COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF	)	BROWNFIELDS COVENANT
	)	NOT TO SUE AGREEMENT
PLYMOUTH REDEVELOPMENT AUTHORITY	)	
and ACUITY MANAGEMENT, INC., An	)	
Affiliate of REVERE COPPER	)	DEP RTN 4-00770
	)	

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 Plymouth Redevelopment Authority ("PRA"), and Acuity Management, Inc., the former parent of Revere Copper and Brass Incorporated. ("Acuity"). (Collectively, the OAG, on behalf of the Commonwealth, and PRA and Acuity 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 Note 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 Revere Copper facility at the corner of Water and Lothrop Streets in Plymouth, Massachusetts, (the "Revere Copper 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 Plymouth, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, §3A(j)(3), addresses potential claims by the Commonwealth as to PRA and Acuity 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 PRA's ability to conduct the Revere Copper 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 Plymouth, 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. PRA 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, PRA shall undertake the Revere Copper Project as discussed in Section IV, Paragraph A, subparagraph 2.a., below.

C. Acuity is a corporation duly organized and existing pursuant to the general laws of Delaware. In accordance with this Agreement, Acuity shall undertake the Project as discussed in Section IV, Paragraph A, subparagraph 3., 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, terms used in this Agreement which are defined in 940 CMR 23.00, *et seq.*, shall have the meaning assigned to them under those regulations. Terms not defined in 940 CMR 23.00, *et seq.*, 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 Project involves 1.5 acres of land located at the corner of Water and Lothrop Streets in the downtown harbor district of Plymouth, Massachusetts It is the location of the former Revere Copper and Brass Incorporated facility. The Property is more particularly described in Exhibit 1, attached hereto and incorporated into this Agreement.

D. The Department of Environmental Protection ("DEP") assigned release tracking number ("RTN") 4-00770 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 4-00770 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. PRA 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. The PRA represents that it is a redevelopment authority, and, as such, is subject to clause (f) of the definition of "Owner or Operator" in Chapter 21E, §2, which conditionally exempts Redevelopment Authorities from owner and operator liability. To the extent such clause (f) does not apply, however, the PRA represents that it would be an Eligible Person with respect to the Site, and since the Site has not achieved a permanent solution, the liability relief available directly under the statute is not yet available. PRA also represents, and, for purposes of this Agreement, the Commonwealth relies upon those representations, that PRA'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. PRA represent that none of these activities 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.

2. PRA agree to the following terms and conditions:

a. PRA intends to purchase the former Revere Copper property. Upon purchase, PRA will undertake appropriate response actions and offer the Property for sale to a redeveloper. PRA has commissioned a market and feasibility study that indicates that the highest and best use of the Property is housing. This project will provide the following significant public benefits: demolition and removal of the current deteriorated industrial building, cleanup of the contaminated Property, and construction of housing units, with at least 10% of the units comprising affordable housing.

b. PRA shall achieve and maintain a permanent solution at the Revere Copper Project, in accordance with G.L. c. 21E and the MCP. PRA shall cooperate fully with DEP. To cooperate fully means, without limitation:

i. providing prompt and reasonable access to the Property 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 the Property; and (b) to 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. Acuity represents that it is the current owner and operator of the former Revere Copper facility located at the corner of Water and Lothrop Streets, Plymouth, and as such, may be liable pursuant to G.L. c. 21E, §5.

4. Acuity agrees to the following terms and conditions:

a. Acuity shall achieve and maintain or arrange for the achievement and maintenance of a permanent solution at the Site, in accordance with G.L. c. 21E and the MCP. Acuity shall cooperate fully with PRA, their successors and assigns, and DEP in achieving and maintaining a permanent solution at the Site. To cooperate fully means, without limitation:

i. to provide prompt and reasonable access to the Property to PRA, their successors and assigns, for the purpose of conducting response actions necessary to satisfy the terms of this Agreement, and to DEP for any purpose consistent with G.L. c. 21E and the MCP;

ii. to comply with the release notification provisions established by G.L. c. 21E and the MCP;

iii. to respond 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) prevent the exposure of people to oil and/or hazardous material by fencing or otherwise preventing access to the Property; and (b) contain 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. conduct 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. PRA and Acuity 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. PRA

Pursuant to G.L. c. 21E, §3A(j)(3), in consideration of the representations and commitments by PRA set forth in Section IV, Paragraph A of this Agreement, and subject to PRA'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 PRA, 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 effective date of this Agreement as defined in Section IV, Paragraph E, subparagraph 5. This Agreement shall not affect any liability established by contract.

2. Acuity

Pursuant to G.L. c. 21E, §3A(j)(3), in consideration of the representations and commitments by Acuity set forth in Section IV, Paragraph A of this Agreement, and subject to Acuity'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 Acuity, pursuant to G.L. c. 21E, for Response Action costs, contribution, or injunctive relief for 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 covenant in this Paragraph shall vest upon the achievement of a permanent solution for the Site as fully described and delineated in a RAO that meets the Standard of Care in effect as of the time of submittal of the RAO. 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 PRA's or Acuity's real property interests in the Property, or who are lessees or licensees of their successors and assigns ("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 PRA and Acuity.

4. Applicability of the Agreement

a. With respect to PRA, this Agreement shall be in effect unless and

until the statutory protections available to PRA 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 Acuity, upon vesting, this Agreement shall remain in effect, provided the PRA and Acuity 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 PRA and Acuity or any Subsequent Owner and/or Operator causes, contributes to, or causes to become worse, but if the cause or contribution is that of a Subsequent Owner and/or Operator, the Commonwealth's covenants only shall not apply to Subsequent Owner and/or Operator;

c. any Release of Oil and/or Hazardous Material at the Site that has not been discovered when an RAO Statement was submitted to DEP that would have been discovered had an assessment of the Site covered by or addressed in the 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 PRA's, Acuity's, or Subsequent Owners's and/or Operators'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 PRA and Acuity 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 6.c. below. A statement made by PRA and Acuity regarding the anticipated benefits or impact 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. If the OAG or DEP determines that PRA, Acuity, 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 the permanent solution at the Site, 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. 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 PRA, Acuity, 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 PRA, Acuity, or 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 PRA, Acuity, or a Subsequent Owner and/or Operator might otherwise have pursuant to G.L. c. 21E.

C. COVENANT NOT TO SUE BY PRA, ACUITY, OR SUBSEQUENT OWNER AND/OR OPERATOR

In consideration of the Brownfields Covenant Not to Sue in Section IV, Paragraph B, PRA, Acuity, 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" claims or under G.L. c. 79;

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, PRA, Acuity, 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/or 5, or third party claims brought for property damage claims under common law or G.L.

c. 21E, §5, based solely on the status of PRA, Acuity, or any Subsequent Owner and/or Operator as owner or operator of the Property or the Site, provided, however, that:

1. that PRA and Acuity 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); and

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).

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 other 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 and Section IV, Paragraph D, with respect to the Contribution Protection and Rights of Affected Third Parties for PRA, shall be effective as of the date the OAG executes this Agreement, subject to the conditions contained in this Agreement. The terms of this Agreement in Section IV, Paragraph B, subparagraph 2, with respect to Covenant Not to Sue and Section IV, Paragraph D, with respect to the Contribution Protection

and Rights of Affected Third Parties for Acuity, shall be effective upon the achievement of a permanent solution for the Site, subject to the conditions contained in 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 which indicate that this Agreement is inappropriate, improper, or inadequate.

In the matter of Plymouth Redevelopment Authority and Acuity Management, Inc..
Brownfields Covenant Not to Sue

ACUITY MANAGEMENT, INC.

BY: _____
Neil Eisenbaard
Vice President

Date: March 1, 2006

In the matter of Plymouth Redevelopment Authority and Acuity Management, Inc..
Brownfields Covenant Not to Sue

ACUITY MANAGEMENT, INC.

