

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF)	BROWNFIELDS COVENANT
)	NOT TO SUE AGREEMENT
)	
FITCHBURG REDEVELOPMENT)	RTN 2-0263
AUTHORITY)	RTN 2-12486
)	RTN 2-12415

I. STATEMENT OF PURPOSE

A. This Brownfields Covenant Not to Sue Agreement (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 the Fitchburg Redevelopment Authority ("FRA") (hereinafter collectively 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, Massachusetts General Laws, Chapter 21E ("G.L. c. 21E") and the Massachusetts Contingency Plan, 310 CMR 40.0000, (the "MCP") and involves the remediation and redevelopment of the former General Electric Company Navy and Small Steam Engine Turbine Plant, 166 Boulder Drive, Fitchburg, MA (the "Fitchburg Project").

C. It is the intent of the Parties entering into this Agreement to set forth herein their respective duties, obligations and understanding so that the Fitchburg Project can contribute to the physical and economic revitalization of an area of Fitchburg, MA. To that end, the Parties hereby agree that this Agreement, pursuant to G.L. c. 21E, §3A(j)(3), addresses potential claims by the Commonwealth as to FRA and is predicated upon FRA's 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 under common law, except for liability arising under a contract. While this Agreement does affect FRA's liability in its own right, it does not affect any derivative liability FRA may have as a result of any contract between FRA and the General Electric Company ("GE").

D. 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 revitalize an area of Fitchburg, MA.

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 200 Portland Street, Boston, Massachusetts. Included within the OAG's authority is the authority to enter into Brownfields Covenants Not to Sue Agreements pursuant to G.L. c. 21E, §3A(j)(3),

which provides liability relief under G.L. c. 21E, as amended, and 940 CMR 23.00: Brownfields Covenants Not to Sue Agreements.

B. FRA is a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the general laws of the Commonwealth of Massachusetts. In accordance with this Agreement, FRA shall undertake the Fitchburg Project as discussed in Section IV, Paragraph A, subparagraph 3.a., below.

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 940 CMR 23.00: Brownfields Covenants Not to Sue Agreements.

B. Unless otherwise expressly provided herein, terms used in this Agreement, which are defined in 940 CMR 23.00, *et seq.*, shall have the meaning assigned to them under such regulations. Terms not defined in 940 CMR 23.00, *et seq.*, but defined elsewhere under G.L. c. 21E and the MCP, shall have the meaning assigned to them under G.L. c. 21E and the MCP.

C. The Fitchburg Project involves approximately 14 acres in Fitchburg, Massachusetts (the "Property"). The Property is located at 166 Boulder Drive in Fitchburg, Massachusetts. It is GE's former Navy and Small Steam Engine Turbine Plant, which operated for approximately 50 years and employed as many as 600 workers until GE closed it in 1998. The Property contains approximately 266,000 sq. ft of building space. The Property is more particularly described in Exhibit 1, attached hereto and incorporated into this Agreement.

D. GE reported three releases of oil and/or hazardous material within the meaning of G.L. c. 21E and the MCP at or from the Property. The Department of Environmental Protection ("DEP") assigned release tracking number ("RTN") 2-0263 (formerly RTN 2-12486) to the releases associated with No. 6 fuel oil and other hazardous material released from an abandoned underground pipeline on the Property. The disposal site boundary for RTN 2-0263 as of December, 1999 is depicted in Exhibit 2, attached hereto and incorporated into this Agreement. DEP also assigned RTN 2-12415 to the release associated with turbine oil. The disposal site boundary for RTN 2-12415 as of December, 1999 is depicted in Exhibit 3, attached hereto and incorporated into this Agreement. For purposes of this Agreement, the releases of oil and/or hazardous material assigned RTN 2-0263 and RTN 2-12415 constitute the "Site."

E. On December 29, 1999, GE transferred the Property to FRA. GE has undertaken investigation and response actions to address releases of oil and/or hazardous material under G.L. c. 21E and the MCP. Under the terms of the Property Transfer Agreement dated December 29, 1999, GE agreed to perform all MCP-related activities necessary to achieve and maintain a Permanent Solution for all oil and hazardous material discovered at the Site as of December 29, 1999, including the performance of response actions to cure problems identified by DEP in the course of its audit, if any, of the Site. The Property Transfer Agreement is attached hereto as

Exhibit 4 and incorporated into this Agreement.

F. On December 14, 1999, GE filed with DEP a Class A-3 Response Action Outcome ("RAO") Statement with respect to RTN 2-0263, formerly RTN 2-12486. On December 29, 1999, GE also filed with DEP a Remedy Operation Status ("ROS") Submittal with respect to RTN 2-12415.

IV. COMMITMENTS AND OBLIGATIONS

NOW THEREFORE, in consideration of the representations made and promises exchanged by and between the Parties, each of them does hereby covenant and agree to the terms and conditions which follow.

A. REPRESENTATIONS AND COMMITMENTS BY FRA

1. FRA represents that it is not at the time of execution of this Agreement a person with potential liability for the Site pursuant to G.L. c. 21E, other than as a current owner of the Property. FRA further represents that it is not now nor has it ever been previously affiliated with any person having such potential liability at the Site, except as set forth below. Thus, FRA represents that it is an Eligible Person. FRA also represents, and, for the purposes of this Agreement, the Commonwealth relies upon those representations, that FRA's involvement with the Site has been limited to the following:

- a. Evaluating the Property for purposes of acquiring the Property;
- b. Negotiating to acquire and acquiring the Property; and
- c. Communicating with the Commonwealth and local authorities with respect to the design and planning of improvement projects and various permitting issues with respect to the Property.

2. FRA represents that none of the activities listed in Section IV, Paragraph A, subparagraph 1 has caused or contributed to the release or threatened release of a oil and/or hazardous material at the Site under G.L. c. 21E:

3. FRA agrees to the following terms and conditions:

- a. FRA shall use best efforts to develop the Fitchburg Project so as to gain private capital investment in excess of \$2 million; create approximately 200 new industrial jobs and approximately 200 office positions; and generate the potential for 400 secondary jobs in the community. The goal is to yield at project completion an incremental annual payroll exceeding \$10 million, as well as increased real estate tax revenues and overall enhancement of the downtown economy.

b. FRA shall either achieve and maintain, or arrange for the achievement and maintenance of, the Permanent Solution and the ROS at the Site in accordance with G.L. c. 21E and the MCP. FRA shall cooperate fully with GE so that GE can operate and maintain the ROS at the Site in accordance with G.L. c. 21E and the MCP.

c. FRA shall cooperate fully with DEP, including, without limitation, providing prompt and reasonable access to the Property to DEP for any purpose consistent with G.L. c. 21E and the MCP.

d. FRA shall comply with the release notification provisions established by G.L. c. 21E and the MCP;

e. FRA shall respond in a reasonably timely manner to any request made by DEP or the OAG to produce information as required pursuant to G.L. c. 21E;

f. To the extent necessary to address a new or unknown release requiring notification to DEP under 310 CMR 40.0300, FRA shall take reasonable steps: (i) to prevent the exposure of people to oil and/or hazardous material by fencing or otherwise preventing access to the Property or portion of the Property under the control of FRA, and (ii) to contain any further release or threat of release of oil and/or hazardous material from a structure or container under the control of FRA, upon obtaining knowledge of a release or threat of release of oil and/or hazardous material; and

g. To the extent FRA conducts response actions at the Site, it shall do so in accordance with the MCP and in accordance with the Standard of Care, as defined in G.L. c. 21E, §2.

4. FRA 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.

B. THE BROWNFIELDS COVENANT NOT TO SUE

1. FRA

In consideration of the Representations and Commitments by FRA set forth in Section IV, Paragraph A of this Agreement, and subject to FRA's compliance with the terms and conditions of this Agreement and the Termination for Cause provisions, described below in Section IV, Paragraph B, subparagraph 4, the Commonwealth covenants not to sue or take administrative action against FRA, pursuant to G.L. c. 21E, for response action costs, contribution, natural resource damages or injunctive relief for the Matters Addressed at the Property Addressed by this Agreement. This Covenant shall vest on the effective date of this Agreement as defined in Section IV, Paragraph D, subparagraph 5. This Agreement shall not

affect any liability established by contract. For purposes of this Agreement, the Property Addressed shall be the Site as defined in Section III, Paragraph D, and the Matters Addressed shall be defined as:

a. those releases of oil and/or hazardous material at the Site which are fully described and delineated in documents on file with DEP which have been relied upon to achieve the RAO and the ROS: (i) the RAO Statement submitted to DEP on December 14, 1999, with respect to RTNs 2-0263 and 2-12486 (the "RAO dated 12/14/99"); and (ii) the Report on Phase III - Identification, Evaluation, and Selection of Comprehensive Remedial Action Alternative, Phase IV - Implementation of the Selected Remedial Action Alternative and Remedy Operation Status Report submitted to DEP on December 29, 1999 (the "Phase III, Phase IV and ROS dated 12/29/99") with respect to RTN 2-12415; so long as the response actions upon which the RAO dated 12/14/99 and the Phase III, Phase IV and ROS dated 12/29/99 rely meet the Standard of Care in effect as of the time of their submittal; and

b. those releases of oil and/or hazardous material at the Site that have not been discovered as of the time of submittal to DEP of the RAO dated 12/14/99 and the Phase III, Phase IV and ROS dated 12/29/99 and, therefore, are not the subject of the RAO dated 12/14/99 and the Phase III, Phase IV and ROS dated 12/29/99, so long as the response actions upon which these submittals rely meet the Standard of Care in effect as of the time of their submittal.

