

99 & 103 COMMERCE WAY WOBURN LLC
c/o Calare Properties, Inc.

By FedEx Express Overnight Courier

February 17, 2025

Mr. Joseph Lemay
EPA Remedial Project Manager
Industri-Plex Superfund Site, Woburn, Massachusetts
United States Environmental Protection Agency
Region 1
5 Post Office Square - Suite 100
Boston, MA 02109-3912

David Peterson
Senior Enforcement Counsel
United States Environmental Protection Agency
Region 1
5 Post Office Square - Suite 100
Boston, MA 02109-3912

Re: Target and NDAI Agreement and Covenant Not To Sue
Docket Number CERCLA I-98-1009

Dear Sirs:

On December 19, 2024, 99 & 103 Commerce Way Woburn, LLC ("99&103 Commerce") acquired the property located at 99-103 Commerce Way, Woburn, Massachusetts (the "Property").

Pursuant to Paragraph 19 of the Agreement and Covenant Not to Sue, entered into between the United States Environmental Protection Agency and National Development Associates of New England, Inc., Docket No: CERCLA I-98-1009 (the "Agreement"), I am enclosing a copy of the deed into 99&103 Commerce.

Pursuant to Paragraph 39 of the Agreement, 99&103 Commerce is providing the executed Signature Page (Exhibit 4) and Description of Setting Defendant's Activities (Exhibit 5). In addition, by signing below, 99&103 Commerce explicitly agrees to be bound by the terms of the Agreement, and adopts the certification set forth in Section VII of the Agreement.

Lastly, we note that Paragraph 21 of the Agreement requires that certain notices be provided prior to any conveyance of interest in the Property, including leases. It is unclear to us whether our seller made such notices in a timely fashion or previously provided written notice to EPA. To ensure that EPA has the information required by Paragraph 21 with respect to the leases that existed as of our acquisition, we have attached to this letter a list of the current tenants and the date by which they were provided notice of the Agreement and the Institutional Controls.

99 & 103 COMMERCE WAY WOBURN LLC
c/o Calare Properties, Inc.

We trust that this correspondence satisfies 99&103 Commerce's obligations under the Agreement. Please contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd Barclay".

Todd Barclay

cc: Pamela K. Elkow, Esq.
Molly Myers, Esq.
Target Stores (Property Administrator)

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 12/30/2024 11:08:50 AM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
145725	DEED		83607/102	12/20/2024	16700000.00
Property-Street Address and/or Description					
99 & 103 COMMERCE WAY					
Grantors					
SUN LIFE ASSURANCE COMPANY OF CANADA					
Grantees					
99 & 103 COMMERCE WAY WOBURN LLC					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					

Middlesex South Registry of Deeds
Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 145725
Document Type	: DEED
Recorded Date	: December 20, 2024
Recorded Time	: 08:23:26 AM
Recorded Book and Page	: 83607 / 102
Number of Pages(including cover sheet)	: 7
Receipt Number	: 3052696
Recording Fee (including excise)	: \$76,307.00

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 12/20/2024 08:23 AM
Ctrl# 398392 21782 Doc# 00145725
Fee: \$76,152.00 Cons: \$16,700,000.00

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

QUITCLAIM DEED

SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("Grantor"), for and in consideration of the sum of Sixteen Million Seven Hundred Thousand and NO/100 DOLLARS (\$16,700,000.00) and other good and valuable consideration paid in hand to Grantor by 99 & 103 Commerce Way Woburn, LLC, a Massachusetts limited liability company ("Grantee").

GRANTS with QUITCLAIM COVENANTS to Grantee, that certain parcel of land, together with all buildings and other improvements thereon and all appurtenances thereto, such real property being known as 99 and 103 Commerce Way, Woburn, Massachusetts, and being bounded and more particularly described on Exhibit A which is attached hereto and made a part hereof.

For reference to Grantor's title, see Deed dated January 19, 2018 and recorded with the Middlesex Registry of Deeds on February 1, 2018 in Book 70585, Page 484.

Said premises are conveyed subject to and with the benefit of all matters of record to the extent now in force and applicable, including, but not limited to, that certain (i) Notice of Activity and use Limitation dated March 28, 2022 recorded in Middlesex South County Registry of Deeds Book 80317, Page 493, which is incorporated herein by reference; (ii) Notice of Activity and Use Limitation dated March 28, 2022 and recorded with the Middlesex South County Registry of Deeds in Book 80318, Page 4; (iii) Grant of Interim Environmental Restriction and Easement dated January 18, 2005 and recorded with the Middlesex South County Registry of Deeds in Book 44502, Page 326; and (iv) that certain Agreement and Covenant Not to Sue dated November 24, 1997 and recorded with the Middlesex South County Registry of Deeds in Book 33060, Page 308.

