

08/14/2015 02:17PM

B/P:001687/000189

Inst#:00080039

Cumberland, RI

AMENDED AND RESTATED DECLARATION OF COVENANTS AND ENVIRONMENTAL PROTECTION/CONSERVATION EASEMENT

1. This Amended and Restated Declaration of Covenants and Environmental Protection/Conservation Easement ("Amended and Restated Easement") is made this 20th day of April, 2015, by and between Berkeley Acquisition Corporation ("Grantor"), having an address of 60 Industrial Drive, Cumberland, Rhode Island, 02864, and the STATE OF RHODE ISLAND ("Grantee") having an address of: Rhode Island Department of Environmental Management, Office of Waste Management, 235 Promenade St., Providence, Rhode Island 02908, with the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY as a third-party beneficiary (collectively, the "Parties").

WITNESSETH:

2. WHEREAS, Grantor is the owner in fee simple of a parcels of land located at 35 Martin Street in the town of Cumberland, Providence County, State of Rhode Island, designated as Lot Numbers 100, 190, 193, 194, 195, and 235 of Plat 34 on the 1996 tax assessor's map of the Town of Cumberland in Providence County (referred to collectively as the "Properties"), more particularly described on Exhibit A (Legal Description of Properties) and Schedule A of Exhibit B (Encumbrances on the Properties), which is attached to this Instrument and made a part of this Instrument;

3. WHEREAS, the State of Rhode Island and the United States Environmental Protection Agency ("EPA") have determined that the Properties and certain land in close proximity to the Properties contain hazardous materials and other adverse environmental conditions;

4. WHEREAS, the Properties are part of the First Operable Unit of the Peterson/Puritan, Inc. Superfund Site ("Site"), which EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. Sect. 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 9, 1983, at 48 Fed. Reg. 175;

5. WHEREAS, in a Record of Decision dated September 30, 1993, (the "ROD"), the EPA Region I Regional Administrator selected a "remedial action" for the First Operable Unit of the Peterson/Puritan Superfund Site, which provides, in part, for the following actions at two distinct areas of the Site, the CCL remediation area and the PAC remediation area:

CCL remediation area:

08/14/2015 02:17PM
B/P:001687/000190
Inst#:00080039
Cumberland, RI

- excavating and disposing of manholes, catch basins, and associated soils, which will remove a continuing source of groundwater contamination;
- soil venting and vapor treatment to remove volatile organic compounds in the soil;
- capping soils to a) enhance the operation of the soil venting system, b) limit infiltration through the soil, and c) reduce the potential for direct contact with contaminated soils;
- extracting groundwater in the source area and immediately down-gradient of the source, treating it, and discharging it to a publicly owned treatment works ("POTW") via the sewer;
- extracting groundwater in the area downgradient to the CCL source area and discharging it directly to the POTW without prior treatment;
- natural attenuation of groundwater at the Quinville wellfield, located in Lincoln, Rhode Island, which will reduce contaminant concentrations through naturally occurring mechanisms such as biodegradation, oxidation, adsorption, and dilution;
- placing land use and groundwater use restrictions (institutional controls) for the entire CCL remediation area in the local land records to prevent the use or alteration of the groundwater, and to prevent direct contact with, or exposure to, contaminated soils; and
- environmental monitoring to measure the success of the remediation.

PAC remediation area:

- excavating and disposing of contaminated leach fields and surrounding soils;
- in-situ oxidation treatment of the soils in the source area to reduce the mobility of arsenic in groundwater migrating from the leachfields;
- natural attenuation of groundwater downgradient to the PAC source area, which will reduce contaminant concentrations through naturally occurring mechanisms such as biodegradation, oxidation, adsorption, and dilution;
- placing land use and groundwater use restrictions (institutional controls) in the local land records for the entire PAC remediation area to prevent the

08/14/2015 02:17PM

B/P:001687/000191

Inst#:00080039

Cumberland, RI

use or alteration of the groundwater and to prevent direct contact with, or exposure to, contaminated soils;

- conducting a focused investigation of other potential sources of contamination in the PAC downgradient area; and
- environmental monitoring to measure the progress of the remediation.