2. Subsequent Owners and/or Operators

The Commonwealth also covenants not to sue or take administrative action against Eligible Persons who are successors, assigns, lessees or licensees of the real property interests of FRA, or who are lessees or licensees of its successors and assigns (hereinafter the "Subsequent Owners and/or Operators") having rights in the Property for which FRA receives a covenant herein, with respect to the Matters Addressed at the Property Addressed, as described in Section IV, Paragraph B, subparagraph I, above. The liability relief available to such Subsequent Owner and/or Operator shall be subject to the same terms and conditions as those that apply to FRA.

3. Reservations of Rights

The Brownfields Covenant Not to Sue shall not apply to the following:

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. For the purposes of this Agreement, wholly passive leaching of oil and/or hazardous material shall not constitute a new release;

b. any release of oil and/or hazardous material which FRA, or any Subsequent Owner and/or Operator, causes or contributes to or causes to become worse than it

otherwise would have been had FRA or any Subsequent Owner and/or Operator not engaged in such activities;

c. any release of oil and/or hazardous material at the Site that has not been discovered as of the time of submittal of the RAO dated 12/14/99 and the Phase III, Phase IV and ROS dated 12/29/99 to DEP that could have been discovered had an assessment of the Property in the RAO dated 12/14/99 and the Phase III, Phase IV and ROS dated 12/29/99 been performed consistent with the Standard of Care, in effect as of the time of their submittal;

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 pursuant to G.L. 21E during FRA's or Subsequent Owners' and/or Operators' ownership or operation of the Property; and

e. any release of oil and/or hazardous material not expressly described in Section IV, Paragraph B, subparagraph 1, above.

4. Termination for Cause

a. In the event that the OAG determines that FRA submitted materially false or misleading information as part of its Application to Enter into a Brownfields Covenant Not to Sue Agreement, the OAG may terminate the liability protection offered by this Agreement in accordance with subparagraph 4.d. of this Section IV, below. A statement made by FRA regarding the anticipated benefits or impacts of the proposed project will not be considered false or misleading for purposes of this subparagraph, if such statement was asserted in good faith at the time it was made.

b. In the event that the OAG determines that FRA or a Subsequent Owner and/or Operator has violated the terms and conditions of this Agreement, the OAG may terminate the liability protection offered by this Agreement in accordance with subparagraph 4.c., below. In the event that the liability protection is terminated solely because of a violation of one or more of the conditions set forth in 940 CMR 23.08(3)(a) through (d) by a Subsequent Owner and/or Operator, such termination shall affect the liability protection applicable only to such Subsequent Owner and/or Operator.

c. Before terminating the liability relief provided by this Agreement, the OAG will provide FRA or a Subsequent Owner and/or Operator, as appropriate, written notice of the proposed basis for, and a 60-day opportunity to comment on, the proposed termination. The notice from the OAG may provide a reasonable period of time for FRA or Subsequent Owner and/or Operator, as appropriate, 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 FRA or Subsequent Owner and/or Operator might otherwise have pursuant to G.L. c. 21E.

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

In consideration of the Brownfields Covenant Not to Sue in Section IV, Paragraph B of this Agreement, FRA or a Subsequent Owner and/or Operator hereby 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 Property or this Agreement, including but not limited to:

1. 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;
2. any claims under the Fifth Amendment to the United States Constitution or under the Massachusetts Constitution for "takings";
3. any claims arising out of response actions at the Property, including claims based on DEP's selection of response actions, oversight of response actions, or approval of plans for such activities;
4. any claims or causes of action for interference with contracts, business relations or economic advantage; or
5. any claims for costs, attorneys fees, other fees or expenses incurred.

D. CONTRIBUTION PROTECTION AND RIGHTS OF AFFECTED THIRD PARTIES

With regard to claims for contribution, cost recovery or equitable share brought by third parties pursuant to G.L. c. 21E, §§ 4 and 5, or third party claims brought pursuant to G.L. c. 21E for property damage claims under common law or G.L. c. 21E, §5, against FRA or Subsequent Owner and/or Operator, based solely on FRA's or Subsequent Owner's and/or Operator's status as owner or operator of the Property, the Commonwealth and FRA agree that FRA or Subsequent Owner and/or Operator are entitled to such protection from such actions or claims as provided by G.L. c. 21E for the Matters Addressed at the Property Addressed; provided, however:

1. that FRA has satisfied the notification provisions of G.L. c. 21E, §3A(j)(3) and 940 CMR 23.06(1);
2. the OAG has made its determination regarding the nature and extent of the opportunity that Affected Third Parties will have to join this Agreement pursuant to 940 CMR

23.06(3); and

3. the OAG has provided Affected Third Parties an appropriate opportunity to join this Agreement pursuant to 940 CMR 23.06(2) and (3).

E. GENERAL PROVISIONS

1. This Agreement may be modified only upon the written consent of all Parties.

2. Should any term or condition of this Agreement or its application to any person or circumstance be found to be unenforceable by any court of competent jurisdiction, 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 in Section IV, Paragraph B, subparagraph 1, with respect to the Covenant Not to Sue, shall be effective as of the date the OAG issues written notice to the Parties that this Agreement has been executed. The OAG's written notice to the Parties with respect to the Covenant Not to Sue will be Exhibit 5, to be attached hereto and incorporated into this Agreement. The terms of this Agreement in Section IV, Paragraph D, with respect to the Contribution Protection and Rights of Affected Third Parties, are subject to the OAG's determination that Affected Third Parties have had an appropriate opportunity to join this Agreement. The OAG may modify or withdraw the provisions in Section IV, Paragraph D regarding the Contribution Protection and Rights of Affected Third Parties if comments received from Affected Third Parties disclose facts or considerations which indicate that such protection is inappropriate, improper or inadequate. The provisions of this Agreement in Section IV, Paragraph D with respect to the Contribution Protection and Rights of Affected Third Parties shall be effective as of the date the OAG issues written notice to the Parties that the OAG has made its determination regarding the nature and extent of the opportunity that Affected Third Parties have had to join this Agreement. The OAG's written notice to the Parties with respect to the Contribution Protection and Rights of Affected Third Parties will be Exhibit 6, to be attached hereto and incorporated into this Agreement.

In the matter of the Fitchburg Redevelopment Authority
Brownfields Covenant not to Sue

IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

BY:



James D.P. Farrell

Assistant Attorney General

Brownfields Unit Chief

Environmental Protection Division

Office of the Attorney General

200 Portland Street

Boston, MA 02114

Date:



In the matter of the Fitchburg Redevelopment Authority
Brownfields Covenant not to Sue

EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS

BY: Bob Durand

Robert Durand
Secretary
Executive Office of Environmental
Affairs
Commonwealth of Massachusetts

Date: 8/1/00

In the matter of the Fitchburg Redevelopment Authority
Brownfields Covenant not to Sue

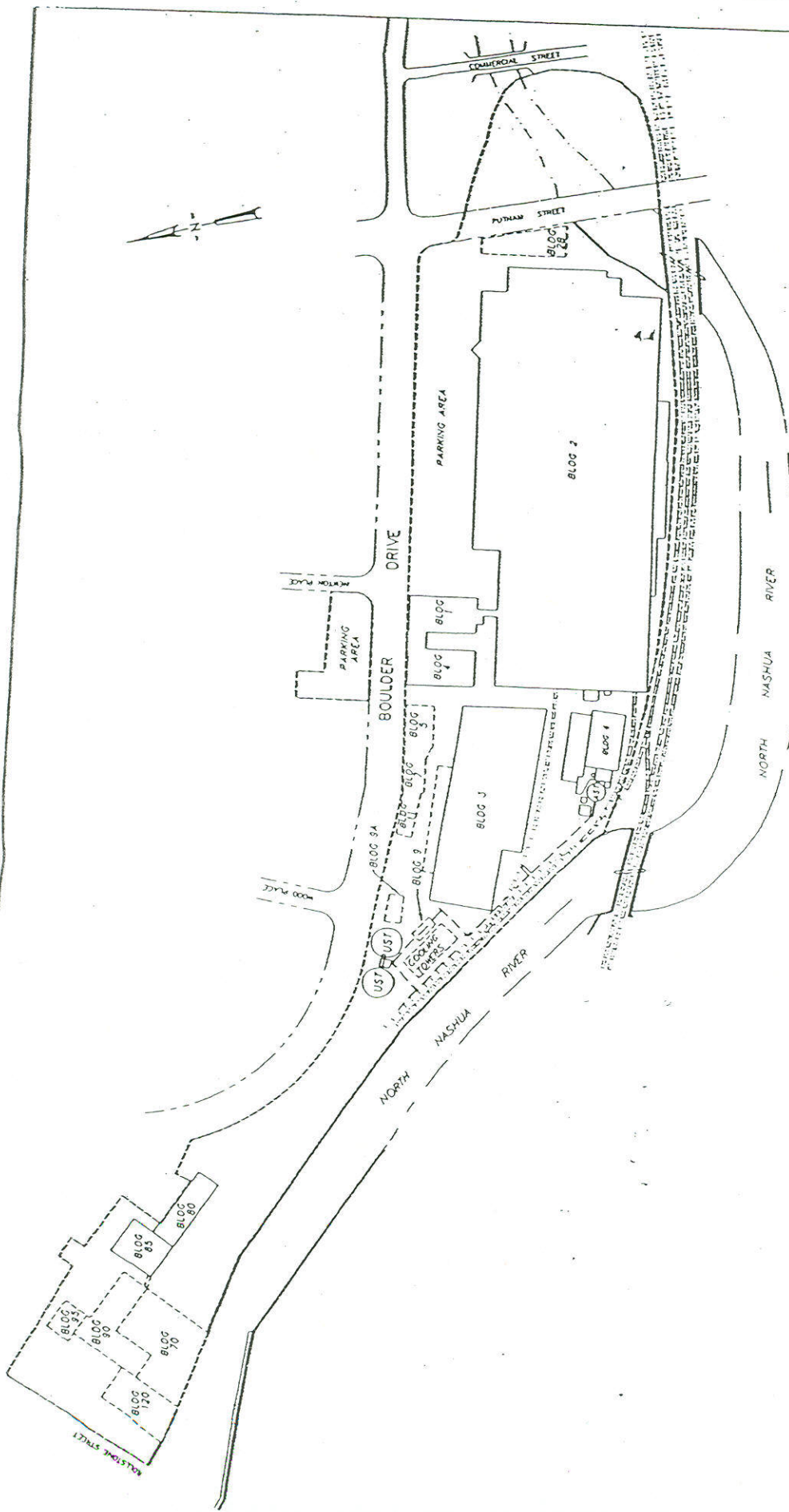
THE FITCHBURG REDEVELOPMENT AUTHORITY

BY: Michael A. Lanava
Michael A. Lanava
Executive Director
Fitchburg Redevelopment Authority
718 Main Street
Fitchburg, MA 01420