This Deed does not constitute a conveyance of all or substantially all of the Grantor's assets situated in the Commonwealth of Massachusetts.

[Remainder of page intentionally blank]

99 & 103 Commerce Way, Woburn, Massachusetts

In witness whereof, this Quitclaim Deed has been executed as a sealed instrument to be effective as of the ____ day of December 2024.

SUN LIFE ASSURANCE COMPANY OF CANADA

By: BentallGreenOak (U.S.) Limited Partnership, a
Delaware limited partnership, its general partner

By: BentallGreenOak (U.S.) GP, LLC, a Delaware limited
liability company, its general partner

By: _____

Name: Anna-Jean McGillvray

Title: Principal, Portfolio Management

By: _____

Name: Clint Hinds

Title: Managing Director, Asset Management

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk ss.

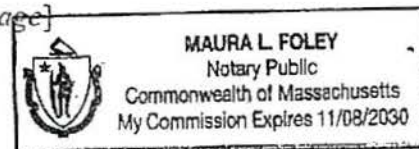
On this 2nd day of December, 2024, before me, the undersigned notary public, personally appeared Anna-Jean McGillvray, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as Principal, Portfolio Management of Sun Life Assurance Company of Canada, a Canadian corporation, as the voluntary act thereof.

(official seal)

Notary Public

My Commission Expires: _____

[Signatures continue on following page]



[Signature Page to Quitclaim Deed]

In witness whereof, this Quitclaim Deed has been executed as a sealed instrument to be effective as of the ____ day of December 2024.

SUN LIFE ASSURANCE COMPANY OF CANADA

By: BentallGreenOak (U.S.) Limited Partnership, a
Delaware limited partnership, its general partner

By: BentallGreenOak (U.S.) GP, LLC, a Delaware limited
liability company, its general partner

By: _____

Name: Anna-Jean McGillvray

Title: Principal, Portfolio Management

By:  _____

Name: Clint Hinds

Title: Managing Director, Asset Management

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk ss.

On this ____ day of December, 2024, before me, the undersigned notary public, personally appeared Anna-Jean McGillvray, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as Principal, Portfolio Management of Sun Life Assurance Company of Canada, a Canadian corporation, as the voluntary act thereof.

(official seal)

Notary Public

My Commission Expires:

[Signatures continue on following page]

[Signature Page to Quitclaim Deed]

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

I hereby certify that on the 2 day of December, 2024, before me, the subscriber, a notary public of the State of Maryland, in and for Montgomery County, personally appeared Clint Hinds and made affirmation in due form of law that the matters and facts set forth in the Quitclaim Deed are true.

As witness, my hand and notarial seal.

(Notary Seal)

Notary Public

My Commission Expires: March 21, 2027

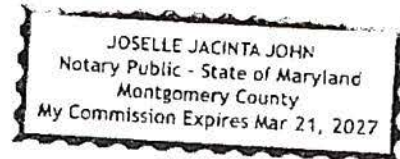


EXHIBIT A

Property Description

Two certain parcels of land located at the southeasterly intersection of Connector Road and Commerce Way in the City of Woburn, in the County of Middlesex and the Commonwealth of Massachusetts bounded and described as follows:

LOT X

Beginning at a point on the easterly sideline of Commerce Way, being the southwest corner of the lot herein described, said point being six hundred sixteen and fifty six hundredths feet (616.56') from the southerly sideline of Connector Road, thence

N 35° 16' 17" W	a distance of one hundred twelve and no hundredths feet (112.00') to a point; thence
Northwesterly	and curving to the right along the arc of a curve having a radius of two thousand two hundred seventy three and twenty seven hundredths feet (2273.27'), a length of nineteen and sixty three hundredths feet (19.63') to a point, the last (2) courses by Commerce Way, thence
S 85° 39' 22" E	a distance of sixty eight and six hundredths feet (68.06') to a point, thence
N 56° 36' 13" E	a distance of two hundred eighty five and eighty eight hundredths feet (285.88') to a point; thence
N 09° 12' 57" W	a distance of seventy nine and thirty five hundredths feet (79.35') to a point; thence
N 56° 39' 53" E	a distance of two hundred forty three and fifty nine hundredths feet (243.59') to a point; thence
S 33° 38' 24" E	a distance of two hundred seventy one and forty six hundredths feet (271.46') to a point; thence
S 66° 43' 43" W	a distance of six hundred twenty two and forty one hundredths feet (622.41') to a the point of beginning

The above described lot contains approximately 108,543 Sq. Ft. in the City of Woburn, Massachusetts

LOT Y

Beginning at a point on the easterly sideline of Commerce Way said point being one hundred seventy eight and seventeen hundredths feet (178.17') from the southerly sideline of Connector Road; thence