A map of the remediation area is attached as Exhibit C and a map of the Properties is attached as Exhibit D.

6. WHEREAS, a Consent Decree, numbered 95-397, was entered in the U.S. District Court for the District of Rhode Island on December 13, 1995 ("Consent Decree") to resolve the following cases:

a) U.S. v. Lonza Inc., CCL Custom Manufacturing, Inc., Pacific Anchor Chemical Corporation, and SUPERVALU Operations, Inc.,

b) CCL Custom Manufacturing, Inc. v. CPC International, Inc., and

c) State of Rhode Island v. Lonza Inc, Pacific Anchor Chemical Corporation, and SUPERVALU Operations, Inc.;

7. WHEREAS, the Consent Decree and the RD/RA Statement of Work (SOW) were recorded in the Records of Land Evidence for the Town of Cumberland, Rhode Island, in Book 657 at page 327 and in the Records of Land Evidence for the Town of Lincoln in Book 473 at page 249;

8. WHEREAS, the parties to the Consent Decree have agreed pursuant to the terms of the Consent Decree and the SOW 1) to grant to the Grantee or obtain for the Grantee a right of access over the Properties for purposes of conducting any activity related to the remedial action; and 2) to impose on the Properties land use restrictions and covenants that will run with the land for the purpose of protecting human health and the environment;

9. WHEREAS, the Parties desire to restate the prior Declaration of Covenants and Environmental Protection/Conservation Easement, dated September 18, 2008, already recorded in the Records of Land Evidence for the Town of Cumberland, Rhode Island, in Book 1477 at Page 538 ("2008 Declaration"), and to amend the 2008 Declaration with particular respect to the property, designated as Lot 100, Plat 34 on the tax assessors map of the Town of Cumberland, Providence County, and more particularly described on Exhibit A to this Amended and Restated Declaration (the "Lot 100 Property"), and the former CCL Custom Manufacturing building ("Building") located on the Lot 100 Property;

08/14/2015 02:17PM

B/P:001687/000192

Inst#:00080039

Cumberland, RI

9. WHEREAS, based on a 2011-2012 vapor intrusion study, undertaken pursuant to terms of the Consent Decree, EPA has determined an amendment is required to the 2008 Declaration in order to: (1) provide notice that data from the vapor intrusion study indicates the presence of volatile organic compounds at high levels in soil gas under the Building on the Lot 100 Property, which EPA determined did not pose a risk to human health at the time of the study based on Building conditions and uses at the time of the study, but could eventually migrate into the Building and pose a risk to human health in the future depending upon changed Building conditions and uses; (2) provide notice of the need to continue monitoring at the Building for potential vapor intrusion for RIDEM and EPA to assess any unacceptable risk; and (3) impose certain additional land use restrictions and covenants that run with the land in order to protect human health from any threat from potential vapor intrusion; and

10. WHEREAS, the 2008 Declaration is hereby amended as set forth herein, but otherwise reaffirmed, verified, confirmed and restated in full and acknowledged as such by Grantor.

NOW, THEREFORE:

11. Grant: For and in consideration of the terms of the Consent Decree and other good and valuable consideration paid and the agreements and promises hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, Grantor, on behalf of itself, its heirs, successors, successors-in-title, and assigns, does hereby covenant and declare that the Properties shall be subject to the covenants, conditions, and restrictions on use set forth below, and does give, grant, and convey to the Grantee (a) the right to enforce said use restrictions, and (b) an environmental protection/conservation easement of the nature and character set forth below. This restriction shall not be subject to the thirty year limitation on restrictive covenants consistent with R.I. General Laws Section 34-4-21.