Date: July 12, 2000

EXHIBIT 1

EXHIBIT 2



- LEGEND:**
- RELEASE TRACKING NUMBER 2-026J DISPOSAL
 - SITE BOUNDARY
 - FORMER LOCATION OF DEMOLISHED BUILDING
 - FORMER LOCATION OF REMOVED UNDERGROUND NO. 6 FUEL OIL PIPELINE

STAYVA'S ADDRESS
 Environmental
 Engineering
 Environmental
 Solutions

SITE PLAN

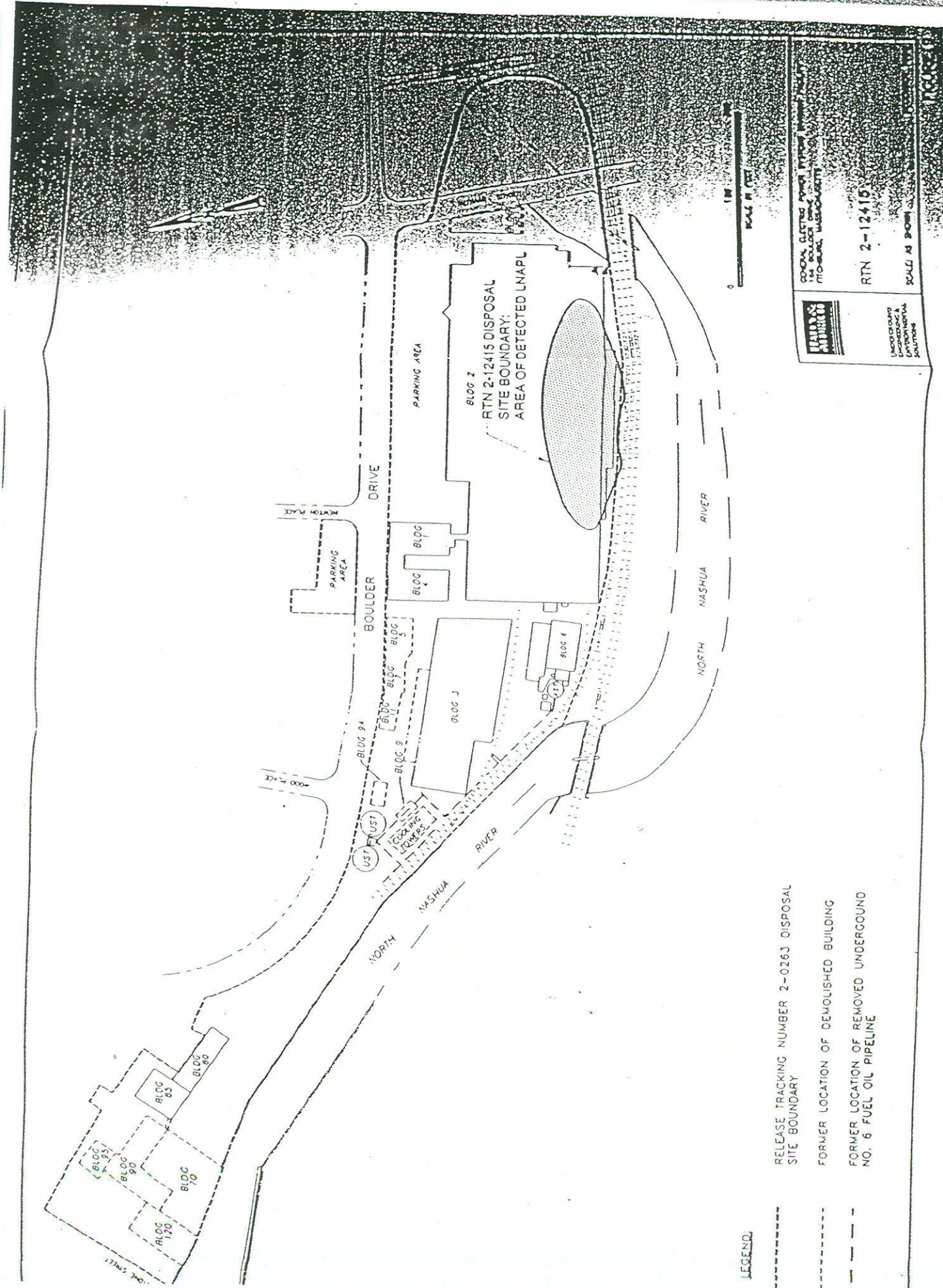
GENERAL ELECTRIC POWER SYSTEMS DIVISION FACILITY
 166 BOULDER DRIVE
 PITTSBURGH, MASSACHUSETTS

SCALE AS SHOWN

OCTOBER 1999

FIGURE 2

EXHIBIT 3



LEGEND:

- RELEASE TRACKING NUMBER 2-0263 DISPOSAL SITE BOUNDARY
- FORMER LOCATION OF DEMOLISHED BUILDING
- FORMER LOCATION OF REMOVED UNDERGROUND NO. 6 FUEL OIL PIPELINE



COOK, CLIFFS AND PETERSON
14 SOUTH MAIN STREET
MIDDLEBURY, VERMONT 05753

RTN 2-12415

Environmental Engineering & Construction Solutions

SCALE AS SHOWN

EXHIBIT 4

lh

Initials

Initials

December 29, 1999

**PROPERTY TRANSFER AND
ECONOMIC DEVELOPMENT AGREEMENT**

I. Introduction and Purpose.

General Electric Company ("GE"), a corporation incorporated in the State of New York and the Fitchburg Redevelopment Authority ("FRA"), a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts (each a "Party" and collectively the "Parties"), enter into this Property Transfer and Economic Development Agreement (this "Agreement") with the mutual interest of promoting the economic redevelopment of, and setting forth the terms for the transfer of the Property (defined below).

On February 9, 1999, the Parties and the City of Fitchburg (the "City") entered into an agreement (the "Term Sheet") to establish guidelines and understandings for the mutual interest of promoting the economic redevelopment of that industrial site owned by GE in Fitchburg, Massachusetts more particularly described on Attachment A hereto together with all rights, licenses, and easements appurtenant thereto. The Term Sheet established a working set of principles as the basis for the conveyance of the Property; however, this Agreement supersedes the terms and provisions of the Term Sheet and all previous writings and oral discussions between the Parties concerning the Property. The Parties believe that the activities outlined in this Agreement, along with their good faith efforts to implement the same, will rejuvenate a portion of Fitchburg by creating a pleasant work and commercial environment that will attract businesses and increase employment in Fitchburg. The Parties view such redevelopment as being mutually beneficial. Based on these common goals, the Parties agree to the following:

II. Transfer of Property.

A. Property Description.

1. The property, as more fully described on Attachment A (the "Property"), and any buildings, structures and improvements now or hereafter located on the property (the buildings and such other structures and improvements being hereinafter collectively called the "Improvements"), together with all easements, licenses, rights-of-way, and other appurtenant rights used or connected with the beneficial use or enjoyment of the Property and/or the Improvements, and all of GE's right, title and interest in and to all streets, water courses or water bodies adjacent to, abutting or serving the Property (the Property and

December 29, 1999



Initials

Initials

the Improvements and all such other rights being hereinafter collectively called the "Real Property");

2. All machinery, apparatus, appliances, chattels, equipment, furniture, fittings, fixtures, tools, supplies and all other articles of personal property of every kind and nature whatsoever owned by GE and located as of the date of execution of this Agreement in or upon the Real Property including, without limitation, those items on Attachment B hereto and used or useable in connection with any present or future use, operation, and occupation of the Real Property (collectively, the "Tangible Personal Property"); and

3. All of GE's right, title and interest in and to all service, repair, maintenance, management, and operation warranties which relate to or affect the use, operation and/or enjoyment of the Real Property or the Tangible Personal Property, if any.

The Deeds (hereafter defined) to the Real Property shall convey all of GE's right, title and interest to the Real Property as well as to any and all easements and rights appurtenant thereto.

B. Property Plan.

The Real Property is depicted on a plan entitled: "Plan of Land in Fitchburg, Massachusetts. Owned by: General Electric Company. Dated: December 9, 1999 Scale: 1" = 60' Bradford Saivetz + Associates, Inc. Braintree, Mass." showing the Real Property and the buildings thereon (the "Survey").

C. The Transfer

1. The Real Property shall be transferred to FRÁ for One Dollar and other consideration further described in this Agreement. The transfer of title to the Real Property shall occur on December 29, 1999, at 11:00 a.m. (the "Transfer Date") at the offices of Bowditch & Dewey located in Framingham, Massachusetts (the "Transfer").

