

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF)	BROWNFIELDS COVENANT
)	NOT TO SUE AGREEMENT
TOWN OF ANDOVER)	
and REICHHOLD, INC.)	DEP RTN 3-0208
)	

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"), the Town of Andover ("Andover"), and Reichhold, Inc., a Delaware corporation ("Reichhold"). Collectively, the OAG, on behalf of the Commonwealth, Andover, and Reichhold 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") and involves the remediation and redevelopment of the former Reichhold facility located at 77 Lowell Junction Road, Andover, Massachusetts (the "Reichhold Project").

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 Andover, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, §3A(j)(3), addresses potential claims by the Commonwealth as to Andover and Reichhold 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 under common law, except for liability arising under a contract.

D. The Parties agree that Andover's ability to conduct the Reichhold Project, as proposed in this Agreement, 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.

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 revitalize an area of Andover, 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. 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.

B. Andover 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, Andover shall undertake the Reichhold Project as discussed in Section IV, Paragraph A, subparagraph 2, below.

C. Reichhold is a corporation duly organized and existing pursuant to the general laws of the State of Delaware, with its principle place of business located at 2400 Ellis Road, Durham, NC 27709-3582. In accordance with this Agreement, Reichhold shall undertake the Reichhold Project as discussed in Section IV, Paragraph A, subparagraph 4, 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 Covenant Not to Sue Agreements.

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

C. The Reichhold Project involves a 46 acre parcel of land located at 77 Lowell Junction Road in Andover, MA (the "Property") which is owned by and is the former location of Reichhold. The Property is more particularly described in Exhibit A, attached hereto and incorporated into this Agreement. The Property consists of three parcels, as described in Exhibit A (such parcels referred to herein individually as "Parcel I", "Parcel II" and "Parcel III," and collectively as the "Parcels"). Reichhold previously used portions of the Property as a manufacturing facility. Parcel I was used for manufacturing activities. Parcel II was used for settling ponds which supported the manufacturing activity. On information and belief, Parcel III was always open space on which no manufacturing or supporting activities were performed.

D. The Department of Environmental Protection ("DEP") assigned Release Tracking Number ("RTN") 3-0208 to the Releases of Oil and/or Hazardous Material released on the Property. For purposes of this Agreement, the Releases of Oil and/or Hazardous Material assigned RTN 3-0208 constitute the "Site," as further defined in 310 CMR 40.0006.

IV. COMMITMENTS AND OBLIGATIONS

NOW, THEREFORE, 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 which follow.

A. REPRESENTATIONS AND COMMITMENTS

1. Andover 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. Andover represents that it is a municipality. Andover represents that it would be an Eligible Person with respect to the Site, and since the Site has not achieved a Permanent Solution or Remedy Operation Status, the liability relief available directly under the statute is not yet available. Andover also represents, and, for the purposes of this Agreement, the Commonwealth relies upon those representations, that Andover's involvement with the Site has been limited to:

- 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. Andover represents that none of these activities has caused or contributed to the Release or threatened Release of an Oil and/or Hazardous Material at the Site under G.L. c. 21E.

2. Andover agrees to the following terms and conditions. To the extent any of the following terms or conditions apply to a particular Parcel, such term or condition shall be effective only upon Andover acquiring title to that specific Parcel:

a. Andover will construct playing fields for active recreation on Parcels I and II and retain more than nineteen acres for open space and passive recreation uses on Parcel III. Andover will use the existing warehouse building on Parcel I for public works equipment storage. A portion of the warehouse building may be deeded in fee simple by Reichhold to a certain individual, Ernest Croteau, for use as a place of business with Andover seeking to retain a right to acquire that portion of the warehouse at some future date. Andover may use the existing administration building on Parcel I for [public] rest rooms, office and other space accessory to the recreational uses.