12. Covenant, Conditions, and Restrictions on Use: The following covenants, conditions, and restrictions apply to the use of the Properties. They run with the land and are binding on the Grantor and Grantor's heirs, successors, successors in title, and assigns:

a) *Groundwater underlying the Properties shall not be withdrawn for any purpose, except for the remediation purposes outlined in the Consent Decree and SOW. Paragraph 5 of this Amended and Restated Easement discusses the remedial provisions of the Consent Decree and SOW. Groundwater supply wells shall not be installed or utilized on any part of the Properties, nor shall the hydrology of such groundwater be altered in any way.*

b) No use or activity shall occur on the Properties, which will disturb any of the remedial measures implemented at the First Operable Unit, unless otherwise

provided for in the SOW. These remedial measures include, without limitation, the collection, treatment and discharge of ground water; the excavation, dewatering, storage, treatment and disposal of soils; the use of soil caps; the installation of monitoring wells; the long term monitoring of groundwater and soils; signage; fencing; and other active and passive remedial systems. Paragraph 5 of this Instrument lists some of these remedial measures. As provided in Paragraph 31.c. of the Consent Decree, Grantor shall have the opportunity to demonstrate to EPA's satisfaction that an intended use would not have any adverse impact on, or otherwise adversely affect, any containment system, treatment system, or monitoring system.

c) Grantee and EPA shall be notified prior to any facility improvements or other construction activities that could disturb the remediation or be incompatible with the restrictions, rights and easements granted in this instrument, consistent with the provisions of Paragraphs 15 and 19 of this Instrument. Grantor may not take action to implement any improvement or other such construction activity without prior written approval from the Grantee and EPA. Any such improvements or activities shall be subject to the restrictions set forth in Section V.C.2 of the SOW.

d) There shall be no material excavation of sod or other material earthwork activities on the Properties, including but not limited to, landscaping and surface regrading, without the prior written approval of Grantee.

e) To help prevent and minimize any threat from potential vapor intrusion of volatile organic compounds to occupants of the Building, Grantor must: (1) provide EPA and RIDEM with notice of any changes of use or tenancy at the Building; and (2) obtain prior written approval from RIDEM and EPA, before undertaking any changes to the physical structure of the Building, and/or before allowing any of the following activities or uses in the Building: (i) residential, (ii) day care or educational for children under the age of 18, (iii) community center for children under the age of 18, and (iv) recreational. Grantor also agrees that any new buildings developed on the Lot 100 Property must be proven to meet certain risk standards and/or criteria to adequately ensure that vapor intrusion is not a threat to human health, as determined by RIDEM and EPA.

13. Modification or Termination of Restrictions: The above covenants and restrictions may be modified or terminated, in whole or in part, in writing and recorded with the Records of Land Evidence of the Town of Cumberland, Rhode Island, only by Grantee, after obtaining the written concurrence of EPA, after reasonable opportunity for review and comment by the State of Rhode Island. At the very latest, such covenants and restrictions shall be terminated when Grantee notifies the Grantor, after obtaining the written concurrence of EPA, that the First Operable Unit of the Peterson/Puritan Superfund Site does not pose a threat to human health and the

08/14/2015 02:17PM

B/P:001687/000194

Inst#:00080039

Cumberland, RI

environment under either state or federal law. Grantee and EPA shall review in a timely manner such termination at the time of EPA's issuance of its Certification of Completion pursuant to Section XV of the Consent Decree, and if a decision is made to issue the Certification of Completion but not terminate the above covenants and restrictions, Grantee and/or EPA will explain the reasons why they believe that a threat to human health and the environment exists under federal and/or state law at that time and describe the timing and steps that will be required to terminate the above covenants and restrictions. If requested by the Grantor, and approved by the Grantee and EPA, the Grantee will execute any termination or modifications of covenants and restrictions in recordable form.

14. Environmental Protection/Conservation Easement: Grantor hereby grants to Grantee, an irrevocable right of access at all reasonable times to the Property with men and by equipment for the purposes of conducting any activity related to the Consent Decree, including, but not limited to:

- a) Monitoring the Work required by the Consent Decree;
- b) Verifying any data or information submitted to the United States and RIDEM;
- c) Conducting investigations relating to contamination at or near the Site, including but not limited to any investigations within any building(s);
- d) Obtaining samples, including but not limited to any samples taken inside and under the foundation of any buildings(s);
- e) Assessing the need for, planning or implementing additional response actions at or near the Site, including but not limited to any work related to vapor intrusion;
- f) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents, consistent with Section XXV of the Consent Decree; and
- g) Assessing Settling Defendants' compliance with the Consent Decree.