2. If at the time of the Transfer, GE fails or is unable to convey good, clear and marketable title to the Real Property, or to make conveyance of the Real or Tangible Personal Property, or to deliver possession of the Real Property free and clear of all tenants and occupants as required herein, or perform all of the other obligations set forth in Section III.A. herein, or if at the time of the Transfer the Real Property does not otherwise conform with the provisions hereof, GE shall use reasonable efforts to remove any defects in title, or to deliver possession, or to make the Real Property conform, or take any other actions necessary


Initials

Initials

December 29, 1999

to satisfy such obligations, as the case may be. If the foregoing are not accomplished by the Transfer Date, the Transfer shall be deemed extended for an additional 30 days.

D. Title; Encumbrances.

All of GE's title to the Real Property shall be transferred by delivery of good and sufficient Massachusetts quitclaim deeds covering that portion of the Real Property with title registered with the Massachusetts Land Court and covering that portion of the Real Property that is not registered, (the "Deeds") running to FRA, accompanied by original corporate secretary's certificates and other evidence of GE's corporate authority necessary to file the Deeds for the registered land in the Worcester County North Division of the Land Court, and to record the Deeds for the unregistered land in the Worcester County North Registry of Deeds. The Deeds must convey good and clear record and marketable title to the Real Property, free from encumbrances, except:

- a. provisions of building, environmental, zoning and other land use laws;
- b. any municipal taxes for the then current and future tax periods not yet due and payable on the date of the delivery of the Deeds;
- c. any liens for betterment assessments imposed after the date of this Agreement;
- d. the Activity and Use Limitations set forth in Attachment C hereto; and
- e. matters of record in the Worcester County North Registry of Deeds or the Worcester County North Division of the Land Court affecting the Real Property or matters shown on the Survey.

Title to the Tangible Personal Property and Warranties shall be conveyed by an Assignment of Interests with quitclaim covenants.

III. Conditions to Transfer.

A. On the Transfer Date GE shall deliver full possession of the Property to FRA. The Property shall be:

- 1. in the same condition as on the last date of inspection of the Real Property and Tangible Personal Property by FRA excepting only (i) reasonable use and wear


Initials

Initials

and (ii) damage by fire or other insured casualty not exceeding \$25,000 in cost to repair (a "Minor Insured Casualty");

2. in compliance with all instruments set forth in Section. II.D. of this Agreement; and

3. free and clear of all tenants and occupants.

If a Minor Insured Casualty occurs prior to the Transfer, at the Transfer GE must pay FRA the insurance proceeds. Except as provided above and in Sections V. and VI. of this Agreement, concerning GE's obligations to complete the remedial process set forth in the MCP (as hereinafter defined) the Property will be delivered in "AS-IS" condition.

B. In addition to the Deeds and Seller's corporate authorizations, GE shall execute and/or deliver at the time of Transfer the following:

1. a non-foreign person affidavit under section 1445 of the Internal Revenue Code ("IRC");

2. a 1099-S Statement as required by the IRC;

3. an acknowledgment in the deeds that this is not the sale of all or substantially all of the assets of GE in Massachusetts or, if it is, then a Waiver of Corporate Excise Tax Lien from the Massachusetts Department of Revenue;

4. Assignment of Interests;

5. the Memorandum of Gift; and

6. the keys to the Improvements.

C. GE shall deliver at the Transfer a cashiers check in the amount of \$750,000 payable to FRA.

D. On or before the Transfer Date, GE shall file with the Massachusetts Department of Environmental Protection ("MADEP"), with copies to the FRA, a Response Action Outcome ("RAO") or Remedy Operation Status ("ROS") Statement for all "disposal sites" which individually or collectively constitute the entire Property.


Initials

Initials

E. On or before the Transfer Date, GE shall deliver the studies, information, reports, analyses and/or programs relating to the presence of oil or hazardous wastes, hazardous substances or hazardous materials, as defined in federal and Massachusetts law ("Hazardous Substances") on, at, or emanating from the Property (the "Environmental Conditions"), including but not limited to information regarding asbestos in or removed from the Improvements, or the testing for, investigation of or remediation of Hazardous Substances at or from the Property as described on Attachment D.

F. On the Transfer Date, GE shall obtain a pollution liability insurance policy, or a binder, for such policy, which shall affirmatively provide coverage to GE for claims for bodily injury, property damage, and governmental claims with respect to the known and unknown Environmental Conditions associated with the Property, and so-called "cost cap" protection with respect to the remediation of the disposal sites, in the amount of at least ten million dollars (\$10,000,000), with a deductible of no more than one hundred thousand dollars (\$100,000) effective as of the Transfer Date, which policy shall name FRA as an Additional Insured. Under such policy, FRA shall be entitled to make direct claims against the policy for defense and indemnification without any action or consent by GE. Said policy shall be maintained in effect for a period of ten (10) years. FRA shall be responsible for paying the premium for such pollution liability insurance policy. In the event that the premium for said policy is retroactively adjusted to reduce the cost of the insurance, any refunds or credits for the premium payment shall be reimbursed to FRA in accordance with the provisions of Section V.A.3. of this Agreement.

IV. Representations and Warranties.

A. GE makes the following representations and warranties, which shall be true and correct as of the date hereof and as of the Transfer Date and, except as expressly provided herein, shall continue in full force and effect after the transfer of the Property to the FRA, and shall survive the delivery of the Deeds and any and all other documents transferring title to the FRA.

1. GE is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, and that it has full corporate authority to enter into this Agreement and to transfer the Real Property and Tangible Personal Property and to perform all of its obligations and agreements set forth in this Agreement.

2. There is no action or investigation pending or, to the best knowledge and belief of GE, threatened, anticipated or contemplated (nor, to the knowledge of GE, is there any reasonable basis therefor) against or affecting the Real Property or GE before any



Initials

December 29, 1999

Initials

governmental authority which could prevent or hinder the consummation of the transaction contemplated hereby or which in any single case or in the aggregate might result in any material adverse change in use, condition or operation of the Real Property.

3. Prior to the date of the Survey, GE demolished and removed the foundations of certain buildings on the Property and, at its own expense, restored and refurbished certain buildings on the Property that are identified on the Property Plan.

4. GE represents and warrants that it has disclosed relevant information in its possession, as listed on Attachment D hereto, with respect to Hazardous Substances at the Real Property, including but not limited to all relevant sampling results of building interiors and exteriors, soils and groundwater obtained from the Real Property.


5. GE represents and warrants that, as of the Transfer Date, GE and its agents have filed the reports listed pursuant to the applicable requirements of the Massachusetts Contingency Plan ("MCP") with respect to the Real Property.

B. FRA makes the following representations and warranties which shall be true and correct as of the date hereof and as of the Transfer Date and shall remain in full force and effect after the transfer of the Real Property to the FRA and shall survive delivery of the Deeds and any and all other documents transferring title to the Real Property to FRA.:

1. FRA has full authority to enter into this Agreement, to accept the transfer of the Real Property and to perform all of its obligations and agreements set forth in this Agreement, including, without limitation, the authority to:

- a. obtain property through purchase or gift;
- b. to the extent authorized by law, indemnify GE as set forth herein;
- c. issue bonds or notes to raise funds;
- d. redevelop the Real Property; and
- e. lease or sell the Real Property for reuse.

2. The execution, delivery and performance by the FRA of this Agreement and the documents to which the FRA shall be a party do not and will not contravene any provision of (a) the FRA's organizational documents or any agreement to which the FRA is a party, or (b) any present judgment, order, decree, writ or injunction applicable to the FRA.


Initials

Initials

V. Covenants.

The Parties hereto expressly agree and acknowledge that the following covenants shall survive the delivery of the Deeds and are intended to remain in full force and effect after the Transfer Date.

A. GE covenants as follows:

1. GE shall perform at its own expense all MCP-related activities necessary to achieve and maintain a Permanent Solution, as defined in the MCP, for all Hazardous Substances discovered to date on the Real Property, including the performance of any obligations required by the MADEP as a result of its audit to determine compliance with the MCP.

2. GE shall repair, at GE's sole expense, any damage to the Real Property directly caused by the performance of any activities, including but not limited to all MCP-related activities by GE, its agents, employees, independent contractors or representatives, after the transfer of the Real Property, promptly after completing the same. GE agrees to defend, hold harmless and indemnify FRA, and FRA only, from and against any and all damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs but not including consequential damages) arising out of any activities by GE after transfer of the Real Property unless caused by the negligence or willful misconduct of FRA or any of FRA's employees, agents, contractors, representatives, tenants, officers, directors, successors or assigns. Prior to any entry on the Real Property, GE shall deliver to FRA insurance certificates demonstrating to FRA's reasonable satisfaction that the persons and organizations which will perform any work are adequately covered by workmen's compensation and public liability insurance naming FRA as an additional insured.

B. FRA covenants as follows:

1. FRA shall provide to GE and GE's contractors and representatives reasonable access to the Real Property after transfer as needed to address issues associated with the Real Property including, without limitation, maintaining or conducting investigative or response activities relative to the testing for the presence or remediation of Hazardous Substances pursuant to the MCP. In exercising its access rights under this Agreement, GE


Initials

Initials

shall endeavor not to interfere with the quiet enjoyment of the Real Property, to the extent consistent with GE's obligations.

2. FRA shall provide to the United States and the Commonwealth of Massachusetts and their contractors and representatives access to the Real Property to the same extent GE would be required to provide such access had the Real Property not been transferred to FRA.

3. FRA shall be entitled to sell all or any portion of the Real Property or to transfer a leasehold interest in all or any portion of the Real Property, provided that FRA shall notify each such buyer and transferee or tenant of the existence and provisions of this Agreement and shall provide a copy of this Agreement to each such buyer and transferee or tenant, and provided further that FRA shall include as a condition in any purchase and sale agreement, which condition shall survive the transfer of title thereunder, or any lease a requirement that the buyer and transferee or tenant agrees to abide by all existing Activity and Use Limitations and the access provisions set forth above. FRA's obligations to indemnify GE and all other obligations set forth herein shall survive any such subsequent transfer.