BY: _____
Neil Eisenbard
Vice President

Date: March 1, 2006

In the matter of Plymouth Redevelopment Authority and Acuity Management, Inc.
Brownfields Covenant Not to Sue

IT IS SO AGREED:

PLYMOUTH REDEVELOPMENT AUTHORITY

By: _____ Date: 3-3-2006
Robert Wollner
Chairman

By: _____ Date: 3-3-2006
Steve Grattan
State Appointee / Vice Chairman

By: _____ Date: 3-3-2006
Dean Rizzo
Secretary

By: _____ Date: 3.3.06
Chester Bagni
Treasurer

By: _____ Date: 3-3-2006
Paul Curtis
Member at Large

In the matter of Plymouth Redevelopment Authority and Acuity Management, Inc.
Brownfields Covenant Not to Sue

IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

BY: Nancy E. Harper

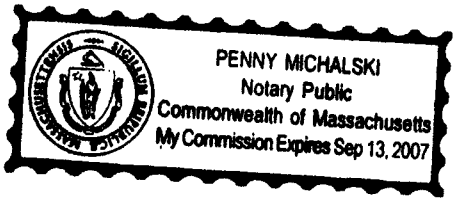
Nancy E. Harper
Assistant Attorney General
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Date: 3/1/06

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 1st day of March, 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 Plymouth Redevelopment Authority and Acuity Management, Inc.
Brownfields Covenant Not to Sue

IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

BY: Nancy E. Harper

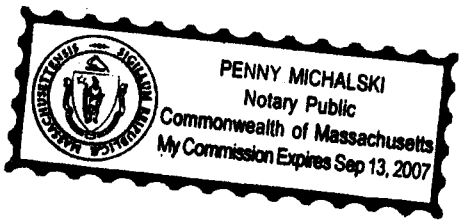
Nancy E. Harper
Assistant Attorney General
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Date: 3/1/06

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 1st day of March, 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

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF PLYMOUTH REDEVELOPMENT AUTHORITY and ACUITY MANAGEMENT, INC., An Affiliate of REVERE COPPER AND BRASS INCORPORATED	)))))))	BROWNFIELDS COVENANT NOT TO SUE AGREEMENT DEP RTN 4-00770

AMENDMENT TO ADD AFFECTED THIRD PARTIES TO AGREEMENT

This Amendment to a Brownfields Covenant Not to Sue Agreement (the "Amendment") is made by and among the Office of the Attorney General ("OAG"), on behalf of the Commonwealth of Massachusetts (the "Commonwealth"), Arnold B. Tofias and Theresa H. Boucher, as Trustees of Harborview II Nominee Trust u/d/t dated September 24, 2001 ("Harborview"), Eastport Bayside LLC ("Eastport"), and the Town of Plymouth, Massachusetts (the "Town"). (Collectively, the OAG, on behalf of the Commonwealth, and Harborview, Eastport, and the Town will be referred to as the "Parties.") As detailed below, this Amendment pertains to, and serves to extend certain liability protection to Harborview, Eastport, and the Town in connection with a certain Brownfields Covenant Not to Sue Agreement ("Agreement") which is being made and entered into by and between the OAG, on behalf of the Commonwealth, and Plymouth Redevelopment Authority ("PRA"), and Acuity Management, Inc. ("Acuity"), the former parent of Revere Copper and Brass Incorporated ("Revere Copper").

WHEREAS, the OAG has made a determination to enter into the Agreement with PRA and Acuity 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"), in connection with the remediation and redevelopment of the former Revere Copper facility at the corner of Water and Lathrop Streets in Plymouth, Massachusetts (the "Revere Copper Project");

WHEREAS, pursuant to 940 CMR 23.06, in connection with the Application of PRA and Acuity for a Brownfields Covenant Not to Sue Agreement, Affected Third Parties were given notice and an opportunity to join the proposed Agreement;

WHEREAS, at the time such notice and opportunity was provided, the Affected Third Parties included Harborview, as the then-owner of certain property located at 225 Water Street in Plymouth, Massachusetts (the "Harborview Property"), which is located directly across Water Street, to the east, from the former Revere Copper facility;

WHEREAS, on April 29, 2005, Harborview, as an Affected Third Party, submitted timely written comments on the Application of PRA and Acuity for a Brownfields Covenant Not to Sue Agreement to the OAG, and sought to join the proposed Agreement and thereby obtain the benefits and protections of a Brownfields Covenant Not to Sue Agreement with respect to the Harborview Property;

WHEREAS, on July 18, 2005, Harborview sold all of its right, title and interest in and to the Harborview Property to Eastport Bayside LLC ("Eastport"), by quitclaim deed recorded with the Plymouth County Registry of Deeds in Book 30941, Page 71;

WHEREAS, Eastport, as the current owner of the Harborview Property, is also an Affected Third Party who seeks to join the proposed Agreement and thereby obtain the benefits and protections of a Brownfields Covenant Not to Sue Agreement with respect to the Harborview Property;

WHEREAS, the Town is the owner of certain property currently used as a parking lot (the "Town Property") which is located directly across Water Street, to the east, from the former Revere Copper facility, and immediately to the south of and adjacent to the Harborview Property;

WHEREAS, the Town, as the owner of the Town Property, is also an Affected Third Party who seeks to join the proposed Agreement and thereby obtain the benefits and protections of a Brownfields Covenant Not to Sue Agreement with respect to the Town Property;

WHEREAS, the OAG has considered the factors in 940 CMR 23.06 and believes that this Amendment of the Agreement, to extend certain liability relief to Harborview, Eastport, and the Town subject to the conditions set forth herein, is fair, consistent with G.L. c. 21E and 940 CMR 23.06, and in the public interest;

NOW, THEREFORE, Harborview, Eastport, the Town, and the OAG agree as follows:

I. STATEMENT OF PURPOSE

A. This Amendment is entered into pursuant to G.L. c. 21E and the Brownfields Covenant Regulations, with reference to the MCP, in connection with the Revere Copper Project. It is intended to modify the underlying Agreement by extending certain liability protection to Harborview, Eastport, and the Town with respect to the Harborview Property and the Town Property, respectively, subject to the conditions set forth herein, without otherwise affecting the terms of the underlying Agreement or the rights and obligations of the parties to that Agreement. This Amendment is made in light of the fact that the Harborview Property and the Town Property have been contaminated by historic operations at the former Revere Copper facility and therefore are part of the disposal site associated with the former Revere Copper facility, which is referenced by the Massachusetts Department of Environmental Protection ("DEP") by Release Tracking Number ("RTN") 4-00770. The Amendment is also made in light of the OAG's determination that in the specific circumstances presented, the issuance of a Brownfields Covenant Not to Sue Agreement which grants liability relief to Acuity in connection with the

Revere Copper Project must be accomplished in a manner that adequately accommodates the rights of Harborview, Eastport, and the Town, as Affected Third Parties.

B. The Parties intend to set forth in this Amendment their respective duties, obligations and understanding. The Parties agree that this Amendment, pursuant to G.L. c. 21E, §3A(j)(3), addresses potential claims by the Commonwealth as to Harborview, Eastport, and the Town, and is predicated upon compliance by Harborview, Eastport, and the Town, respectively, with the terms and conditions of this Amendment, as applicable to each of them. This Amendment 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.

C. The OAG believes that this Amendment, as well as the underlying Agreement, is fair, consistent with G.L. c. 21E and 940 CMR 23.06 and in the public interest, and has entered into this Amendment, as well as the underlying Agreement, as part of an effort to revitalize an area of Plymouth, 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. Harborview is a nominee trust established under a Declaration of Trust dated September 24, 2001, recorded with the Plymouth County Registry of Deeds in Book 21304, Page 338. The current trustees of Harborview are Arnold B. Tofias and Theresa H. Boucher. Harborview has a current address c/o Arnold B. Tofias, Trustee of the Harborview II Nominee Trust, Shovel Shop Square, North Easton, Massachusetts 02356. Harborview is the immediate past owner and operator of the Harborview Property.

C. Eastport is a Massachusetts limited liability company. The current manager of Eastport is Michael L. Price. Eastport has a current address c/o Eastport Real Estate Services, 318 Bear Hill Road, Waltham, MA 02451. Eastport is the current owner and operator of the Harborview Property.

D. The Town is a municipal corporation of the Commonwealth of Massachusetts. The Town Board of Selectman and the Town Manager have a current address at Town Hall, 11 Lincoln Street, Plymouth, MA 02360. The Town is the current owner and operator of the Town Property.

III. STATEMENT OF FACT AND LAW

A. The OAG, on behalf of the Commonwealth, enters into this Amendment pursuant to its authority under 940 CMR 23.06: Brownfields Covenant Not to Sue Agreements.

B. Unless otherwise expressly provided, terms used in this Amendment which are defined in the Brownfields Covenant Regulations shall have the meaning assigned to them under those regulations. Terms not defined in the Brownfields Covenant Regulations but defined elsewhere under G.L. c. 21E or the MCP shall have the meaning assigned to them under G.L. c. 21E or the MCP.