b. Andover shall achieve and maintain or arrange for the achievement and maintenance of a partial Class A Response Action Outcome ("RAO") at each Parcel, in accordance with G.L. c. 21E and the MCP. Each such RAO shall be "partial" in the sense that it applies only to the relevant Parcel and any Oil or Hazardous Materials originating from such Parcel, provided, however, that Andover agrees that upon achieving the last of such RAOs it shall also simultaneously achieve and maintain, or arrange for the achievement and maintenance of a Permanent Solution at the entire Site in accordance with G.L. c. 21E and the MCP. Achieving each such partial RAO shall include the implementation of any AUL required under the MCP. Response Actions at Parcels I and II shall ensure that passive and active recreational uses on fields and parks are consistent with a condition of No Significant Risk at such Parcels, and such uses shall be consistent with any AULs implemented at such Parcels in accordance with the MCP. Andover shall not permit any Parcel to be used for active or passive recreation until the partial RAO and the AUL for such Parcel have been achieved and implemented consistent with G.L. c. 21E, the MCP and this subparagraph.

c. Andover shall cooperate fully with DEP. To cooperate fully means, without limitation:

i. providing prompt and reasonable access to each Parcel to DEP for any purpose consistent with 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 DEP or OAG to produce information as required pursuant to G.L. c. 21E;

iv. to the extent necessary (a) preventing the Exposure of people to Oil and/or Hazardous Material by fencing or otherwise preventing access to each Parcel; and (b) containing any further Release or threat of Release of Oil and/or Hazardous Material from a structure or container, upon obtaining knowledge of a Release or threat of Release of Oil and/or Hazardous Material; and

v. conducting Response Actions at the Site in accordance with the G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP.

3. Reichhold represents that it is the current owner of the Property, including the former Reichhold facility located thereon, and may be liable pursuant to G.L. c. 21E, §5.

4. Reichhold agrees to the following terms and conditions:

a. Reichhold shall achieve and maintain or arrange for the achievement and maintenance of Class A RAO(s) and upon achieving the last of such RAOs it shall also simultaneously achieve and maintain or arrange for the achievement and maintenance of a Permanent Solution at the entire Site in accordance with G.L. c. 21E and the MCP. Achieving each such RAO shall include the implementation of any AUL required under the MCP. Response Actions at Parcels I and II shall permit passive and active recreational uses on fields and parks consistent with a condition of No Significant Risk at such Parcels, and consistent with any AULs implemented at such Parcels in accordance with the MCP. During its ownership Reichhold shall not permit any Parcel to be used for active or passive recreation until the partial RAO and AUL for such Parcel have been achieved and implemented consistent with the terms of G.L. c. 21E, the MCP and this subparagraph.

b. Reichhold shall cooperate fully with DEP. To cooperate fully means, without limitation:

i. providing prompt and reasonable access to the respective Parcels during the period that Reichhold owns such Parcels to DEP for any purpose consistent with G.L. c. 21E and the MCP;

ii. complying with the Release notification provisions established by G.L. c. 21E and the MCP for so long as Reichhold is the owner of the respective Parcels;

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

iv. to the extent necessary (a) preventing the Exposure of people to Oil and/or Hazardous Material by fencing or otherwise preventing access to any Parcel which it owns, operates or otherwise controls; and (b) containing any further Release or threat of Release of Oil and/or Hazardous Material from a structure or container, upon obtaining knowledge of a Release or threat of Release of Oil and/or Hazardous Material; and

v. conducting Response Actions at the Site in accordance with the G.L. c 21E, the Standard of Care defined in G.L. c. 21E, and the MCP.

5. Andover and Reichhold, in Massachusetts, are 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. Andover

Pursuant to G.L. c. 21E, §3(j)(3), in consideration of the Representations and Commitments by Andover set forth in Section IV, Paragraph A of this Agreement, and subject to Andover'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 Andover, pursuant to G.L. c. 21E, for Response Action costs, contribution, or injunctive relief resulting from any Release of Oil and/or Hazardous Material occurring at the Site prior to the execution of this Agreement, so long as the Release of Oil and/or Hazardous Material is fully described and delineated in the Response Action Outcome ("RAO") Statement to be submitted to DEP with respect to the Site, and the Response Actions upon which the RAO Statement relies meet the Standard of Care in effect when the RAO Statement is submitted to DEP. The Commonwealth's covenants in this Paragraph shall vest with respect to each Parcel on the dates provided in Section IV, Paragraph E, subparagraph 5. This Agreement shall not affect any liability established by contract.