4. FRA shall include as a condition in any purchase and sale agreement, which condition shall survive the transfer of title thereunder, or any lease, a requirement that each buyer and transferee or lessee grant GE a covenant not to sue or bring any further action and release GE fully from all claims, causes of action, damage, injunctive relief, or other remedies, whether at law or in equity, that a buyer and transferee or lessee has or will ever have against GE with respect to or arising from the transportation, storage, use, treatment, disposal, or arrangement for disposal of any hazardous substance, pollutant or contaminant (as defined under federal or state law) at the Real Property, except (1) as such claims are reserved by applications of the Indemnification provided to the FRA by GE or (2) in connection with any claims by the FRA arising out of a breach of GE's representations and warranties herein.

5. FRA shall pay GE's premium for pollution liability insurance, with FRA named as an additional insured.

6. FRA shall maintain the Real Property in accordance with the Activity and Use Limitations and any other restrictions recorded with the Deeds or any subsequent modification thereof.

7. Effective upon the Transfer Date, FRA covenants not to sue and releases GE from all claims, causes of action, damage, injunctive relief, or other remedies, whether at law or in equity, that the FRA has or will ever have against GE with respect to or arising from



Initials

Initials

the transportation, storage, use, treatment, disposal, or arrangement for disposal of any Hazardous Substance, at the Real Property on or before the Transfer Date, except (1) as such claims are reserved by application of the indemnifications provided to the FRA by GE in Section VII. below, or (2) in connection with any claims by the FRA arising out of a breach of GE's representations and warranties and covenants pursuant to Sections IV. and V. herein.

VI. Indemnifications.

The following obligations of the Parties shall remain in full force and effect after the delivery of the Deeds and the transfer of the Property AND SHALL SURVIVE the Transfer Date:

A. GE.

1. Pursuant to this Agreement, GE shall at, from and after the Transfer Date, be responsible for performing all MCP-related activities necessary to achieve a Permanent Solution, and performing all obligations required by the MADEP as a result of its audit of any ROS or RAO for the Real Property or portion thereof related to the Hazardous Substances identified in the enclosed reports, including but not limited to performance of those remediation activities described in the documents listed in Attachment D hereto. GE shall, on and after the Transfer Date, indemnify and hold FRA harmless against any and all losses, costs, expenses, damages or claims out of or in connection with GE's acts, omissions or obligations to perform said MCP-related activities or responses to an MADEP audit.

2. GE shall, on and after the Transfer Date, indemnify and hold FRA harmless from and against any and all losses, costs, expenses, damages or claims arising out of or in connection with personal injuries or harm resulting from any exposure to Hazardous Substances at, on, in or emanating from the Real Property occurring before the Transfer Date.

3. GE shall, on and after the Transfer Date, indemnify and hold FRA harmless from and against any and all losses, costs, expenses, damages or claims arising out of or in connection with the application of the discovery rule to a claimant injured before the Transfer Date and any claims made by GE's employees or former employees, agents, or former agents, for any acts or failures to act, or claims of which GE is aware or should have been aware of before the Transfer Date.

B. FRA.

FRA shall defend, indemnify and hold GE harmless from and against any and all losses, costs, damages or claims, up to an aggregate limit of \$10,000,000, with respect to the


Initials

Initials

following matters, provided such losses, costs, damages or claims arise and are asserted after the Transfer Date and to the extent that such losses, costs, damages or claims are covered by the pollution liability insurance policy obtained by GE in accordance with this agreement, except that any deductible under said policy shall be paid by the FRA:

1. tort liability associated with FRA's (or its successor's(s')) ownership, use, or occupancy of the Real Property including, without limitation, liability from exposure to any Hazardous Substances during use, ingress to, or egress from the Real Property. Notwithstanding the foregoing, FRA shall not be liable for claims arising after the delivery of the Deeds because of the application of the discovery rule to a claimant injured before the transfer. FRA shall not be liable for, nor indemnify nor release GE from any claims raised by GE's employees or former employees, agents, or former agents, for any acts or failures to act, or claims, of which GE is aware or, by conducting reasonable due diligence, should have been aware before the Transfer;

2. damage to any remedy or other work performed by GE to remediate the hazardous conditions on the Real Property, actually caused by the interference by FRA or a third party not controlled or invited on or otherwise allowed to enter the Property by GE;

3. the imposition of new environmental regulations by a Governmental Authority after the issuance of the RAO Statements ("RAOS") for the Permanent Solution for all portions of the Real Property by GE, to the extent that such claims are covered by the so-called "cost cap" provisions of GE's pollution liability insurance policy, except for those responsibilities identified by the MADEP in connection with its audit of the remediation of the Property, which pursuant to Sections V. and VI. above, remain the responsibility of GE; and

4. claims asserted against GE for bodily injury or property damage suffered or incurred as a result of the off-site migration of Hazardous Substances from the Property.

VII. Dispute Resolution.

A. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes between the Parties. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise.

B. Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between the Director of FRA and GE Power System's General Manager, Environment Health & Safety, as the case may be, who shall use


Initials

Initials

their respective best efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other Parties a written notice of dispute or fails to perform its obligations hereunder on the date of the Transfer. The period for informal negotiations shall not exceed 30 days unless otherwise agreed in writing by the Parties.

C. In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding paragraph of this Section, the Parties involved in the dispute agree to submit the dispute to mediation. Within 14 days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall submit the dispute to mediation administered by the American Arbitration Association. The period for mediation shall commence upon the appointment of the mediator and shall not exceed 60 days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The Parties will bear their own costs of the mediation, except that GE shall pay for the time and expenses of the mediator. The Parties agree that all mediated discussions shall remain confidential.

D. In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, they shall consider but not be required to use binding arbitration. In the event that the Parties cannot resolve a dispute by any of the foregoing methods, and choose not to utilize binding arbitration, then venue for judicial enforcement shall be the Worcester County Superior Court or the Federal District Court of Massachusetts. Notwithstanding the foregoing, injunctive relief may be sought without resorting to negotiation, mediation or other form of alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

VIII. Miscellaneous.

A. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts except to the extent federal law applies and shall take effect as a sealed instrument.

B. All notices given hereunder shall be in writing and addressed to the Parties at the following addresses:

EXECUTION COPY

December 29, 1999


Initials

Initials

Seller: GENERAL ELECTRIC COMPANY
Power Systems
1 River Road
Schenectady, NY 12345

Attn: Richard Lubert, General Manager,
Environment, Health and Safety
General Electric Company
1 River Road
Schenectady, NY 12345

with a copy to: James Sevinsky, Esq.
General Electric Company
Power Systems
1 River Road
Schenectady, NY 12345

Buyer: FITCHBURG REDEVELOPMENT AUTHORITY
718 Main Street
Fitchburg, Massachusetts 01420
Attn: Michael Lanava, Executive Director

with a copy to: Nutter, McClennen & Fish, LLP
One International Place
Boston, Massachusetts 02110
Attn: Michael A. Leon, Esq.

Notices shall be sent either by hand delivery; recognized overnight courier such as Federal Express; or by registered or certified mail, postage prepaid, return receipt requested. If sent by hand delivery, notice shall be deemed given upon receipt. If sent by overnight courier, notice shall be deemed given one business day after deposit with such courier, marked for next business day delivery. If sent by registered or certified mail, notice shall be deemed given three days after deposit with the United States Postal Service.

C. This Agreement sets forth the entire agreement between the Parties, binds and inures to the benefit of their respective successors and assigns and may be canceled, modified or amended only by a written instrument signed by all the Parties hereto.

RL
Initials

Initials

D. FRA shall pay the full amount of all documentary, stamp or other taxes required in connection with the recording of the Deeds to be delivered hereunder.

E. GE and the FRA represent and warrant to each other that neither has dealt with any real estate agent or broker, and was not called to the attention of the other as a result of any services or facilities of any such real estate agent or broker. GE and the FRA shall indemnify, exonerate and hold the other harmless from and against any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against the other as a result of the other's breach of this warranty. The provisions of this Section shall survive delivery of the deed hereunder.

F. The acceptance of the deed by the FRA shall be deemed to be a full performance and discharge of every agreement and obligation of GE herein contained and expressed, except such as are, by the terms hereof, to survive, or to be performed after, the delivery of said deed.

G. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

Executed by the parties hereto as an instrument under seal as of December 29, 1999.