15. Reserved Rights of Grantor: Grantor hereby reserves all rights and privileges in and to the use of the Properties, including the right to maintain, repair, use, operate, and replace the existing facilities on the Properties, as long as the Grantor's use of the Properties is not incompatible with the restrictions, rights, and easements granted in this Instrument. EPA has found that the use of the Properties as an industrial site, as such use exists on the effective date of this Instrument, is compatible with the remedial action and is specifically permitted, subject to state and local laws and approvals. However, such permitted uses do not include any right to add to or expand or otherwise change the existing improvements and facilities, or conduct other activities on the site of the

08/14/2015 02:17PM
B/P:001687/000195
Inst#:00080039
Cumberland, RI

Properties if such activity would disturb the remediation or be incompatible with the restrictions, rights, and easements granted in this Instrument.

16. Nothing in this document shall limit or otherwise affect the United States' or the State of Rhode Island's or their agents' rights of entry and access provided by law or regulation.

17. No Public Access and Use: This Instrument does not convey a right of access or use by the general public to any portion of the Properties.

18. Requirements for Conveyances: Grantor, and any person who subsequently acquires any interest in Grantor's property, including, but not limited to, by deeds, leases, and mortgages, shall give (a) written notice of the Consent Decree and this Instrument to the person or entity that will receive the conveyance (the transferee), and (b) written notice of the conveyance to Grantee, EPA and all required parties in accordance with the provisions of Paragraph 23 of this Amended and Restated Easement, including the name and address of the transferee and the date on which the Grantor gave the notice to that transferee. Such transfer shall take place only if the transferee agrees, as a part of the agreement to purchase or otherwise obtain the property that it will comply with the obligations of the Grantor to provide access to the Properties and with all of the Declarations set forth in this Instrument. Grantor agrees to include in any Instrument conveying an interest in any portion of the Properties a notice, which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF AN AMENDED AND RESTATED DECLARATION OF COVENANTS AND ENVIRONMENTAL PROTECTION/ CONSERVATION EASEMENT, DATED _____, RECORDED IN THE RECORDS OF LAND EVIDENCE FOR THE TOWN OF CUMBERLAND, RHODE ISLAND ON _____, IN BOOK _____, PAGE _____, ENFORCEABLE BY THE STATE OF RHODE ISLAND, THE UNITED STATES OF AMERICA, , LONZA, INC., CCL CUSTOM MANUFACTURING, INC., PACIFIC ANCHOR CHEMICAL CORP., SUPERVALU OPERATIONS, INC., AND CPC INTERNATIONAL, INC., AND THEIR SUCCESSORS AND ASSIGNS

The failure to include such a provision shall not affect the validity or applicability to the Properties of this environmental land use restriction. Within thirty (30) days of executing any such an instrument of conveyance, Grantor must provide Grantee, EPA, the settling defendants and their contractors listed in Paragraph 23 of this Instrument (entitled "Notices") with a true copy of the instrument of conveyance and, if it has been recorded in the public land records, its recording reference.

19. Construction Activities: Grantor shall notify Grantee, EPA, the settling

08/14/2015 02:17PM
B/P:001687/000196
Inst#:00080039
Cumberland, RI

defendants, and the contractors listed in Paragraph 23 of this Instrument (entitled "Notices") prior to undertaking any facility improvements or other construction activities that (a) involve the Building or the development of new buildings on the Lot 100 Property, as specified above under Paragraph 12.e); (b) could disturb remediation activities (including, but not limited to, disturbing monitoring wells, potentially contaminated soils, or bituminous and cement caps), or (c) could alter groundwater, surface water flow, or soil percolation patterns. Any such improvements or activities shall be subject to the restrictions set forth in Section V.C.2. of the SOW.