C. The Harborview Property is located on the eastern side of Water Street in Plymouth, with a street address of 225 Water Street, directly across Water Street from the former Revere Copper facility. The Harborview Property consists of those parcels of land, with the buildings and improvements thereon, which are referred to as Parcel I, Parcel II and Parcel III and described in that certain deed dated September 24, 2001, to Arnold B. Tofias and Theresa H. Boucher as Trustees of Harborview II Nominee Trust, which is recorded with the Plymouth County Registry of Deeds in Book 21304, Page 344. The Harborview Property is shown on plans recorded in the Plymouth County Registry of Deeds as Plan Number 1001 of 1976 (for Parcels I and II) and Plan Book 1, Page 379 (for Parcel III). The Harborview Property is more particularly described in Exhibit 1, and illustrated as the cross-hatched area on Exhibit 2, both of which are attached hereto and incorporated into this Amendment.

D. The Town Property is located on the eastern side of Water Street in Plymouth, immediately to the south of and adjacent to the Harborview Property, and directly across Water Street from the former Revere Copper facility. The Town Property consists of those parcels of land which are referred to as Lots 46A, 46C, 51, 54 and 55 on Plat 12 of the Town Assessors' Maps and described in that certain deed dated August 6, 1973 to Inhabitants of the Town of Plymouth, which is recorded with the Plymouth County Registry of Deeds in Book 3933, Page 617. The Town Property is more particularly described in the referenced deed, a copy of which is attached hereto as Exhibit 3 and incorporated into this Amendment, and illustrated as the cross-hatched area on Exhibit 4, also attached hereto and incorporated into this Agreement.

E. Reportable levels of Oil and Hazardous Materials, including zinc and petroleum-based compounds, have been detected in soils at both the Harborview Property and the Town Property, as a result of historic operations at the former Revere Copper facility.

F. Harborview has conducted Response Actions with respect to the constituents of concern at the Harborview Property, including but not limited to soil and groundwater sampling and analyses and other site assessment work, and a Method 3 Risk Characterization.

G. Harborview has given notice of, recorded and implemented an Activity and Use Limitation on the Harborview Property, dated June 7, 2005 (the "Harborview AUL"), which is recorded with the Plymouth County Registry of Deeds in Book 30676, Pages 114-134.

H. On June 10, 2005, Harborview submitted a Class B-2 Response Action Outcome ("RAO") Statement for the Harborview Property (the "Harborview RAO") to DEP, in the form of a partial RAO Statement for the larger site known as the Revere Copper and Brass Disposal Site and identified by RTN 4-00770.

I. Through the submittal of the Harborview RAO and the implementation of the Harborview AUL, Harborview has achieved a Permanent Solution at the Harborview Property.

J. The Town has conducted limited Response Actions with respect to the constituents of concern at the Town Property, but has not submitted an RAO to DEP nor achieved a Permanent Solution at the Town Property.

IV. COMMITMENTS AND OBLIGATIONS

A. Eastport, as the current owner of the Harborview Property, shall maintain the Permanent Solution that Harborview has achieved at the Harborview Property, and shall comply or arrange for compliance with any further Response Actions that DEP may require pursuant to any DEP Audit of the Harborview Property and/or otherwise. Harborview and Eastport, consistent with and to the extent of their rights and responsibilities as former and current owners of the Harborview Property, respectively, shall cooperate fully with DEP, as detailed below in Paragraph C of this Section.

B. The Town shall diligently pursue a Temporary Solution, in the form of a Class C RAO to be submitted to DEP, for the Town Property (the "Town's Proposed Temporary Solution"), and, following the achievement of the Town's Proposed Temporary Solution, the Town shall diligently pursue a Permanent Solution for the Town Property if, when, and to the extent it is feasible to do so. In addition, the Town shall comply or arrange for compliance with any further Response Actions that DEP may require pursuant to any DEP Audit of the Town Property and/or otherwise. The Town shall cooperate fully with DEP, as detailed below in Paragraph C of this Section.

C. To cooperate fully with DEP means, without limitation:

1. for Eastport and the Town, providing prompt and reasonable access to the Harborview Property and the Town Property, respectively, to DEP for any purpose consistent with G.L. c. 21E and the MCP;

2. for Eastport and the Town, complying with the Release notification provisions established by G.L. c. 21E and the MCP, with respect to any further Release or Threat of Release of Oil and/or Hazardous Material at the Harborview Property or the Town Property, respectively, beyond those Releases or Threats of Release that are described in the Harborview RAO and/or that are the subject of RTN 4-00770.

3. for Harborview, Eastport and the Town, 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;

4. for Eastport, complying with the requirements of the Harborview AUL, and, to the extent necessary (a) preventing the Exposure of people to Oil and/or Hazardous Material by fencing or otherwise preventing access to the Harborview Property; 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 any such Release or Threat of Release of Oil and/or Hazardous Material;

5. for the Town, diligently pursuing the Town's Proposed Temporary Solution and, following the achievement of that Temporary Solution, thereafter pursuing a Permanent Solution if, when and to the extent it is feasible to do so, at the Town Property, and containing any further Release or Threat of Release of Oil and/or Hazardous Material from a structure or container, upon obtaining knowledge of any such Release or Threat of Release of Oil and/or Hazardous Material; and

6. for Eastport and the Town, conducting any further Response Actions at the Harborview Property or the Town Property, respectively, if any such further actions should be necessary, in accordance with the G.L. c 21E, the Standard of Care defined therein, and the MCP.

D. THE BROWNFIELDS COVENANT NOT TO SUE

1. Harborview and Eastport

Pursuant to G.L. c. 21E, §3A(j)(3), in consideration of the Commitments and Obligations of Harborview and Eastport set forth in Section IV, Paragraph A of this Amendment, and subject to compliance by Harborview and Eastport with the terms and conditions of this Amendment and the Termination for Cause provisions, described below in Section IV, Paragraph D, subparagraph 6, the Commonwealth covenants not to sue Harborview or Eastport, 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 or coming to be located at the Harborview Property prior to the execution of this Amendment, so long as the Release of Oil and/or Hazardous Material is fully described and delineated in the Harborview RAO, and the Response Actions upon which the Harborview RAO relies meets the Standard of Care in effect when the Harborview RAO was submitted to DEP. The Commonwealth's covenants in this Paragraph shall vest on the effective date of this Amendment as defined in Section IV, Paragraph G, subparagraph 5. This Covenant shall not affect any liability established by contract.

2. The Town

Pursuant to G.L. c. 21E §3A(j)(3), in consideration of the Commitments and Obligations of the Town set forth in Section IV, Paragraph B of this Amendment, and subject to compliance by the Town with the terms and conditions of this Amendment and the Termination for Cause provisions, described below in Section IV, Paragraph D, subparagraph 6, the Commonwealth covenants not to sue the Town, 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 or coming to be located at the Town Property prior to the execution of this Amendment, so long as the Release of Oil and/or Hazardous Material is fully described and delineated in the RAO Statement to be submitted to DEP with respect to the Town Property, 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 upon the submission of an RAO Statement representing a Temporary Solution for the Town Property to DEP, as set forth in Section IV, Paragraph G, subparagraph 5. This Covenant 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 Eastport's or the Town's real property interests in the Harborview Property or the Town Property, respectively, or who are lessees or licensees of Eastport's or the Town's respective successors and assigns ("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 or coming to be located at the Harborview Property or the Town Property, respectively, prior to execution of this Amendment, so long as the Release of Oil and/or Hazardous Material is fully described and delineated in the Harborview RAO or the RAO Statement to be submitted to DEP with respect to the Town Property, respectively, and the Response Actions upon which the pertinent RAO Statement relies meets the Standard of Care in effect when the RAO Statement was or 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 Harborview and the Town, respectively.