GENERAL ELECTRIC COMPANY

By: Richard Lubert
Richard Lubert, General Manager,
duly authorized

Date: 12/29/99

FITCHBURG REDEVELOPMENT AUTHORITY

By: _____
Michael Lanava, Executive Director,
duly authorized

Date: _____
12-23-99 v 6.wpd

EXECUTION COPY

December 29, 1999

Initials

Initials

List of Attachments

- A. Property Description**
- B. List of Personal Property**
- C. AULs**
- D. List of Environmental Reports.**

Initials
Initials**ATTACHMENT D****Fitchburg Document List**

72-Hour & 120 Release Notification Forms, dated October 15, 1998

RTN 2-0263

- Tighe & Bond, *Phase I Report*, dated August 6, 1991
- TRC, *Waiver Application*, dated September 1993, as amended November 1993
- Haley & Aldrich, *Tier II Extension Submittal (RTN2-0263)*, dated November 16, 1998
- Dames & Moore, *Phase II Comprehensive Site Assessment Scope of Work (RTN 2-0263 & 2-12486)*, dated January 12, 1999
- Dames & Moore, *Phase II Comprehensive Site Assessment Report (RTN 2-0263 & 2-12486)*, dated July 16, 1999
- Haley & Aldrich, *Report on Method 3 Risk Characterization (RTN 2-0263 & 2-12486)*, dated July 16, 1999
- Haley & Aldrich, *Release Abatement Measure Plan (RTN 2-0263)*, dated February 10, 1999
- Haley & Aldrich, *Release Abatement Measure Status Report (RTN 2-0263)*, dated June 11, 1999 JHZ@haleyaldrich.com
- Haley & Aldrich, *Release Abatement Measure Completion Report (RTN 2-0263)*, dated September 17, 1999
- Haley & Aldrich, *Release Abatement Measure Plan (RTN 2-0263)*, dated May 17, 1999
- Haley & Aldrich, *Release Abatement Measure Status Report (RTN 2-0263)*, dated September 16, 1999
- Haley & Aldrich, *Report on Class A-3 Response Action Outcome Statement (RTN 2-0263)*, dated December 14 1999
- Haley & Aldrich, *Release Abatement Measure Plan (RTN 2-12486)*, July 19, 1999, as amended August 6, 1999
- Haley & Aldrich, *Release Abatement Measure Completion Report (RTN 2-0263 formerly RTN 2-12486)*, dated November 18, 1999

RTN 2-12415

- Dames & Moore, *Immediate Response Plan (RTN 2-12415)*, dated November 16, 1998
- Dames & Moore, *Status Report – Immediate Response Action (RTN 2-12415)*, dated January 21, 1999
- Dames & Moore, *Turbine Oil Immediate Response Action Completion Report (RTN 2-12415)*, dated June 24, 1999
- Dames & Moore, *Phase I Initial Site Investigation and Phase II Comprehensive Site Assessment Report (RTN 2-12415)*, dated August 20, 1999
- Dames & Moore, *Release Abatement Measure Plan (RTN 2-12415)*, dated September 10, 1999
- Haley & Aldrich, *Release Abatement Measure Completion Report (RTN 2-12415)*, dated December 1999
- Haley & Aldrich, *Remedy Operation Status Submittal (RTN 2-12415)*, dated December 1999

Asbestos / D&D Reports

- H+GCL, Inc., *Investigative Survey Report for Asbestos Containing Material*, dated September 23, 1992
- BB&L, Inc., *Facility Decommissioning and Building Demolition Summary Report*, dated December 1999


Initials

Initials

PROPERTY TRANSFER AND
ECONOMIC DEVELOPMENT AGREEMENT

I. Introduction and Purpose.

General Electric Company ("GE"), a corporation incorporated in the State of New York and the Fitchburg Redevelopment Authority ("FRA"), a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts (each a "Party" and collectively the "Parties"), enter into this Property Transfer and Economic Development Agreement (this "Agreement") with the mutual interest of promoting the economic redevelopment of, and setting forth the terms for the transfer of the Property (defined below).

On February 9, 1999, the Parties and the City of Fitchburg (the "City") entered into an agreement (the "Term Sheet") to establish guidelines and understandings for the mutual interest of promoting the economic redevelopment of that industrial site owned by GE in Fitchburg, Massachusetts more particularly described on Attachment A hereto together with all rights, licenses, and easements appurtenant thereto. The Term Sheet established a working set of principles as the basis for the conveyance of the Property; however, this Agreement supersedes the terms and provisions of the Term Sheet and all previous writings and oral discussions between the Parties concerning the Property. The Parties believe that the activities outlined in this Agreement, along with their good faith efforts to implement the same, will rejuvenate a portion of Fitchburg by creating a pleasant work and commercial environment that will attract businesses and increase employment in Fitchburg. The Parties view such redevelopment as being mutually beneficial. Based on these common goals, the Parties agree to the following:

II. Transfer of Property.

A. Property Description.

1. The property, as more fully described on Attachment A (the "Property"), and any buildings, structures and improvements now or hereafter located on the property (the buildings and such other structures and improvements being hereinafter collectively called the "Improvements"), together with all easements, licenses, rights-of-way, and other appurtenant rights used or connected with the beneficial use or enjoyment of the Property and/or



 Initials Initials

the Improvements, and all of GE's right, title and interest in and to all streets, water courses or water bodies adjacent to, abutting or serving the Property (the Property and the Improvements and all such other rights being hereinafter collectively called the "Real Property");

2. All machinery, apparatus, appliances, chattels, equipment, furniture, fittings, fixtures, tools, supplies and all other articles of personal property of every kind and nature whatsoever owned by GE and located as of the date of execution of this Agreement in or upon the Real Property including, without limitation, those items on Attachment B hereto and used or useable in connection with any present or future use, operation, and occupation of the Real Property (collectively, the "Tangible Personal Property"); and

3. All of GE's right, title and interest in and to all service, repair, maintenance, management, and operation warranties which relate to or affect the use, operation and/or enjoyment of the Real Property or the Tangible Personal Property, if any.

The Deeds (hereafter defined) to the Real Property shall convey all of GE's right, title and interest to the Real Property as well as to any and all easements and rights appurtenant thereto.

B. Property Plan.

The Real Property is depicted on a plan entitled: "Plan of Land in Fitchburg, Massachusetts. Owned by: General Electric Company. Dated: December 9, 1999 Scale: 1"=60' Bradford Saivetz + Associates, Inc. Braintree, Mass." showing the Real Property and the buildings thereon (the "Survey").

C. The Transfer

1. The Real Property shall be transferred to FRA for One Dollar and other consideration further described in this Agreement. The transfer of title to the Real Property shall occur on December 29, 1999, at 11:00 a.m. (the "Transfer Date") at the offices of Bowditch & Dewey located in Framingham, Massachusetts (the "Transfer").

2. If at the time of the Transfer, GE fails or is unable to convey good, clear and marketable title to the Real Property, or to make conveyance of the Real or Tangible Personal Property, or to deliver possession of the Real Property free and clear of all tenants and occupants as required herein, or

December 29, 1999



Initials

Initials

perform all of the other obligations set forth in Section III.A. herein, or if at the time of the Transfer the Real Property does not otherwise conform with the provisions hereof, GE shall use reasonable efforts to remove any defects in title, or to deliver possession, or to make the Real Property conform, or take any other actions necessary to satisfy such obligations, as the case may be. If the foregoing are not accomplished by the Transfer Date, the Transfer shall be deemed extended for an additional 30 days.

D. Title; Encumbrances.

All of GE's title to the Real Property shall be transferred by delivery of good and sufficient Massachusetts quitclaim deeds covering that portion of the Real Property with title registered with the Massachusetts Land Court and covering that portion of the Real Property that is not registered, (the "Deeds") running to FRA, accompanied by original corporate secretary's certificates and other evidence of GE's corporate authority necessary to file the Deeds for the registered land in the Worcester County North Division of the Land Court, and to record the Deeds for the unregistered land in the Worcester County North Registry of Deeds. The Deeds must convey good and clear record and marketable title to the Real Property, free from encumbrances, except:

- a. provisions of building, environmental, zoning and other land use laws;
- b. any municipal taxes for the then current and future tax periods not yet due and payable on the date of the delivery of the Deeds;
- c. any liens for betterment assessments imposed after the date of this Agreement;
- d. the Activity and Use Limitations set forth in Attachment C hereto; and
- e. matters of record in the Worcester County North Registry of Deeds or the Worcester County North Division of the Land Court affecting the Real Property or matters shown on the Survey.

Title to the Tangible Personal Property and Warranties shall be conveyed by an Assignment of Interests with quitclaim covenants.


Initials

Initials

C. GE shall deliver at the Transfer a cashiers check in the amount of \$750,000 payable to FRA.

D. On or before the Transfer Date, GE shall file with the Massachusetts Department of Environmental Protection ("MADEP"), with copies to the FRA, a Response Action Outcome ("RAO") or Remedy Operation Status ("ROS") Statement for all "disposal sites" which individually or collectively constitute the entire Property.

E. On or before the Transfer Date, GE shall deliver the studies, information, reports, analyses and/or programs relating to the presence of oil or hazardous wastes, hazardous substances or hazardous materials, as defined in federal and Massachusetts law ("Hazardous Substances") on, at, or emanating from the Property (the "Environmental Conditions"), including but not limited to information regarding asbestos in or removed from the Improvements, or the testing for, investigation of or remediation of Hazardous Substances at or from the Property as described on Attachment D.

F. On the Transfer Date, GE shall obtain a pollution liability insurance policy, or a binder, for such policy, which shall affirmatively provide coverage to GE for claims for bodily injury, property damage, and governmental claims with respect to the known and unknown Environmental Conditions associated with the Property, and so-called "cost cap" protection with respect to the remediation of the disposal sites, in the amount of at least ten million dollars (\$10,000,000), with a deductible of no more than one hundred thousand dollars (\$100,000) effective as of the Transfer Date, which policy shall name FRA as an Additional Insured. Under such policy, FRA shall be entitled to make direct claims against the policy for defense and indemnification without any action or consent by GE. Said policy shall be maintained in effect for a period of ten (10) years. FRA shall be responsible for paying the premium for such pollution liability insurance policy. In the event that the premium for said policy is retroactively adjusted to reduce the cost of the insurance, any refunds or credits for the premium payment shall be reimbursed to FRA in accordance with the provisions of Section V.A.3. of this Agreement.

IV. Representations and Warranties.

A. GE makes the following representations and warranties, which shall be true and correct as of the date hereof and as of the Transfer Date and, except as expressly provided herein, shall continue in full force and effect after the transfer of the

ML _____
Initials Initials

Property to the FRA, and shall survive the delivery of the Deeds and any and all other documents transferring title to the FRA.

1. GE is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, and that it has full corporate authority to enter into this Agreement and to transfer the Real Property and Tangible Personal Property and to perform all of its obligations and agreements set forth in this Agreement.