20. Administrative jurisdiction: The Rhode Island Department of Environmental Management is the state agency having administrative jurisdiction over the interests acquired by the State of Rhode Island through this Instrument. The Director of the Rhode Island Department of Environmental Management or his or her delegate shall exercise the discretion and authority granted to the State herein.

21. Enforcement: Grantee is entitled to enforce the terms of this Instrument by resorting to specific performance or legal process. In addition to the remedies available under this Instrument, Grantee may seek any and all other remedies available at law or in equity, including those provided under CERCLA. Grantee shall have the discretion to enforce the terms of this Instrument. Any forbearance, delay, or omission to enforce in the event of a breach of any provision of this Instrument shall not be deemed to be a waiver of (a) such provision or (b) of any subsequent breach of the same or any other provision, or (c) of any of the rights of the Grantee under this Instrument. The EPA is a third party beneficiary to this Amended and Restated Easement and is entitled to all the rights and privileges accorded to third party beneficiaries under Rhode Island law, including enforcement rights. The parties to the Consent Decree: Lonza Inc., Supervalu Operations, Inc., Pacific Anchor Chemical Corp., CPC International Inc., CCL Custom Manufacturing, Inc. and their successors, also are entitled to enforce the terms of this Instrument. Grantor hereby waives any defense of laches, estoppel, or prescription against the United States or the State of Rhode Island in any action taken to enforce the terms of this Instrument. In accordance with R.I. Gen. Laws Title 34, Chapter 39, entitled "Conservation and Preservation Restrictions on Real Property," no provision of this Instrument shall be unenforceable on account of (a) lack of privity of estate or contract, (b) lack of benefit to a particular land, (c) the benefit being assignable or being assigned to any governmental body or to any entity with like purposes, or (d) any other doctrine of Property law which might cause the termination of the provision.

22. Covenants: The Grantor, for itself and for its heirs, successors, successors-in-title, assigns, executors, and administrators, hereby covenants to and with the Grantee, that the Grantor is lawfully seized in fee simple of the Properties, that the Grantor has a good right, full power and lawful right to grant and convey the above easement, covenants, and land use restrictions, that the Properties are free and clear of encumbrances, except those noted on Exhibit B attached hereto, that the Grantee and its agents and assigns shall at all times hereafter peacefully and quietly have and enjoy

08/14/2015 02:17PM

B/P:001687/000197

Inst#:00080039

Cumberland, RI

the granted interest in the property, and that the Grantor and its heirs, successors, successors-in-title, assigns, executors and administrators shall warrant and defend the premises to the Grantee and their assigns and personal representatives forever against the lawful claims and demands of all persons.

23. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing. Such written notice shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other parties in writing.

As to the State:

Paul Kulpa
Peterson/Puritan, Inc. Superfund Site State Project Coordinator
Office of Waste Management
Rhode Island Department of Environmental Management
235 Promenade St.
Providence, RI 02908

As to the EPA:

David J. Newton
Peterson/Puritan, Inc. Site Remedial Project Manager
Office of Site Remediation and Restoration
U.S. Environmental Protection Agency - Region I
5 Post Office Square (Mail Code: OSRR07-1)
Boston, MA 02109-3912

As to the Settling Defendants:

General Counsel-
Unilever United States, Inc.
700 Sylvan Avenue, B3001
Englewood Cliffs, NJ 07632

Andrew Shakalis, Esq.
Associate General Counsel-
Environmental & Safety
Unilever United States, Inc.
700 Sylvan Avenue, B3001
Englewood Cliffs, NJ 07632

With a copy to:

08/14/2015 02:17PM
B/P:001687/000198
Inst#:00080039
Cumberland, RI

John Mancini, Esq.
Kelly & Mancini, P.C.
128 Dorrance Street, Suite 300
Providence, RI 02903

and

Brad Dean
Berkeley Acquisition Corporation
60 Industrial Drive
Cumberland, RI 02864

24. Restated. The 2008 Declaration is hereby re-affirmed and restated other than as amended hereby and that the same is in full force and effect, remaining binding and enforceable on Grantor.