4. Applicability of the Amendment

a. With respect to Harborview, upon vesting, this Amendment shall remain in effect, provided Harborview continues to comply with the terms and conditions of this Agreement as applicable to Harborview. This Amendment is subject to the Termination for Cause provisions, described below in Section IV, Paragraph D, subparagraph 6.

b. With respect to Eastport and any Subsequent Owners and/or Operators of the Harborview Property, upon vesting, this Amendment shall remain in effect, provided Eastport and any Subsequent Owners and/or Operators of the Harborview Property, respectively, continue to comply with the terms and conditions of this Amendment, including, but not limited to, maintaining the Permanent Solution at the Harborview Property in accordance with G.L. c. 21E and the MCP. This Amendment is subject to the Termination for Cause provisions, described below in Section IV, Paragraph D, subparagraph 6.

c. With respect to the Town and any Subsequent Owners and/or Operators of the Town Property, upon vesting, this Amendment shall remain in effect, provided the Town and any Subsequent Owners and/or Operators of the Town Property, respectively, continue to comply with the terms and conditions of this Amendment, including, but not limited to, diligently pursuing the Town's Proposed Temporary Solution, and thereafter diligently pursuing a Permanent Solution for the Town Property, in accordance with G.L. c. 21E and the MCP. This Amendment is subject to the Termination for Cause provisions, described below in Section IV, Paragraph D, 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 Harborview Property or the Town Property that occurs after the date of execution of this Amendment;

b. with respect to Harborview, Eastport, and/or any Subsequent Owner or Operator of the Harborview Property, respectively, any Release of Oil and/or Hazardous Material which Harborview, Eastport, and/or any Subsequent Owner and/or Operator of the Harborview Property, respectively, causes or contributes to, or causes to become worse, but the Commonwealth's covenants only shall not apply to the party responsible for such cause or contribution;

c. with respect to the Town and/or any Subsequent Owner and/or Operator of the Town Property, respectively, any Release of Oil and/or Hazardous Material which the Town and/or any Subsequent Owner and/or Operator of the Town Property, respectively, causes or contributes to, or causes to become worse, but the Commonwealth's covenants only shall not apply to the party responsible for such cause or contribution;

d. with respect to Harborview, Eastport, and any Subsequent Owner and/or Operator of the Harborview Property, any Release of Oil and/or Hazardous Material at the Harborview Property that had not been discovered when the Harborview RAO was submitted to DEP that would have been discovered had an assessment of the Harborview Property covered by or addressed in the Harborview RAO been performed consistent with the Standard of Care in effect when the Harborview RAO was submitted to DEP;

e. with respect to the Town and any Subsequent Owner or Operator of the Town Property, any Release of Oil and/or Hazardous Material at the Town Property that has not been discovered when an RAO Statement for the Town Property is submitted to DEP that would have been discovered had an assessment of the Town Property covered by or addressed in the RAO Statement for the Town Property been performed consistent with the Standard of Care in effect when the RAO Statement is submitted to DEP;

f. with respect to Harborview, Eastport, and/or any Subsequent Owner and/or Operator of the Harborview Property, respectively, 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. c. 21E, at or with respect to the Harborview Property, during the ownership or operation of the Harborview Property by Harborview, Eastport, and/or any Subsequent Owner and/or Operator of the Harborview Property, respectively;

g. with respect to the Town and/or any Subsequent Owner and/or Operator of the Town Property, respectively, 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. c. 21E, at or with respect to the Town Property, during the ownership or operation of the Town Property by the Town and/or any Subsequent Owner and/or Operator of the Town Property, respectively;

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

i. 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 determine that Harborview submitted materially false or misleading information as part of the April 29, 2005 *Comments of Harborview II Nominee Trust on the February 1, 2005 Application of the Plymouth Redevelopment Authority and Revere Copper and Brass, Incorporated for a Brownfields Covenant Not to Sue, and Request for Inclusion In The Proposed Covenant*, on which the OAG has relied in entering into this Amendment with Harborview, Eastport, and the Town, the OAG may terminate the liability protection offered by this Amendment to Harborview, Eastport, and/or the Town, and/or any Subsequent Owner and/or Operator of the Harborview Property or the Town Property, respectively, in accordance with subparagraph 6.d, below.

b. If the OAG or DEP determine that Harborview, Eastport, and/or any Subsequent Owner and/or Operator of the Harborview Property has violated the terms and conditions of this Amendment, including, but not limited to, a violation by failure to maintain the Permanent Solution at the Harborview Property, or failure to respond in a timely manner to a Notice of Audit Finding or any other Notice requiring additional work to achieve and/or maintain a Permanent Solution at the Harborview Property, the OAG may terminate the liability protection offered by this Amendment to Harborview, Eastport, and/or any Subsequent Owner or Operator of the Harborview Property, respectively, in accordance with subparagraph 6.d., below. In the event that the liability protection is terminated solely because of a violation of one or more of the conditions of this Amendment set forth in 940 CMR 23.08(3)(a) through (d) by a Subsequent Owner and/or Operator of the Harborview Property (which term, for the limited purpose of determining Harborview's rights, is understood to include Eastport), such termination shall affect the liability protection applicable only to such Subsequent Owner and/or Operator.

c. If the OAG or DEP determine that the Town and/or any Subsequent Owner and/or Operator of the Town Property has violated the terms and conditions of this Amendment, including, but not limited to, a violation by failure to diligently pursue the Town's Proposed Temporary Solution and, following the achievement of that Temporary Solution, thereafter pursuing a Permanent Solution if, when and to the extent it is feasible to do so, at the Town Property, or failure to respond in a timely manner to a Notice of Audit Finding or any other Notice requiring additional work to achieve and/or maintain a Temporary or Permanent Solution at the Town Property, the OAG may terminate the liability protection offered by this Amendment to the Town and/or any Subsequent Owner or Operator of the Town Property, respectively, in accordance with subparagraph 6.d., below. In the event that the

liability protection is terminated solely because of a violation of one or more of the conditions of this Amendment set forth in 940 CMR 23.08(3)(a) through (d) by a Subsequent Owner and/or Operator of the Town Property, such termination shall affect the liability protection applicable only to such Subsequent Owner and/or Operator.

d. Before terminating the liability relief provided by this Amendment, the OAG will provide Harborview, Eastport, the Town, and/or any affected Subsequent Owner and/or Operator of the Harborview Property or the Town Property, 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 Harborview, Eastport, the Town, and/or any Subsequent Owner and/or Operator of the Harborview Property or the Town Property, as appropriate, to cure an ongoing violation in lieu of termination of the liability relief provided by this Amendment.

e. Termination of liability relief pursuant to this section shall not affect any defense that Harborview, Eastport, the Town, and/or any Subsequent Owner and/or Operator of the Harborview Property or the Town Property might otherwise have pursuant to G.L. c. 21E.

E. COVENANT NOT TO SUE BY HARBORVIEW, EASTPORT, THE TOWN AND SUBSEQUENT OWNERS AND/OR OPERATORS

In consideration of the Brownfields Covenant Not to Sue in Section IV, Paragraph D, Harborview, Eastport, and the Town, for themselves and any Subsequent Owners and/or Operators of the Harborview Property or the Town Property, respectively, hereby covenant not to sue and not to assert any claims or causes of action that ever did or do exist as of the date of execution of this Amendment against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the Harborview Property, the Town Property, or this Amendment, 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" or any claims under G.L. c. 79;

3. any claims arising out of Response Actions at the Harborview Property or the Town 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.

F. CONTRIBUTION PROTECTION AND RIGHTS OF AFFECTED THIRD PARTIES

1. The OAG, in its discretion and pursuant to 940 CMR 23.07, has determined that the specific circumstances surrounding this Amendment warrant the provision of additional public process with respect to the extension of liability protection to Harborview, Eastport and the Town against claims for Response Action costs or contribution brought by third parties, prior to the execution of this Amendment. With respect to the nature and extent of such additional public process, the OAG has specifically determined and required as follows:

a. Harborview and Eastport, jointly, shall send a written notice, in the form of Exhibit 5 attached hereto and incorporated into this Amendment, to all current owners of record of land abutting the Harborview Property and all current holders of any record interest(s) in the Harborview Property (including, without limitation, owners, lessees, tenants, mortgagees, and holders of easements or licenses), by certified mail, return receipt requested, at least 30 days prior to the execution of this Amendment;

b. the Town shall send a written notice, in the form of Exhibit 6 to all current owners of record of land abutting the Town Property and all current holders of any record interest(s) in the Town Property (including, without limitation, owners, lessees, tenants, mortgagees, and holders of easements or licenses), by certified mail, return receipt requested, at least 30 days prior to the execution of this Amendment;

c. Harborview and Eastport, jointly, shall publish a written notice, in the form of Exhibit 7 attached hereto and incorporated into this Amendment, in the *Environmental Monitor* and in the local Plymouth newspaper, the *Old Colony Memorial,* once per week for three successive weeks prior to the execution of this Amendment; and

d. the Town shall publish a written notice, in the form of Exhibit 8 attached hereto and incorporated into this Amendment, in the *Environmental Monitor* and in the local Plymouth newspaper, the *Old Colony Memorial,* once per week for three successive weeks prior to the execution of this Amendment.