2. There is no action or investigation pending or, to the best knowledge and belief of GE, threatened, anticipated or contemplated (nor, to the knowledge of GE, is there any reasonable basis therefor) against or affecting the Real Property or GE before any governmental authority which could prevent or hinder the consummation of the transaction contemplated hereby or which in any single case or in the aggregate might result in any material adverse change in use, condition or operation of the Real Property.

3. Prior to the date of the Survey, GE demolished and removed the foundations of certain buildings on the Property and, at its own expense, restored and refurbished certain buildings on the Property that are identified on the Property Plan.

4. GE represents and warrants that it has disclosed relevant information in its possession, as listed on Attachment D hereto, with respect to Hazardous Substances at the Real Property, including but not limited to all relevant sampling results of building interiors and exteriors, soils and groundwater obtained from the Real Property.

5. GE represents and warrants that, as of the Transfer Date, GE and its agents have filed the reports listed pursuant to the applicable requirements of the Massachusetts Contingency Plan ("MCP") with respect to the Real Property.



Initials

Initials

B. FRA makes the following representations and warranties which shall be true and correct as of the date hereof and as of the Transfer Date and shall remain in full force and effect after the transfer of the Real Property to the FRA and shall survive delivery of the Deeds and any and all other documents transferring title to the Real Property to FRA.:

1. FRA has full authority to enter into this Agreement, to accept the transfer of the Real Property and to perform all of its obligations and agreements set forth in this Agreement, including, without limitation, the authority to:

- a. obtain property through purchase or gift;
- b. to the extent authorized by law, indemnify GE as set forth herein;
- c. issue bonds or notes to raise funds;
- d. redevelop the Real Property; and
- e. lease or sell the Real Property for reuse.

2. The execution, delivery and performance by the FRA of this Agreement and the documents to which the FRA shall be a party do not and will not contravene any provision of (a) the FRA's organizational documents or any agreement to which the FRA is a party, or (b) any present judgment, order, decree, writ or injunction applicable to the FRA.

V. Covenants.

The Parties hereto expressly agree and acknowledge that the following covenants shall survive the delivery of the Deeds and are intended to remain in full force and effect after the Transfer Date.

A. GE covenants as follows:

1. GE shall perform at its own expense all MCP-related activities necessary to achieve and maintain a Permanent Solution, as defined in the MCP, for all Hazardous Substances discovered to date on the Real Property, including the performance of any obligations required by the MADEP as a result of its audit to determine compliance with the MCP.



Initials

Initials

2. GE shall repair, at GE's sole expense, any damage to the Real Property directly caused by the performance of any activities, including but not limited to all MCP-related activities by GE, its agents, employees, independent contractors or representatives, after the transfer of the Real Property, promptly after completing the same. GE agrees to defend, hold harmless and indemnify FRA, and FRA only, from and against any and all damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs but not including consequential damages) arising out of any activities by GE after transfer of the Real Property unless caused by the negligence or willful misconduct of FRA or any of FRA's employees, agents, contractors, representatives, tenants, officers, directors, successors or assigns. Prior to any entry on the Real Property, GE shall deliver to FRA insurance certificates demonstrating to FRA's reasonable satisfaction that the persons and organizations which will perform any work are adequately covered by workmen's compensation and public liability insurance naming FRA as an additional insured.

B. FRA covenants as follows:

1. FRA shall provide to GE and GE's contractors and representatives reasonable access to the Real Property after transfer as needed to address issues associated with the Real Property including, without limitation, maintaining or conducting investigative or response activities relative to the testing for the presence or remediation of Hazardous Substances pursuant to the MCP. In exercising its access rights under this Agreement, GE shall endeavor not to interfere with the quiet enjoyment of the Real Property, to the extent consistent with GE's obligations.

2. FRA shall provide to the United States and the Commonwealth of Massachusetts and their contractors and representatives access to the Real Property to the same extent GE would be required to provide such access had the Real Property not been transferred to FRA.

3. FRA shall be entitled to sell all or any portion of the Real Property or to transfer a leasehold interest in all or any portion of the Real Property, provided that FRA shall notify each such buyer and transferee or tenant of the existence and provisions of this Agreement and shall provide a copy of this Agreement to each such buyer and transferee or tenant, and


Initials

Initials

provided further that FRA shall include as a condition in any purchase and sale agreement, which condition shall survive the transfer of title thereunder, or any lease a requirement that the buyer and transferee or tenant agrees to abide by all existing Activity and Use Limitations and the access provisions set forth above. FRA's obligations to indemnify GE and all other obligations set forth herein shall survive any such subsequent transfer.

4. FRA shall include as a condition in any purchase and sale agreement, which condition shall survive the transfer of title thereunder, or any lease, a requirement that each buyer and transferee or lessee grant GE a covenant not to sue or bring any further action and release GE fully from all claims, causes of action, damage, injunctive relief, or other remedies, whether at law or in equity, that a buyer and transferee or lessee has or will ever have against GE with respect to or arising from the transportation, storage, use, treatment, disposal, or arrangement for disposal of any hazardous substance, pollutant or contaminant (as defined under federal or state law) at the Real Property, except (1) as such claims are reserved by applications of the Indemnification provided to the FRA by GE or (2) in connection with any claims by the FRA arising out of a breach of GE's representations and warranties herein.

5. FRA shall pay GE's premium for pollution liability insurance, with FRA named as an additional insured.

6. FRA shall maintain the Real Property in accordance with the Activity and Use Limitations and any other restrictions recorded with the Deeds or any subsequent modification thereof.

7. Effective upon the Transfer Date, FRA covenants not to sue and releases GE from all claims, causes of action, damage, injunctive relief, or other remedies, whether at law or in equity, that the FRA has or will ever have against GE with respect to or arising from the transportation, storage, use, treatment, disposal, or arrangement for disposal of any Hazardous Substance, at the Real Property on or before the Transfer Date, except (1) as such claims are reserved by application of the indemnifications provided to the FRA by GE in Section VII. below, or (2) in connection with any claims by the FRA arising out of a breach of GE's representations and warranties and covenants pursuant to Sections IV. and V. herein.

VI. Indemnifications.


Initials

Initials

The following obligations of the Parties shall remain in full force and effect after the delivery of the Deeds and the transfer of the Property AND SHALL SURVIVE the Transfer Date:

A. GE.

1. Pursuant to this Agreement, GE shall at, from and after the Transfer Date, be responsible for performing all MCP-related activities necessary to achieve a Permanent Solution, and performing all obligations required by the MADEP as a result of its audit of any ROS or RAO for the Real Property or portion thereof related to the Hazardous Substances identified in the enclosed reports, including but not limited to performance of those remediation activities described in the documents listed in Attachment D hereto. GE shall, on and after the Transfer Date, indemnify and hold FRA harmless against any and all losses, costs, expenses, damages or claims out of or in connection with GE's acts, omissions or obligations to perform said MCP-related activities or responses to an MADEP audit.

2. GE shall, on and after the Transfer Date, indemnify and hold FRA harmless from and against any and all losses, costs, expenses, damages or claims arising out of or in connection with personal injuries or harm resulting from any exposure to Hazardous Substances at, on, in or emanating from the Real Property occurring before the Transfer Date.

3. GE shall, on and after the Transfer Date, indemnify and hold FRA harmless from and against any and all losses, costs, expenses, damages or claims arising out of or in connection with the application of the discovery rule to a claimant injured before the Transfer Date and any claims made by GE's employees or former employees; agents, or former agents, for any acts or failures to act, or claims of which GE is aware or should have been aware of before the Transfer Date.

B. FRA.

FRA shall defend, indemnify and hold GE harmless from and against any and all losses, costs, damages or claims, up to an aggregate limit of \$10,000,000, with respect to the following matters, provided such losses, costs, damages or claims arise and are asserted after the Transfer Date and to the extent that such losses, costs, damages or claims are covered by the pollution liability insurance policy obtained by GE in accordance with this agreement, except that any deductible under said policy shall be paid by the FRA:


Initials

Initials

1. tort liability associated with FRA's (or its successor's(s')) ownership, use, or occupancy of the Real Property including, without limitation, liability from exposure to any Hazardous Substances during use, ingress to, or egress from the Real Property. Notwithstanding the foregoing, FRA shall not be liable for claims arising after the delivery of the Deeds because of the application of the discovery rule to a claimant injured before the transfer. FRA shall not be liable for, nor indemnify nor release GE from any claims raised by GE's employees or former employees, agents, or former agents, for any acts or failures to act, or claims, of which GE is aware or, by conducting reasonable due diligence, should have been aware before the Transfer;

2. damage to any remedy or other work performed by GE to remediate the hazardous conditions on the Real Property, actually caused by the interference by FRA or a third party not controlled or invited on or otherwise allowed to enter the Property by GE;

3. the imposition of new environmental regulations by a Governmental Authority after the issuance of the RAO Statements ("RAOS") for the Permanent Solution for all portions of the Real Property by GE, to the extent that such claims are covered by the so-called "cost cap" provisions of GE's pollution liability insurance policy, except for those responsibilities identified by the MADEP in connection with its audit of the remediation of the Property, which pursuant to Sections V. and VI. above, remain the responsibility of GE; and

4. claims asserted against GE for bodily injury or property damage suffered or incurred as a result of the off-site migration of Hazardous Substances from the Property.

VII. Dispute Resolution.

A. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes between the Parties. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise.

B. Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between the Director of FRA and GE Power System's General Manager, Environment Health & Safety, as the case may be, who shall use their respective best efforts to resolve such dispute. The dispute shall be considered to have

MS
Initials

Initials

arisen when one Party sends the other Parties a written notice of dispute or fails to perform its obligations hereunder on the date of the Transfer. The period for informal negotiations shall not exceed 30 days unless otherwise agreed in writing by the Parties.