23. General provisions:

a) Controlling law: The interpretation and performance of this Instrument shall be governed by the law of the State of Rhode Island.

b) Definitions: Any provision or term not otherwise defined in this Instrument shall have the meaning set forth in the Consent Decree and the appendices to the Consent Decree.

c) Liberal construction: Any general rule of construction to the contrary notwithstanding, this Instrument shall be liberally construed in favor of the grant to effect the purpose of this Instrument, the Consent Decree and its appendices, and the policy and purpose of CERCLA. If any provision of this Instrument is found to be ambiguous, an interpretation consistent with the purpose of this Instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

d) Limitations: Nothing in this Instrument shall be construed to transfer liability for environmental conditions on the Properties to Grantee or the EPA.

e) Severability: If any provision of this Instrument, or the application of it to any person or circumstance, is found to be invalid, the finding of invalidity will not affect i) the validity of the remainder of the provisions in the Instrument, or ii) the application of such provisions to any other person or circumstances.

f) Entire Agreement: This Instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all

08/14/2015 02:17PM
B/P:001687/000199
Inst#:00080039
Cumberland, RI

prior oral understandings relating thereto, all of which are merged into this Instrument.

g) No Forfeiture: Nothing contained in this Instrument will result in a forfeiture or reversion of Grantor's title in any respect.

h) Successors: The covenants, terms, conditions, and restrictions of this Instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, successors, successors-in-title, and assigns and shall continue as a servitude running with the Properties. The term "Grantor," wherever used herein, and any pronouns used in place of the term "Grantor," shall include the person and/or entity named at the beginning of this document, identified as "Grantor" and its heirs, successors, successors-in-title, personal representatives and assigns. The term "Grantee," wherever used herein, and any pronouns used in place of the term "Grantee," shall include the entity named at the beginning of this document, identified as "Grantee," its personal representatives, agents and assigns. The rights of the Grantee and Grantor under this Instrument are freely assignable, subject to the notice provisions contained in Paragraph 23 of this Instrument. Any transferee of the fee title to the Properties or any leasehold interest in the Properties shall automatically be deemed, by acceptance of such interest, to have acquired such title or interest subject to the restrictions contained or referred to in this Instrument and to have agreed to execute any and all Instruments reasonably necessary to carry out the provisions of this Instrument. Consistent with R.I. Gen. Laws Title 34, Chapter 39-3(c), the rights and obligations under this Instrument shall not be subject to a 30-year limitation on restrictive covenants.

i) Termination of Rights and Obligations: A party's rights and obligations under this Instrument terminate upon transfer of the party's interest in the Properties, except that (i) liability for acts or omissions occurring prior to the transfer shall survive the transfer; (ii) the transfer shall in no way alter the Settling Defendant's obligations under the Consent Decree; and (iii) the transfer shall not affect the Grantee's rights under this Amended and Restated Easement.

j) Captions: The captions in this Instrument have been inserted solely for convenience of reference and are not a part of this Instrument and shall have no effect upon the construction of this Instrument.

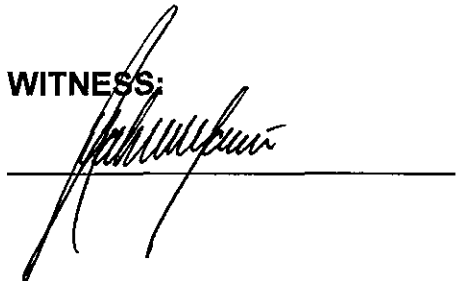
k) Counterparts: The parties may execute this Instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In event of any disparity between the counterparts produced, the recorded counterpart shall control.

TO HAVE AND TO HOLD unto the Grantee and Grantee's assigns forever.

08/14/2015 02:17PM
B/P:001687/000200
Inst#:00080039
Cumberland, RI

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed by its duly authorized representative this 16 day of April, 2015.