2. With regard to any Release of Oil and/or Hazardous Material occurring at or coming to be located at the Harborview Property or the Town Property, respectively, prior to the execution of this Amendment, so long as the Release of Oil and/or Hazardous Material is fully described or delineated in the Harborview RAO or the RAO Statement submitted to DEP with respect to the Town Property, respectively, and the Response Actions upon which the pertinent RAO Statement relies meet the Standard of Care in effect when such RAO Statement was or is submitted to DEP, then Harborview, Eastport, the Town, and any Subsequent Owner and/or Operator are entitled to the protection which 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 under common law or G.L. c. 21E, § 5, based solely on the status of Harborview, Eastport, the Town, or any Subsequent Owner and/or Operator as owner or operator of the Harborview Property or the Town Property,

respectively, provided that Harborview, Eastport, and the Town, respectively, have satisfied the applicable notice provisions of subparagraph 1, above.

G. GENERAL PROVISIONS

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

2. If any court of competent jurisdiction finds any term or condition of this Amendment or its application to any person or circumstance unenforceable, the remainder of this Amendment 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 other that it has the authority to enter into this Amendment and to carry out its terms and conditions.

4. This Amendment 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 Amendment in Section IV, Paragraph D, subparagraph 1, with respect to the Covenant Not to Sue Harborview and Eastport, and Section IV, Paragraph F, with respect to the Contribution Protection and Rights of Affected Third Parties for Harborview and Eastport, shall be effective as of the date the OAG executes this Amendment, subject to the conditions contained in this Amendment. The terms of this Amendment in Section IV, Paragraph D, subparagraph 2, with respect to the Covenant Not to Sue the Town, and Section IV, Paragraph F, with respect to the Contribution Protection and Rights of Affected Third Parties for Town, shall be effective when an RAO Statement representing a Temporary Solution for the Town Property is submitted to DEP, subject to the conditions contained in this Amendment.

In the matter of Plymouth Redevelopment Authority, Revere Copper and Brass, Incorporated, and Acuity Management, Inc. -- Brownfields Covenant Not to Sue

EXHIBIT 1

EXHIBIT 1

Legal Description

Parcel I:

Five certain lots of land plus a portion of a strip of land with the buildings thereon, situated on the northeasterly side of Water Street in the Town of Plymouth, Plymouth County, Commonwealth of Massachusetts and being collectively described as follows: Lots numbered 38, 40, 43, 44, 46 and a portion of Right of Way on a plan entitled: "Plan of land in Plymouth, Mass., Prepared For Marine Realty Trust", dated October 28, 1976, drawn by Delano & Keith, Inc. and recorded with the Plymouth County Registry of Deeds on December 8, 1976 as Plan Number 1001 of 1976, said Lots 38, 40, 43, 44, 46 and the portion of said Right of Way being further described according to said plan as follows:

Beginning at a point in the easterly sideline of said Water Street, said point being on the division line of said Lot 46 and land of Libanio M., Jr. & Dorothy H. Pinto, thence running

SOUTH 26° 09' 00" East by said Water Street, twenty-two and 50/100 (22.50) feet to a point; thence turning and running

On a curve to the left having a radius of one hundred ninety-four and 67/100 (194.67) feet, a distance of one hundred seventeen and 22/100 (117.22) feet to a point; thence turning and running

On a curve to the right having a radius of four hundred forty-nine and 70/100 (449.70) feet, a distance of two hundred thirty-two and 10/100 (232.10) feet to a point on the division line of Lot 46A; thence turning and running

NORTH 66° 20' 00" East by said Lot 46A two hundred forty-one and 00/100 (241.00) feet to a point at Plymouth Harbor; thence turning and running

NORTH 17° 40' 00" West by said Plymouth Harbor thirty-five (35.00) feet to a point; thence turning and running

NORTH 66° 20' 00" East about five hundred fifty (550) feet to the Mean Low Water of said Plymouth Harbor; thence turning and running

In a general northerly direction by said Plymouth Harbor to a point in said Harbor which is approximately seven hundred fifty-two (752) feet easterly from the northwesterly corner of said Lot 43; thence turning and running

In a general westerly direction by said Plymouth Harbor about five hundred fifty (550) feet and by Lot 42 sixty-six (66) feet, more or less, to a point in said northerly boundary line of said Lot 43; thence turning and running

SOUTH 63° 53' 00" West by said Lot 42 one hundred thirty-five and 76/100 (135.76) feet to a point in the easterly sideline of a twenty (20) foot Right of Way thence turning in approximately the same direction across said Right of Way approximately twenty (20) feet to a point at the northeasterly corner of Lot 38 and on the division line between said Lot 38 and Lot 34; thence turning and running

SOUTH 63° 53' 00" West by said Lot 34 one hundred and 00/100 (100.00) feet to a point of land of said Pinto; thence turning and running

SOUTH 26° 07' 00" East by land of said Pinto by two lines measuring one hundred and 00/100 (100.00) feet to a point at said Lot 46; and thence turning and running

SOUTH 63° 53' 00" West by land of said Pinto one hundred seventeen and 29/100 (117.29) feet to the point of beginning.

The street address of the premises described above is Water Street, Plymouth, MA 02360.

For grantor's title see deed from Marine Realty Trust dated December 7, 1976 recorded with the Plymouth Registry of Deeds in Book 4223, Page 406 and deed from William J. Zoppo, Thomas B. Zoppo, William Harrington and Rosemarie T. Harrington dated February 3, 1977 and recorded with the Plymouth Registry of Deeds in Book 4241, Page 53.

Excepting therefrom the 16-foot strip of land conveyed by Arnold B. Tofias, Trustee of Harborview Trust to Lothrop Withington, Jr. by deed dated April 4, 1977 and recorded with the Plymouth Registry of Deeds in Book 4253, Page 66.

PARCEL II:

A small triangular piece of land situated on the northeasterly side of Water Street in Plymouth, Plymouth County, Massachusetts, at the edge of the "Abandoned Drainage Easement" shown on "Plan of Land in Plymouth, Mass., Prepared for Marine Realty Trust", dated October 28, 1976, drawn by Delano & Keith, Inc. and recorded with Plymouth County Registry of Deeds as Plan No. 1001 of 1976. Said parcel contains approximately 140 square feet of land and is the parcel marked on said plan as "Approx. Loc. as shown in Pl. Bk. 6 Plan 161."

For grantor's title, see deed from Ocean Spray Cranberries, Inc. dated December 28, 1977 and recorded with the Plymouth Registry of Deeds in Book 4388, Page 353 and deed from the Town of Plymouth dated November 7, 1977 and recorded with the Plymouth Registry of Deeds in Book 4388, Page 354.

PARCEL III:

A certain lot of land with the buildings and improvements thereon, situated in said Plymouth on the easterly side of a forty-foot right of way leading northerly from Water Street, being Lot No. 25 on "Plan of Property from Joanna W. Morgan and Charles S. Davis near Nelson Street, Nov. 1906", recorded with said Plymouth Deeds in Plan Book 1, Page 379, to which reference may be made for a more particular description; said lot being bounded Westerly by said right of way, fifty (50) feet; Northerly by Lot No. 24 on said plan, one hundred twenty-five (125) feet; Easterly by Lot No. 20 on said plan, fifty (50) feet and Southerly by Lot No. 26 on said plan, one hundred twenty-five (125) feet.

Together with a right of way over said forty-foot right of way.

Also a certain lot of land with the buildings and improvements thereon, situated in said Plymouth northerly from Water Street, being Lot No. 26 on "Plan of Property of Joanna W. Morgan and Charles S. Davis near Nelson Street, Nov. 1906", recorded with Plymouth Deeds in Plan Book 1, Page 379, to which plan reference may be made for a more particular description.

EXCEPTING from the above described premises a strip of land 7½ feet wide conveyed to the Town of Plymouth.

The street address of the premises described above is 233 Water Street, Plymouth, MA 02360.