C. In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding paragraph of this Section, the Parties involved in the dispute agree to submit the dispute to mediation. Within 14 days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall submit the dispute to mediation administered by the American Arbitration Association. The period for mediation shall commence upon the appointment of the mediator and shall not exceed 60 days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The Parties will bear their own costs of the mediation, except that GE shall pay for the time and expenses of the mediator. The Parties agree that all mediated discussions shall remain confidential.

D. In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, they shall consider but not be required to use binding arbitration. In the event that the Parties cannot resolve a dispute by any of the foregoing methods, and choose not to utilize binding arbitration, then venue for judicial enforcement shall be the Worcester County Superior Court or the Federal District Court of Massachusetts. Notwithstanding the foregoing, injunctive relief may be sought without resorting to negotiation, mediation or other form of alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

VIII. Miscellaneous.

A. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts except to the extent federal law applies and shall take effect as a sealed instrument.

B. All notices given hereunder shall be in writing and addressed to the Parties at the following addresses:

EXECUTION COPY

December 29, 1999



Initials

Initials

Seller: GENERAL ELECTRIC COMPANY
Power Systems
1 River Road
Schenectady, NY 12345

Attn: Richard Lubert, General Manager,
Environment, Health and Safety
General Electric Company
1 River Road
Schenectady, NY 12345

with a James Sevinsky, Esq.
copy to: General Electric Company
Power Systems
1 River Road
Schenectady, NY 12345

Buyer: FITCHBURG REDEVELOPMENT AUTHORITY
718 Main Street
Fitchburg, Massachusetts 01420
Attn: Michael Lanava, Executive Director

with a Nutter, McClennen & Fish, LLP
copy to: One International Place
Boston, Massachusetts 02110
Attn: Michael A. Leon, Esq.

Notices shall be sent either by hand delivery; recognized overnight courier such as Federal Express; or by registered or certified mail, postage prepaid, return receipt requested. If sent by hand delivery, notice shall be deemed given upon receipt. If sent by overnight courier, notice shall be deemed given one business day after deposit with such courier, marked for next business day delivery. If sent by registered or certified mail, notice shall be deemed given three days after deposit with the United States Postal Service.

C. This Agreement sets forth the entire agreement between the Parties, binds and inures to the benefit of their respective successors and assigns and may be canceled, modified or amended only by a written instrument signed by all the Parties hereto.

EXECUTION COPY

December 29, 1999

ML
Initials

Initials

D. FRA shall pay the full amount of all documentary, stamp or other taxes required in connection with the recording of the Deeds to be delivered hereunder.

E. GE and the FRA represent and warrant to each other that neither has dealt with any real estate agent or broker, and was not called to the attention of the other as a result of any services or facilities of any such real estate agent or broker. GE and the FRA shall indemnify, exonerate and hold the other harmless from and against any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against the other as a result of the other's breach of this warranty. The provisions of this Section shall survive delivery of the deed hereunder.

F. The acceptance of the deed by the FRA shall be deemed to be a full performance and discharge of every agreement and obligation of GE herein contained and expressed, except such as are, by the terms hereof, to survive, or to be performed after, the delivery of said deed.

G. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

Executed by the parties hereto as an instrument under seal as of December 29, 1999.

GENERAL ELECTRIC COMPANY

By: _____
Richard Lubert, General Manager,
duly authorized

Date: _____

FITCHBURG REDEVELOPMENT AUTHORITY

By: Michael Lanava
Michael Lanava, Executive Director,
duly authorized

EXECUTION COPY

ML
Initials

Initials

December 29, 1999

Date: _____
12-23-99 v 6.wpd

EXECUTION COPY

ML
Initials

Initials

December 29, 1999

List of Attachments

- A. Property Description**
- B. List of Personal Property**
- C. AULs**
- D. List of Environmental Reports.**

ML _____
Initials Initials

ATTACHMENT D

Fitchburg Document List

72-Hour & 120 Release Notification Forms, dated October 15, 1998

RTN 2-0263

- Tighe & Bond, *Phase I Report*, dated August 6, 1991
- TRC, *Waiver Application*, dated September 1993, as amended November 1993
- Haley & Aldrich, *Tier II Extension Submittal (RTN2-0263)*, dated November 16, 1998
- Dames & Moore, *Phase II Comprehensive Site Assessment Scope of Work (RTN 2-0263 & 2-12486)*, dated January 12, 1999
- Dames & Moore, *Phase II Comprehensive Site Assessment Report (RTN 2-0263 & 2-12486)*, dated July 16, 1999
- Haley & Aldrich, *Report on Method 3 Risk Characterization (RTN 2-0263 & 2-12486)*, dated July 16, 1999
- Haley & Aldrich, *Release Abatement Measure Plan (RTN 2-0263)*, dated February 10, 1999
- Haley & Aldrich, *Release Abatement Measure Status Report (RTN 2-0263)*, dated June 11, 1999JHZ@haleyaldrich.com
- Haley & Aldrich, *Release Abatement Measure Completion Report (RTN 2-0263)*, dated September 17, 1999
- Haley & Aldrich, *Release Abatement Measure Plan (RTN 2-0263)*, dated May 17, 1999
- Haley & Aldrich, *Release Abatement Measure Status Report (RTN 2-0263)*, dated September 16, 1999
- Haley & Aldrich, *Report on Class A-3 Response Action Outcome Statement (RTN 2-0263)*, dated December 14 1999
- Haley & Aldrich, *Release Abatement Measure Plan (RTN 2-12486)*, July 19, 1999, as amended August 6, 1999
- Haley & Aldrich, *Release Abatement Measure Completion Report (RTN 2-0263 formerly RTN 2-12486)*, dated November 18, 1999

RTN 2-12415

- Dames & Moore, *Immediate Response Plan (RTN 2-12415)*, dated November 16, 1998
- Dames & Moore, *Status Report - Immediate Response Action (RTN 2-12415)*, dated January 21, 1999
- Dames & Moore, *Turbine Oil Immediate Response Action Completion Report (RTN 2-12415)*, dated June 24, 1999
- Dames & Moore, *Phase I Initial Site Investigation and Phase II Comprehensive Site Assessment Report (RTN 2-12415)*, dated August 20, 1999
- Dames & Moore, *Release Abatement Measure Plan (RTN 2-12415)*, dated September 10, 1999
- Haley & Aldrich, *Release Abatement Measure Completion Report (RTN 2-12415)*, dated December 1999
- Haley & Aldrich, *Remedy Operation Status Submittal (RTN 2-12415)*, dated December 1999

Asbestos / D&D Reports

- H+GCL, Inc., *Investigative Survey Report for Asbestos Containing Material*, dated September 23, 1992
- BB&L, Inc., *Facility Decommissioning and Building Demolition Summary Report*, dated December 1999

EXHIBIT 5



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

200 PORTLAND STREET
BOSTON, MASSACHUSETTS 02114

TOM REILLY
ATTORNEY GENERAL

(617) 727-2200

August 4, 2000

Michael Lanava
Executive Director
Fitchburg Redevelopment Authority
166 Boulder Drive
Fitchburg, Massachusetts 01420

Re: Brownfields Covenant Not to Sue Agreement

Dear Mr. Lanava:

Pursuant to Section IV, Paragraph E, subparagraph 5 of the Brownfields Covenant Not to Sue Agreement involving the Fitchburg Redevelopment Authority's ("FRA") redevelopment project located at 166 Boulder Drive, Fitchburg, MA, this letter serves to provide written notice to the Parties that the Agreement has been executed and the Covenant Not to Sue, as set forth in Section IV, Paragraph B, subparagraph 1, is in effect, subject to the terms and conditions of the Agreement.

A copy of this letter will be attached to the Agreement as Exhibit 5.

Sincerely,


James D.P. Farrell

Assistant Attorney General
Brownfields Unit Chief

cc Gary Gill-Austern
Secretary Robert Durand
Thomas LaRosa, EOE
Catherine Finneran, DEP

EXHIBIT 6



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

200 PORTLAND STREET
BOSTON, MASSACHUSETTS 02114

TOM REILLY
ATTORNEY GENERAL

(617) 727-2200

August 4, 2000

Michael Lanava
Executive Director
Fitchburg Redevelopment Authority
166 Boulder Drive
Fitchburg, Massachusetts 01420

Re: Brownfields Covenant Not to Sue Agreement

Dear Mr. Lanava:

Pursuant to Section IV, Paragraph E, subparagraph 5 of the Brownfields Covenant Not to Sue Agreement involving the Fitchburg Redevelopment Authority's ("FRA") redevelopment project located at 166 Boulder Drive, Fitchburg, MA, this letter serves to provide written notice to the Parties that pursuant to Section 3A(j)(3)(c) of Chapter 21E, G.L. c. 21E, §3A(j)(3)(c), and 940 C.M.R. 23.06, the Office of the Attorney General has provided Affected Third Parties a 90-day period within which to seek to join the Agreement. The 90-day period commenced on May 2, 2000, when FRA provided notice to potential third parties of its intent to seek liability protection against claims for response action costs or contribution brought by third parties pursuant to G.L. c. 21E, or for third party claims brought pursuant to that chapter or for common law of property damage. The 90-day period expired on July 31, 2000. The Office of the Attorney General received no requests to join the Agreement during that 90-day period.

Accordingly, the process has been completed with respect to Contribution Protection and Rights of Affected Third Parties under Section IV, Paragraph D of the Agreement and the Agreement with respect to Contribution Protection and Rights of Affected Third Parties under Section IV, Paragraph D is now in effect.

A copy of this letter will be attached to the Agreement as Exhibit 6.

Sincerely,

A handwritten signature in dark ink, appearing to read "James D.P. Farrell".

James D.P. Farrell
Assistant Attorney General
Brownfields Unit Chief

cc Gary Gill-Austern
Secretary Robert Durand
Thomas LaRosa, EOE
Catherine Finneran, DEP