2. Reichhold

Pursuant to G.L. c. 21E, §3A(j)(3), in consideration of the Representations and Commitments by Reichhold set forth in Section IV, Paragraph A of this Agreement, and subject to Reichhold'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 Reichhold or its parents, successors or affiliates pursuant to G.L. c. 21E, for Response Action costs, contribution, or injunctive relief resulting from any Release of Oil and/or Hazardous Material occurring at the Site prior to the execution of this Agreement, so long as the Release of Oil and/or Hazardous Material is fully described and

delineated in the Response Action Outcome (“RAO”) Statement to be submitted to DEP with respect to the Site, and the Response Actions upon which the RAO Statement relies meet the Standard of Care in effect when the RAO Statement is submitted to DEP. The Commonwealth’s covenants in this Paragraph shall vest on the date provided in Section IV, Paragraph E, subparagraph 5. This Agreement shall not affect any liability established by contract. .

3. Subsequent Owners and/or Operators

The Commonwealth covenants not to sue Eligible Persons who are successors, assigns, lessees or licensees of any portion of Andover’s or Reichhold’s (or its parents, successors or affiliates) real property interests in the Property or who are lessees or licensees of their successors and assigns (the “Subsequent Owners and/or Operators”), pursuant to G.L. c. 21E, for Response Action costs, contribution, or injunctive relief resulting from any Release of Oil and/or Hazardous Material occurring at the Site prior to the execution of this Agreement, so long as the release of Oil and/or Hazardous Material is fully described and delineated in the RAO Statement submitted to DEP with respect to the Site, and the Response Actions upon which the RAO Statement relies meet the Standard of Care in effect when the RAO Statement is submitted to DEP. The liability relief available to Subsequent Owners and/or Operators shall be subject to the same terms and conditions as those that apply to Andover and Reichhold.

4. Duration of the Agreement

a. With respect to Andover, upon vesting pursuant to Section IV, Paragraph E, subparagraph 5 of this Agreement, this Agreement shall be in effect unless and until the statutory protections available to Andover or Subsequent Owners and/or Operators pursuant to G.L. c.21E, §5C, are otherwise in effect. This Agreement is subject to the Termination for Cause provisions, described below in Section IV, Paragraph B, subparagraph 6.

b. With respect to Reichhold, upon vesting pursuant to Section IV, Paragraph E, subparagraph 5 of this Agreement, this Agreement shall remain in effect, provided that Andover and Reichhold and any successors or assigns continue to comply with the terms and conditions of this Agreement, including, but not limited to, maintaining the Permanent Solution at the Site in accordance with G.L. 21E and the MCP. This Agreement is subject to the Termination for Cause provisions, described below in Section IV, Paragraph B, subparagraph 6.

5. Reservations of Rights

The Brownfields Covenant Not to Sue 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 which Andover, Reichhold, or any Subsequent Owner and/or Operator causes, contributes to, or causes to become worse, but if the cause of contribution is that of a Subsequent Owner and/or Operator, the Commonwealth’s covenant only shall not apply to such Subsequent Owner and/or Operator;;

c. any Release of Oil and/or Hazardous Material at the Site that has not been discovered when either an existing RAO Statement, or subsequent RAO Statement, was submitted to DEP that would have been discovered had an assessment of that portion of the Site covered by or addressed in such RAO Statement been performed consistent with the Standard of Care in effect when the RAO Statement was submitted to DEP ;

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 Andover's, Reichhold's or Subsequent Owner's and/or Operator's ownership or operation of the Property;

e. any Release of Oil and/or Hazardous Material not expressly described in Section IV, Paragraph B above; and

f. any claims for damages for injury to, destruction of, or loss of natural resources and for the costs of any natural resource damage assessment.

6. Termination for Cause

a. If the OAG or DEP determines that Andover and/or Reichhold submitted materially false or misleading information as part of their 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 6.c as to the relevant party. A statement made by Andover and/or Reichhold regarding the anticipated benefits or impact 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. If the OAG or DEP determines that Andover, Reichhold or a Subsequent Owner and/or Operator has violated the terms and conditions of this Agreement, including, but not limited to, failure to achieve and maintain a Permanent Solution and RAOs at the Site in accordance with G.L. c. 21E, the MCP and this Agreement, or failure to respond in a timely manner to a Notice of Audit Finding requiring additional work to achieve and/or maintain a Permanent Solution at the Site, the OAG may terminate the liability protection offered by this Agreement in accordance with subparagraph 6.c., below, as to the relevant party. 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 Andover, Reichhold, or a Subsequent Owner and/or Operator, as appropriate, with written notice of the proposed basis for, and a 60-day opportunity to comment on, the proposed termination. If the OAG, in its sole discretion, deems it appropriate, the notice shall provide a reasonable period of time for Andover, Reichhold or a Subsequent Owner and/or Operator, to cure an ongoing violation in lieu of termination of the liability relief provided by this Agreement.