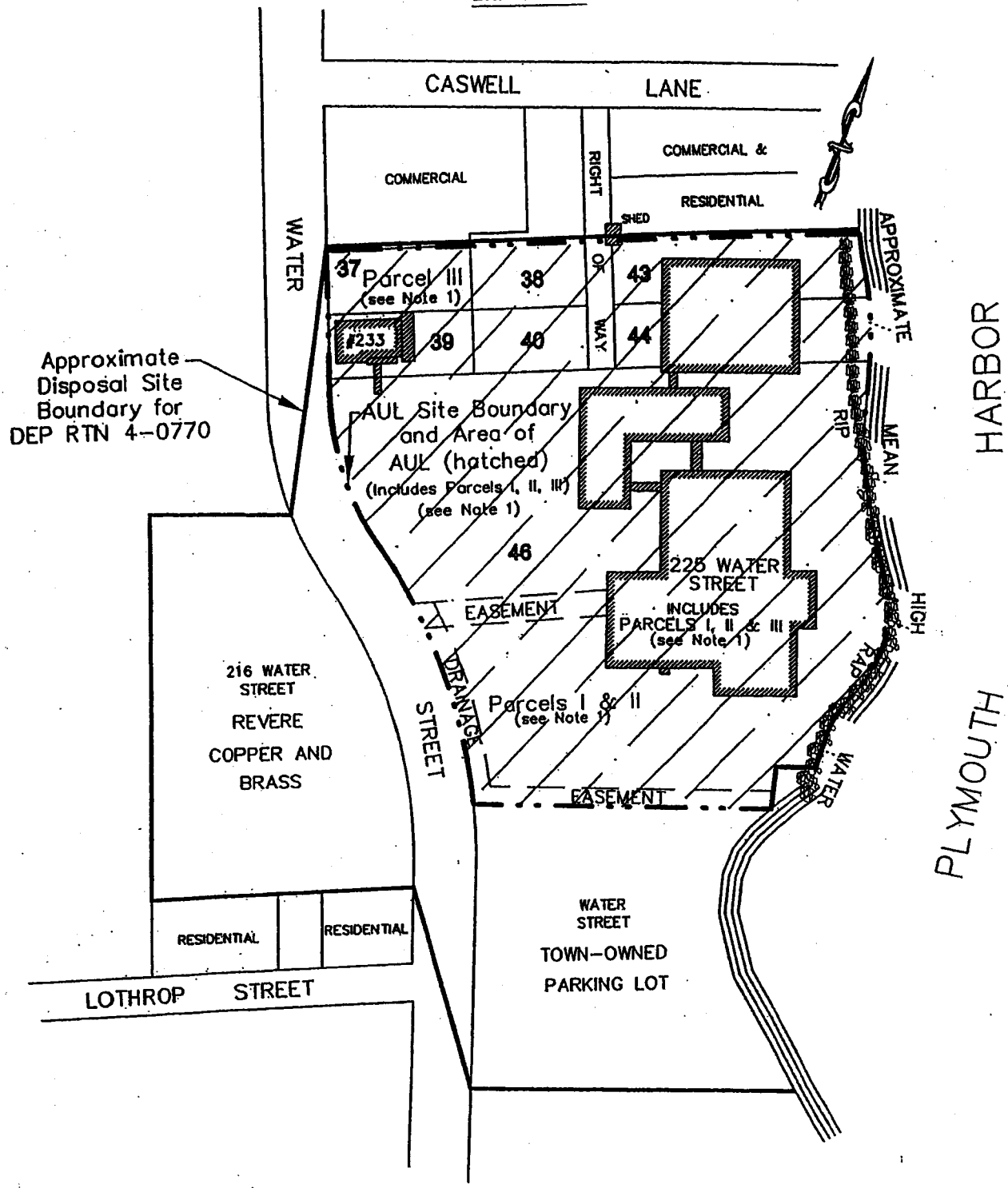
For grantor's title, see Deed of Ocean Spray Cranberries, Inc. dated August 31, 1998, recorded with the Plymouth Registry Deeds in Book 16568, Page 264.

For title see deed recorded at Plymouth County Registry of Deeds at Book 21304 Page 344-348.

In the matter of Plymouth Redevelopment Authority, Revere Copper and Brass, Incorporated, and Acuity Management, Inc. -- Brownfields Covenant Not to Sue

EXHIBIT 2

EXHIBIT 2



LEGEND

AUL SITE BOUNDARY AND AREA OF AUL (HATCHED)

NOTES

SEE PROPERTY DESCRIPTION IN EXHIBIT A OF ACTIVITY AND USE LIMITATION

NORFOLK RAM GROUP
ENGINEERING THE ENVIRONMENT

ONE ROBERTS ROAD
PLYMOUTH MA, 02360
PHONE - (508) 747-7900
FAX - (508) 747-9698
WWW.NORFOLKRAM.COM

TITLE: [redacted]

DISPOSAL SITE MAP
WATER STREET
PLYMOUTH, MASSACHUSETTS

PREPARED FOR:
HARBORVIEW II NOMINEE TRUST
SHOVEL SHOP SQUARE
NORTH EASTON, MASSACHUSETTS

CADD FILE: N:\CAD\ACTIVE\NRG\225\AUL_PLAN.DWG

SOURCE:
PLAN OF LAND
BY
HOOD & STEFANI SURVEYORS
DATED 12/9/82
LABELED "PLAN 706 OF 1982"
AND
ASSESSOR'S RECORDS

CHECKED BY:	R.B.L.
EDITED BY:	L.K.H.
DATE:	APRIL 2005
DWG SCALE:	1" = 120'
NRG REF NUMBER:	225.1.6
SHEET NO:	1 OF 1

In the matter of Plymouth Redevelopment Authority, Revere Copper and Brass, Incorporated, and Acuity Management, Inc. -- Brownfields Covenant Not to Sue

EXHIBIT 3

EXHIBIT 3

REVERE COPPER AND BRASS, INCORPORATED, a Maryland Corporation having its usual place of business in New York, County of New York, State of New York, for consideration paid and in full consideration of Fifty-three thousand eighty ($53,080.00) dollars, grants to INHABITANTS OF THE TOWN OF PLYMOUTH, a municipal corporation in Massachusetts, with town offices located on Lincoln Street, in said Plymouth, Plymouth County, Massachusetts with QUITCLAIM COVENANTS:

A certain parcel of land situated on the Easterly sideline of Water Street in said Plymouth, more particularly bounded and described as follows:

> Beginning at a point in the Easterly sideline of Water Street in the said Town of Plymouth wherein the Southwesterly corner of the granted premises abuts land now of the Town of Plymouth, thence running in a general Northerly direction by the said Easterly sideline of Water Street approximately 230 feet to land now or formerly of Marine Realty Trust; thence turning and running in a general Easterly direction by said land of Marine Realty Trust to Plymouth Harbor at a point where private ownership extends; thence turning and running in a general Southerly direction by the said Plymouth Harbor approximately 240 feet to land now of the Town of Plymouth; thence turning and running in a general Westerly direction by said land of the Town of Plymouth to the Easterly sideline of said Water Street and the point of beginning.
>
> Containing 53,080 square feet of land more or less.
>
> Meaning and intending to convey and hereby conveying Lots 46A, 46C, 51, 54 and 55 of Plat 12 of the Assessors' Maps for the Town of Plymouth.
>
> For the Grantors' title see deed of the Edna Manufacturing Company dated December 31, 1959 and duly recorded with Plymouth County Registry of Deeds in Book 2751, Page 371.

IN WITNESS WHEREOF the said REVERE COPPER AND BRASS INCORPORATED has caused its corporate seal to be hereto affixed and these presents signed, sealed, acknowledged and delivered by

William P. Collins its President

this 8th day of August 1973.

REVERE COPPER AND BRASS INCORPORATED

BY: W. P. Collins

President

3933 618

The grantor certifies that it has complied with Chapter 7, Section 35 and Chapter 62, Section 7A of the General Laws.

STATE OF NEW YORK

New York, ss The 6th day of August 1973

Then personally appeared the above named William F. Collins and acknowledged the foregoing instrument to be the free act and deed of REVERE COPPER AND BRASS INCORPORATED, before me,

Stephen H. Karpelian
Notary Public

My commission expires

STEPHEN H. KARPELIAN
Notary Public, State of New York
No. 60-7161625
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1975

KARPELIAN NOTARY PUBLIC STATE OF NEW YORK

(Rec)

CERTIFICATE

The undersigned, STEVEN J. STAPP, an Assistant Secretary of REVERE COPPER AND BRASS INCORPORATED, a Maryland corporation (hereinafter called the "Company"), DOES HEREBY CERTIFY that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of the Company at a meeting called and held on January 23, 1973, and that the same remains in full force and effect:

> RESOLVED, that the proper officers of the Company be, and they hereby are authorized to sell to the Town of Plymouth, Massachusetts, with quitclaim covenants, 33,080 sq. ft. more or less of the Company's property in Plymouth, Massachusetts, at a price of approximately $32,000 said property to be sold constituting Lots 46A, 48C, 51, 54 and 55 of Plat of the Assessors' Maps for the Town of Plymouth; and further
>
> RESOLVED, that the proper officers, agents, employees and other representatives of the Company be, and they hereby are, authorized, empowered and directed to make, execute and deliver all such further agreements and other documents, and do all such further things, as they may deem necessary or advisable to make effective and carry out the provisions of the foregoing resolution.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed hereto the corporate seal of the Company on this 6th day of August, 1973, pursuant to authority granted by the Board of Directors of the Company.

