834	Approximately 5 to 10 gallons of gasoline release into a containment structure at Berth #3.	A-1 RAO
3-33196	Limited heating oil release to Mystic River at Berth #3.	Permanent Solution



**EXHIBIT D**  
**Redevelopment Plan**



**EXHIBIT E**  
**Response Action Plan**

Owner plans to implement a Site-wide remedy to achieve a Permanent Solution for RTN 3-0000310 and all linked and open RTNs. Ongoing response actions are being conducted by Owner to support the preparation and submittal of a modified Phase III Remedial Action Plan and a modified Phase IV Remedial Implementation Plan. It is anticipated that both plans will be submitted to MassDEP in mid-2024.

As will be further described in the forthcoming modified Phase III RAP and Phase IV RIP, the planned remedy for the Site involves in-situ fixation of the Site contaminants of concern (COCs), specifically lead and petroleum hydrocarbons. The areas where remedial actions are planned include soil impacted by lead in excess of MCP Method 3 Ceiling Limits (M3CL), soil impacted by petroleum hydrocarbons in excess of MCP M3CL, and areas where there are observations of non-stable LNAPL, which equates to approximately 80,000 cubic yards of soil. Following in-situ fixation, the Site will be capped, as needed, with a combination of imported and Site soil to raise the grade for resiliency and create an incomplete exposure pathway to Site COCs. It is anticipated that as areas are treated and capped, Partial Permanent Solutions with an Activity and Use Limitation (AUL) will be prepared and filed with the MassDEP until a Permanent Solution with AULs will be achieved for the entire Site.