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

e. The OAG and/or Andover may terminate this Agreement as to any Parcel not acquired by Andover, by notice to the other if, for any reason Andover is not able to acquire title to Parcels II and III by December 31, 2005 or Parcel I by December 31, 2006 or, in either case, by a commercially reasonable period thereafter.

C. COVENANT NOT TO SUE BY ANDOVER, REICHHOLD, OR
SUBSEQUENT OWNER AND/OR OPERATOR

In consideration of the Brownfields Covenant Not to Sue in Section IV, Paragraph B, Andover, Reichhold or a Subsequent Owner and/or Operator 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 Site 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, under the Massachusetts Constitution for any "takings, provided that the claims relate to the performance of Response Actions under G.L. c. 21E or CERCLA;
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 those 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 any Release of Oil and/or Hazardous Material occurring at the Site prior to the execution of this Agreement, so long as the Release of Oil and/or Hazardous Material is fully described and delineated in the RAO Statement submitted to DEP with respect to the Site, and the Response Actions upon which the RAO Statement relies meet the Standard of Care in effect when the RAO Statement is submitted to DEP, Andover, Reichhold, and any Subsequent Owner and/or Operator are entitled to the protection of 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 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 Andover, Reichhold, or a Subsequent Owner and/or Operator as owner or operator of the Site or the Site, provided, however, that:

1. that Andover and Reichhold have satisfied the notification provisions of G.L. c. 21E, §3A(j)(3) and 940 CMR 23.06(1);

2. that 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);

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

4. that Andover, Reichhold or the Subsequent Owner and/or Operator shall be entitled to such protection as to such Matters Addressed and any portion of the Property Addressed only if the Covenant from the Commonwealth in Section IV, Paragraph B of this Agreement has vested pursuant to Section IV, Paragraph E, subparagraph 5 of this Agreement with respect to such Matters Address and such portion of the Property Addressed.

E. GENERAL PROVISIONS

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

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 in Section IV, Paragraph B, subparagraph 1, with respect to the Covenant Not to Sue for Andover and Section IV, Paragraph D, with respect to the Contribution Protection and Rights of Affected Third Parties for Andover, shall vest with respect to each Parcel and any other portion of the Site consisting of Oil or Hazardous Materials originating from such Parcel as of the date Andover acquires such Parcel, subject to the terms and conditions contained in this Agreement. The terms of this Agreement in Section IV, Paragraph B, subparagraph 2, with respect to Covenant Not to Sue for Reichhold, and Section IV, Paragraph D, with respect to the Contribution Protection and Rights of Affected Third Parties for Reichhold shall be effective upon the achievement of a Permanent Solution for the Site, as fully described and delineated in RAO(s) that meet the Standard of Care in effect as of the time of submittal of such RAO(s). The terms of this Agreement in Section IV, Paragraph D, with respect to the Contribution Protection and Rights of Affected Third Parties, however, 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 that indicate that the protection is inappropriate, improper or inadequate. The OAG shall issue 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 B, to be attached and incorporated into this Agreement.

6. The Commonwealth reserves the right to withdraw from this Agreement if comments received during the public comment period disclose facts or considerations that indicate that this Agreement is inappropriate, improper, or inadequate.

7. This Agreement shall be governed by Massachusetts law and shall be enforceable by Massachusetts courts.

IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

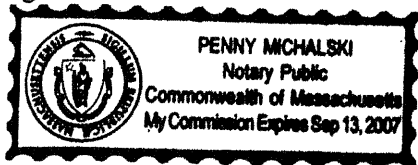
BY: Nancy E. Harper
Nancy E. Harper
Assistant Attorney General
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Date: 1/27/06

COMMONWEALTH OF MASSACHUSETTS

Juppalk, ss

On this 27th day of January, 2006, before me, the undersigned notary public, personally appeared Nancy E. Harper, proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose and that she has authority to sign it for the Commonwealth of Massachusetts.