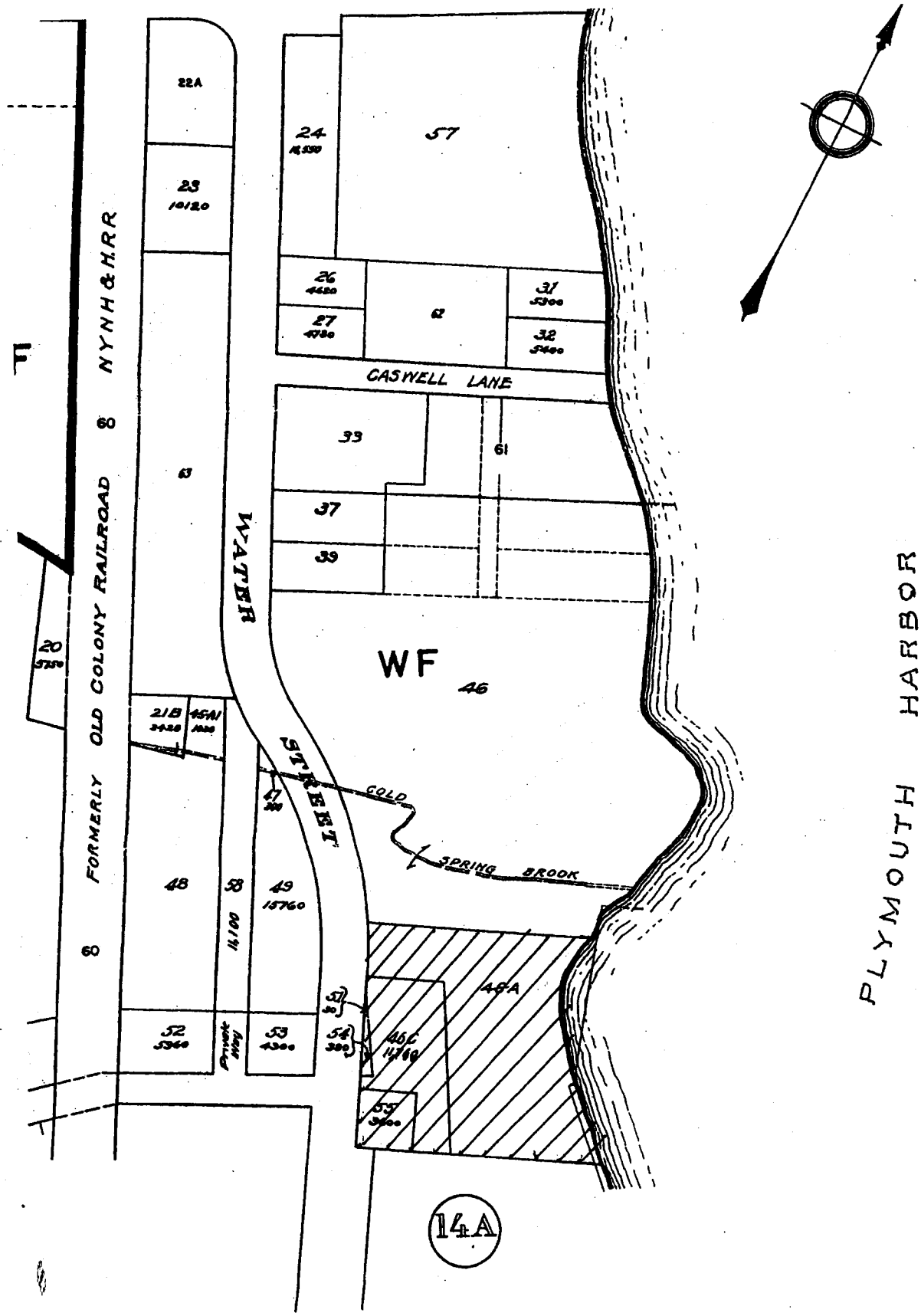
Steven J. Stapp
Assistant Secretary

RECD SEP 20 1973 AT 1:20 PM AND RECORDED

In the matter of Plymouth Redevelopment Authority , Revere Copper and Brass, Incorporated, and Acuity Management, Inc. -- Brownfields Covenant Not to Sue

EXHIBIT 4

EXHIBIT 4



TOWN OF PLYMOUTH ASSESSORS MAP

12

SCALE: 1" = 120' JAN. 1. 2005

60 90 120 180 240

MAINTAINED BY THE PLYMOUTH ENGINEERING DIVISION

In the matter of Plymouth Redevelopment Authority , Revere Copper and Brass, Incorporated, and Acuity Management, Inc. -- Brownfields Covenant Not to Sue

EXHIBIT 5

Exhibit 5

Notice and Opportunity to Comment on Proposed Liability Protection for Current and Former Owners of 225 Water Street, Plymouth

The Office of the Attorney General has been asked to extend liability protection to certain parties, in the form of an Amendment to a Brownfields Covenant Not to Sue Agreement pursuant to M.G.L. c. 21E, § 3A(j)(3) and 940 CMR 23.00, with respect to property located at 225 Water Street in Plymouth, Massachusetts (the "Harborview Property"). Third parties who may have claims with regard to the Harborview Property are hereby notified that: (1) the execution of the requested Amendment may affect such claims, and (2) third parties whose rights may be affected may comment on the requested extension of liability protection. Parties who wish to do so must deliver such comments in writing to the Office of the Attorney General, Attn: Nancy Harper, 1 Ashburton Place, Boston, MA 02108, by ***[specify the response date -- notice will be published for three consecurtive weeks prior to such date]***, or mail such comments to the same address by first-class mail postmarked by that date.

Names of Parties Seeking Liability Protection: Arnold B. Tofias and Theresa H. Boucher, as Trustees of Harborview II Nominee Trust u/d/t dated September 24, 2001 ("Harborview") and Eastport Bayside LLC ("Eastport"). Harborview is a former owner, and Eastport is the current owner, of the Harborview Property.

Description of the Harborview Property: The Harborview Property, which has a street address of 225 Water Street in Plymouth, consists of those parcels of land, with the buildings and improvements thereon, which are referred to as Parcel I, Parcel II and Parcel III and described in that certain deed dated September 24, 2001, to Arnold B. Tofias and Theresa H. Boucher as Trustees of Harborview II Nominee Trust, which is recorded with the Plymouth County Registry of Deeds in Book 21304, Page 344. The Harborview Property is shown on plans recorded in the Plymouth County Registry of Deeds as Plan Number 1001 of 1976 (for Parcels I and II) and Plan Book 1, Page 379 (for Parcel III).

Description of the Releases at the Harborview Property: Oil and hazardous material, consisting primarily of zinc and petroleum-based compounds, were disposed on the Harborview Property in connection with historic operations at a nearby former manufacturing site of Revere Copper and Brass, Incorporated. The resulting presence of constituents of concern was addressed by a Class B-2 Response Action Outcome Statement for the Harborview Property (the "Harborview RAO"), submitted to the Department of Environmental Protection ("DEP") on June 10, 2005, in the form of a partial RAO statement for the larger site known as the Revere Copper and Brass Disposal Site and identified by Release Tracking Number 4-0770. Pursuant to the Harborview RAO, Harborview has reported to DEP that it has reached a permanent solution with respect to the constituents of concern at the Harborview Property.

Summary of the Terms of the Requested Liability Protection: Harborview and Eastport seek liability protection from potential claims of the Commonwealth of Massachusetts for response action costs, contribution, or injunctive relief, for the matters addressed in the Harborview RAO. Harborview and Eastport also seek liability protection from 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, for the matters addressed in the Harborview RAO.

Copies of the Harborview RAO, as well as Harborview's request to the Office of the Attorney General for liability protection, may be obtained by contacting Harborview's counsel, Lisa C. Goodheart, at DLA Piper Rudnick Gray Cary US LLP, One International Place, Boston, MA 02110 -- telephone: (617) 406-6023, email: lisa.goodheart@dlapiper.com.