N 56° 39'53" E	a distance of three hundred thirty and seventy hundredths feet (330.70') to a point; thence
S 33° 20'07" E	a distance of two hundred forty three and seventeen hundredths feet (243.17') to a point; thence
S 56° 39'53" W	a distance of two hundred ninety seven and sixty four hundredths feet (297.64') to a point; thence
S 33° 20'07" E	a distance of twenty eight and no hundredths feet (28.00') to a point; thence
N 56° 39'53" E	a distance of eighteen and no hundredths feet (18.00') to a point; thence
S 62° 15'19" E	a distance of fifty six and twenty nine hundredths feet (56.29') to a point; thence
Northwesterly	and curving to the right along the arc of a curve having a radius of two thousand two hundred seventy three and twenty seven hundredths feet (2273.27'), a length of one hundred sixty six and thirty seven hundredths feet (166.37') to the point of beginning, by the easterly sideline of Commerce Way.

The above described lot contains approximately 80,603 Sq. Ft. in the City of Woburn, Massachusetts.

The above described lots are shown on a plan entitled "Plan of Land in Woburn, Massachusetts" prepared for Target Stores, Prepared by Vanasse Hangen Brustlin, Inc., Dated January 7, 2005 at a scale of 1 inch = 60 Feet recorded in Plan Book 2005, Page 58.

99 & 103 COMMERCE WAY
WOBURN, MASSACHUSETTS

TENANT	Address	Notice Date
Petco	654 Richland Hills Drive San Antonio, TX 78245	11/1/2024
Vitamin Shoppe	300 Harmon Meadow Blvd. Secaucus, New Jersey 07094	11/1/2024
Club Pilates	8011 Brooks Chapel Road, Suite 174, Brentwood, TN 37027	11/1/2024
Liquor Market	103 Commerce Way, Suite C1, Woburn MA 01801	11/1/2024
Liv's Juice Bar	103 Commerce Way, Suite D, Woburn MA 01801	11/1/2024
Starbucks	P.O. Box 34067 Seattle, WA 98124-1067	11/1/2024
PM Pediatrics	One Hallow Lane, Suite 301 Lake Success, NY 11042	11/1/2024
Stretch Zone	65 East India Row, Unit 7C, Boston, MA 02110	11/1/2024
Pro Nails	99 Commerce Way, Suite E, Woburn MA 01801	11/1/2024
Gardner Mattress	254 Canal Street, Salem MA 01970	11/1/2024
MD Esthetics	103 Commerce Way, Suite C , Woburn MA 01801	11/1/2024

In the matter of Target and NDAI
Agreement and Covenant Not to Sue
Re: Industri-Plex Superfund Site – Parcel A

Docket Number CERCLA I-98-1009

SIGNATURE PAGE FOR SETTLING RESPONDENTS

THE UNDERSIGNED PARTY enters into the Agreement and Covenant Not to Sue:

FOR: CPI WOBURN INVESTMENTS LLC

BY: 

NAME: Todd Barclay

TITLE: Authorized Representative

ADDRESS: 30 Speen Street, Framingham, MA 01701

PHONE: 978-307-0330

Agent Authorized to Accept Service on Behalf of Above-signed Party

NAME: Todd Barclay

TITLE: Authorized Representative

ADDRESS: 30 Speen Street, Framingham, MA 01701

PHONE: 978-307-0330

Description of Activities of Settling Respondent

In the matter of Target and NDAI Agreement and Covenant Not To Sue

Docket Number CERCLA I-98-1009

1. Name of Settling Respondent: CPI Woburn Investments LLC
2. Name of Contact Person: Todd Barclay
3. Address: 30 Speen Street, Framingham, MA 01701
4. Telephone Number: 978-307-0330
5. Nature of Interest in the Property: Owner
6. Description of Activities that Settling Respondent will conduct on the Property:

Continue existing retail and commercial uses. Current tenants are:

- 1) Petco
- 2) Vitamin Shoppe
- 3) Club Pilates
- 4) Liquor Market
- 5) Liv's Juice Bar
- 6) Starbucks
- 7) PM Pediatrics
- 8) Stretch Zone
- 9) Pro Nails
- 10) Gardner Mattress
- 11) MD Esthetics

7. Will Settling Respondent conduct any of the following activities at the Property?

- | | |
|--------------------|---|
| (a) Yes/ No | Use or handle hazardous substances other than in the normal course of retail trade, office use or restaurant use. |
| (b) Yes/ No | Use cleaning materials other than in the normal course. |
| (c) Yes/ No | Use tractor trailer trucks upon the Property except at designated routes of ingress and egress, including at established loading docks. |
| (d) Yes/ No | Penetrate the surface of the Property. |
| (e) Yes/ No | Conduct on-site dry-cleaning operations |
| (f) Yes/ No | Operate an underground storage tank. |
| (g) Yes/ No | conduct automobile maintenance repair activities. |
| (h) Yes/ No | conduct manufacturing activities. |