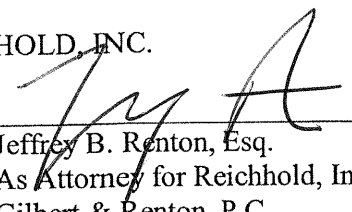


Notary Public: Penny Michalski
(Print Name): Penny Michalski
My commission expires: 9-13-07

In the matter of the Town of Andover and Reichhold, Inc..
Brownfields Covenant Not to Sue

REICHHOLD, INC.

BY:



Jeffrey B. Renton, Esq.
As Attorney for Reichhold, Inc.
Gilbert & Renton, P.C.
Andover, MA 01810

Date: February 7, 2006

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 7th day of February, 2006, before me, the undersigned notary public, personally appeared Jeffrey B. Renton, proved to me through satisfactory evidence of identification, which were driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose and that he has authority to sign it for Reichhold, Inc.

Notary Public:

(print name):

My commission expires:

Janice Pawlick
Janice Pawlick

Sept 22, 2011

In the matter of Andover and Reichhold
Brownfields Covenant Not to Sue

TOWN OF ANDOVER

BY: Donald D. Cooper
Donald D. Cooper
As Attorney for the Town of
Andover
Nixon Peabody LLP
100 Summer Street
Boston, MA 02110

Date: February 7, 2006

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 7th day of February, 2006, before me, the undersigned notary public, personally appeared Donald D. Cooper, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose and that he has authority to sign it for the Town of Andover, Massachusetts

Notary Public: Joanne Dickey
(print name): Joanne Dickey
My commission expires: 9/4/09

EXHIBIT A
LEGAL DESCRIPTION OF LAND

Reichhold Chemical Inc. 77 Lowell Junction Rd., Andover, MA 01810

Three certain parcels of land with the buildings and improvement hereon in Andover, Essex County (North Registry District), Massachusetts situated on or near the Shawsheen River and Lowell Junction Road, Tewksbury Street and Boston and Main Railroad and shown on a plan entitled "Activity & Use Limitation Plan, Lowell Junction Road & Tewksbury Street, Andover, MA" prepared by SMC (Surveying and Mapping Consultants) of Braintree, Massachusetts, dated May 23, 2000, and recorded with Essex North District Registry of Deeds as Plan 13859 on October 23, 2000, said three parcels being more particularly bounded and described, according to said plan, as follows:

Parcel I

A certain parcel of land with the buildings and improvements thereon situated between Lowell Junction Road in said Andover and the Shawsheen River, bounded Southeasterly and Southerly by Lowell Junction Road in several course and curves, 42.60 feet, 335.36 feet, 209.00 feet, 697.89 feet, and 411.92 feet Southwesterly by land now or formerly of Genetics Institute Inc., 425.53 feet; Northwesterly by the Shawsheen River, approximately 1012 feet and Northeasterly by land now or formerly of Massachusetts Bay Transportation Authority (formerly Boston and Maine Railroad) a distance of approximately 664 feet and along a curve of approximately 490 feet.

Parcel II

A certain parcel of land situated between Tewksbury Street in said Andover and the Shawsheen River, bounded Northwesterly by Tewksbury Street along a curve measuring approximately by 534 feet and in a straight line measuring approximately 35 feet Northeasterly by land now or formerly of Massachusetts Bay Transportation Authority (formerly Boston and Maine Railroad) in three courses measuring approximately 170 feet, approximately 30 feet, and approximately 1230 feet and Southwesterly by land now or formerly of Brian F. Emmons, approximately 523 feet.

Parcel III

A certain parcel of land situated between the Shawsheen River in said Andover and the Boston Main Railroad, bounded Northwesterly. Northerly and Northeasterly by the Shawsheen River, approximately 4,998 feet Southeasterly by land now or formerly of Massachusetts Bay Transportation Authority approximately 633 feet and Southerly and Southwesterly by other land now or formerly of Massachusetts Bay Transportation Authority (formerly Boston and Main Railroad) along a curve approximately 304 feet and in a straight line approximately 723 feet.

Said three parcels being the same premises described in deed dated, September 26, 1996 from BTL Specialty Resins Corp., to Reichhold Chemicals, Inc. recorded with said Deeds in Book 4609, Page 63.

In the matter of Andover and Reichhold
Brownfields Covenant Not to Sue

EXHIBIT B