In the matter of Plymouth Redevelopment Authority , Revere Copper and Brass, Incorporated, and Acuity Management, Inc. -- Brownfields Covenant Not to Sue

EXHIBIT 6

Exhibit 6

Notice and Opportunity to Comment on Proposed Liability Protection for the Town of Plymouth Regarding Certain Town Property

The Office of the Attorney General has been asked to extend liability protection to certain parties, in the form of an Amendment to a Brownfields Covenant Not to Sue Agreement pursuant to M.G.L. c. 21E, § 3A(j)(3) and 940 CMR 23.00, with respect to certain Town property located on Water Street in Plymouth, Massachusetts (the "Town Property"). Third parties who may have claims with regard to the Harborview Property are hereby notified that: (1) the execution of the requested Amendment may affect such claims, and (2) third parties whose rights may be affected may comment on the requested extension of liability protection. Parties who wish to do so must deliver such comments in writing to the Office of the Attorney General, Attn: Nancy Harper, 1 Ashburton Place, Boston, MA 02108, by ***[specify the response date -- notice will be published for three consecutive weeks prior to such date]***, or mail such comments to the same address by first-class mail postmarked by that date.

Names of Party Seeking Liability Protection: Town of Plymouth, as the owner of the Town Property.

Description of the Town Property: The Town Property is located on the eastern side of Water Street in Plymouth, immediately to the south of and adjacent to the Harborview Property, and across Water Street from the Revere Property. The Town Property consists of those parcels of land which are referred to as Lots 46A, 46C, 51, 54 and 55 on Plat 12 of the Town Assessors' Maps and described in that certain deed dated August 6, 1973 to Inhabitants of the Town of Plymouth, which is recorded with the Plymouth County Registry of Deeds in Book 3933, Page 617.

Description of the Releases at the Harborview Property: Oil and hazardous material, consisting primarily of zinc and petroleum-based compounds, were disposed on the Town Property in connection with historic operations at a nearby former manufacturing site of Revere Copper and Brass, Incorporated. The resulting presence of constituents of concern is to be addressed by the Town through certain response actions, aimed initially at reaching a temporary solution under the Massachusetts Contingency Plan ("MCP"), 310 CMR 40.0000, et seq.

Summary of the Terms of the Requested Liability Protection: The Town seeks liability protection from potential claims of the Commonwealth of Massachusetts for response action costs, contribution, or injunctive relief, for those releases of oil and/or hazardous material at or from the Town Property that are (a) the result of historic waste disposal operations at or from the property located at 216 Water Street; (b) associated with and included within the larger site known as the Revere Copper and Brass Disposal Site and identified by Release Tracking Number 4-0770, and (c) to be addressed by the Town through a temporary solution under the MCP (the "Covered Releases at or from the Town Property"). The Town also seeks liability protection from 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, for the Covered Releases at or from the Town Property. The Covered Releases at or from the Town Property shall be described and delineated in a Class C Response Action Outcome ("RAO") Statement to be submitted by the Town to the Department of Environmental Protection ("DEP"), and shall otherwise be more specifically identified and determined by DEP, if such determination is warranted prior to the submission of such Class C RAO Statement.

Any person interested in obtaining additional information may contact Town counsel, John W. Giorgio, Kopelman and Paige, P.C., Park Square Building, 31 St. James Avenue, 7th Floor, Boston, MA 02116 -- telephone: (617) 556-0007, email: jgiorgio@k-plaw.com.

In the matter of Plymouth Redevelopment Authority , Revere Copper and Brass, Incorporated, and Acuity Management, Inc. -- Brownfields Covenant Not to Sue

EXHIBIT 7

Exhibit 7

Notice and Opportunity to Comment on Proposed Liability Protection for Current and Former Owners of 225 Water Street, Plymouth

The Office of the Attorney General has been asked to extend liability protection to certain parties, in the form of an Amendment to a Brownfields Covenant Not to Sue Agreement pursuant to M.G.L. c. 21E, § 3A(j)(3) and 940 CMR 23.00, with respect to property located at 225 Water Street in Plymouth, Massachusetts (the "Harborview Property"). Third parties who may have claims with regard to the Harborview Property are hereby notified that: (1) the execution of the requested Amendment may affect such claims, and (2) third parties whose rights may be affected may comment on the requested extension of liability protection. Parties who wish to do so must deliver such comments in writing to the Office of the Attorney General, Attn: Nancy Harper, 1 Ashburton Place, Boston, MA 02108, by ***[specify date -- notice should be sent out at least 30 days prior to the target execution date for the Amendment]***, or mail such comments to the same address by first-class mail postmarked by that date.

The parties seeking such liability protection are Arnold B. Tofias and Theresa H. Boucher, as Trustees of Harborview II Nominee Trust u/d/t dated September 24, 2001 ("Harborview") and Eastport Bayside LLC ("Eastport"). Harborview is a former owner, and Eastport is the current owner, of the Harborview Property. Harborview and Eastport seek liability protection from potential claims of the Commonwealth of Massachusetts for response action costs, contribution, or injunctive relief, for the matters addressed in the Class B-2 Response Action Outcome Statement for the Harborview Property (the "Harborview RAO"), submitted to the Department of Environmental Protection ("DEP") on June 10, 2005, in the form of a partial RAO statement for the larger site known as the Revere Copper and Brass Disposal Site and identified by Release Tracking Number 4-0770. Harborview and Eastport also seek liability protection from 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, for the matters addressed in the Harborview RAO.

Any person interested in obtaining additional information may contact Harborview's counsel, Lisa C. Goodheart, at DLA Piper Rudnick Gray Cary US LLP, One International Place, Boston, MA 02110 -- telephone: (617) 406-6023, email: lisa.goodheart@dlapiper.com.

In the matter of Plymouth Redevelopment Authority , Revere Copper and Brass, Incorporated, and Acuity Management, Inc. -- Brownfields Covenant Not to Sue

EXHIBIT 8

Exhibit 8

Notice and Opportunity to Comment on Proposed Liability Protection for the Town of Plymouth Regarding Certain Town Property

The Office of the Attorney General has been asked to extend liability protection to the Town of Plymouth (the "Town"), in the form of an Amendment to a Brownfields Covenant Not to Sue Agreement pursuant to M.G.L. c. 21E, § 3A(j)(3) and 940 CMR 23.00, with respect to certain property located on Water Street in Plymouth, Massachusetts (the "Town Property"). Third parties who may have claims with regard to the Town Property are hereby notified that: (1) the execution of the requested Amendment may affect such claims, and (2) third parties whose rights may be affected may comment on the requested extension of liability protection. Parties who wish to do so must deliver such comments in writing to the Office of the Attorney General, Attn: Nancy Harper, 1 Ashburton Place, Boston, MA 02108, by ***[specify date -- notice should be sent out at least 30 days prior to the target execution date for the Amendment]***, or mail such comments to the same address by first-class mail postmarked by that date.

The Town is the current owner of the Town Property which is currently used as a parking lot and is located on the eastern side of Water Street in Plymouth, immediately to the south of and adjacent to the property with the street address of 225 Water Street, and across Water Street from the property with the street address of 216 Water Street. The Town Property consists of those parcels of land which are referred to as Lots 46A, 46C, 51, 54 and 55 on Plat 12 of the Town Assessors' Maps and described in that certain deed dated August 6, 1973 to Inhabitants of the Town of Plymouth, which is recorded with the Plymouth County Registry of Deeds in Book 3933, Page 617.

The Town seeks liability protection from potential claims of the Commonwealth of Massachusetts for response action costs, contribution, or injunctive relief, for those releases of oil and/or hazardous material at or from the Town Property that are (a) the result of historic waste disposal operations at or from the property located at 216 Water Street (the "Revere Property"), (b) associated with and included within the larger site known as the Revere Copper and Brass Disposal Site and identified by Release Tracking Number 4-0770, and (c) to be addressed by the Town through a temporary solution under the MCP (the "Covered Releases at or from the Town Property"). The Town also seeks liability protection from 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, for the Covered Releases at or from the Town Property. The Covered Releases at or from the Town Property shall be described and delineated in a Class C Response Action Outcome ("RAO") Statement to be submitted by the Town to the Department of Environmental Protection ("DEP"), and shall otherwise be more specifically identified and determined by DEP, if such determination is warranted prior to the submission of such Class C RAO Statement.

Any person interested in obtaining additional information may contact Town counsel, John W. Giorgio, Kopelman and Paige, P.C., Park Square Building, 31 St. James Avenue, 7th Floor, Boston, MA 02116 -- telephone: (617) 556-0007, email: jgiorgio@k-plaw.com.