WITNESS:



Berkeley Acquisition Corporation

By: Bradford Dean

Title: President

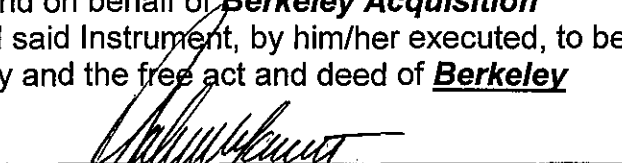
STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

On this 16 day of April, 2015, before me, the undersigned, a Notary Public in and for the State of Rhode Island duly commissioned and sworn, personally appeared **Bradford A. Dean of Berkeley Acquisition Corporation**, known by me to be the party executing the foregoing agreement for and on behalf of **Berkeley Acquisition Corporation**, and he/she acknowledged said Instrument, by him/her executed, to be his/her free act and deed in said capacity and the free act and deed of **Berkeley Acquisition Corporation**.

JOHN O. MANCINI
Notary Public

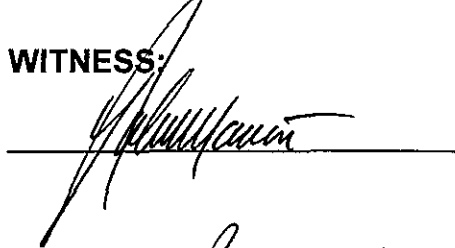
My Commission Expires: December 30, 2015



NOTARY PUBLIC
My Commission Expires: 12/30/15

The undersigned, the holder of a **MORTGAGE**, recorded in the Records of Land Evidence of the Town of Cumberland, Rhode Island in Book 1479 at Page 264, by execution hereof, agrees that the rights and easements reserved to it and to the portion of the Properties described therein and in Exhibit B of this Instrument, shall be subject and subordinate to the terms and provisions of this Instrument.

WITNESS:



BRADFORD A. DEAN

By: Bradford Dean

STATE OF Rhode Island
COUNTY OF Providence

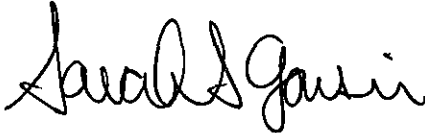
JOHN O. MANCINI
Notary Public
My Commission Expires: December 30, 2015

08/14/2015 02:17PM
B/P:001687/000201
Inst#:00080039
Cumberland, RI

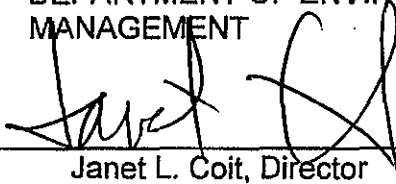
IN WITNESS WHEREOF, Grantee hereby acknowledges its acceptance of the above-described property interest (e.g. use restrictions and conservation easement) by its duly authorized representative this 30th day of April, 2015.

WITNESS:

STATE OF RHODE ISLAND,
DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT




By:


Janet L. Coit, Director

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 30th day of April, 2015, before me personally appeared Janet L. Coit, the Director of the STATE OF RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, and she acknowledged said instrument by her executed to be her free act and deed, her free act and deed in her capacity as aforesaid, and the free act and deed of the STATE OF RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.


NOTARY PUBLIC # 754243
My Commission Expires: 07/05/2016

Attachments:

- Exhibit A: legal description of the Properties
- Exhibit B: list of persons, other than Grantor, who hold interests in the Properties
- Exhibit C: map of remediation area
- Exhibit D: map of Properties

08/14/2015 02:17PM
B/P:001687/000202
Inst#:00080039
Cumberland, RI

EXHIBIT A

Legal Description of the Properties

08/14/2015 02:17PM

B/P:001687/000203

Inst#:00080039

Cumberland, RI

Exhibit A

Policy No: 4978290

PARCEL I

Assessor's Plat 34, Lot 100:

That certain tract or parcel of land situated northerly of Martin Street and westerly of Mendon Road in the Town of Cumberland, County of Providence, State of Rhode Island and Providence Plantations, delineated on that plan entitled "ALTA/ACSM Land Title Survey Plan A.P. 34, Lots 100 & 190, Martin Street & Mendon Road (R.I. Route 122), Cumberland, Rhode Island, The MGP Group / Guardian Trust, 733 Summer Street, Stamford, CT 06901, Project No.06-058, Scale 1" = 60', Date: 01-23-08, by Waterman Engineering Company" said parcel being more particularly bounded and described as follows:

Beginning at a point in the westerly highway line of Mendon Road, as delineated on Rhode Island Highway Plat No. 179, said point being the northeasterly corner of land now or formerly of Carol A. Jencks and the northeasterly corner of the parcel herein-described.

Thence proceeding S 33° 59' 25" W, bounded southeasterly by the said Jencks land, a distance of one hundred forty nine and 37/100 (149.37') feet to a corner;

Thence proceeding 56° 00' 35" E, bounded northeasterly by said Jencks land, a distance of eighty eight and 20/100 (88.20') feet to land now or formerly of Robert B. and Susan S. Thurston;

Thence proceeding S° 48' 04' 25" W, bounded southeasterly in part by the said Thurston land and in part by land now or formerly of Donald R & Marie Marcotte, a distance of three hundred forty seven and 74/100 (347.74') feet to an angle;

Thence proceeding S 51° 48' 25" W, bounded southeasterly by the said Marcotte land, a distance of one and 63/100 (1.63') feet to a corner;

Thence proceeding 33° 43' 35" E, bounded northeasterly by the said Marcotte land, a distance of one hundred fifty and 00/100 (150') feet to the northerly street line of Martin Street and the southeasterly corner of the parcel herein-described;

Thence proceeding S 51° 48' 25" W, by and with the said northerly street line of Martin Street, a distance of two hundred fifty three and 00/100 (253.00') feet to and angle point;

Thence proceeding S 60° 43' 55" W, by and with the said northerly street line of Martin Street, a distance of two hundred sixty three and 00/100(263.00') feet to land now or formerly of KIK Custom Products, Inc. and the southwesterly corner of the parcel herein described;

Thence proceeding N 52° 09' 08" W, bounded southwesterly by the said KIK Custom Products land, a distance of three hundred seventy five and 39/100 (375.39') feet to an angle point at other land now or formerly of KIK Custom Products, Inc.;

Thence proceeding N 20° 07' 01" W, bounded westerly by the said KIK Custom Products land, a distance of six hundred fifty and 00/100 (650.00') feet to land now or formerly of Berkeley Acquisition Corporation and the northwesterly corner of the parcel herein-described;



08/14/2015 02:17PM

B/P:001687/000204

Inst#:00080039

Cumberland, RI

Thence proceeding N 56° 12' 04" E, bounded northwesterly by the said Berkeley Acquisition Corporation land, a distance of five hundred thirty seven and 29/100 (537.29') feet to land now or formerly of Henry J. & Sandra F. Yakey;

Thence proceeding S 33° 45' 34" E, bounded northeasterly in part by the said Yakey land, in part by land now or formerly of Edsel North, L.P. and in part by land now or formerly of Joseph R. Hamel, a distance of two hundred six and 50/100 (206.50') feet to an angle;

Thence proceeding S 35° 48' 34" E, bounded northeasterly by the said Hamel land, a distance of one hundred thirty five and 09/100 (135.09') feet to an angle;

Thence proceeding S 29° 58' 34" E, bounded northeasterly by the said Hamel land, a distance of one hundred twenty four and 85/100 (124.85') feet to an angle;

Thence proceeding N 50° 11' 26" E, bounded northwesterly by the said Hamel land, a distance of two hundred eighty two and 38/100 (282.38') feet to the said westerly highway line of Mendon Road;

Thence proceeding S 62° 00' 35" E, by and with the said westerly highway line of Mendon Road, a distance of fifty three and 06/100 (53.06') feet to Rhode Island Highway Bound found, opposite to and 30.22' left of baseline station 99+91.23 as shown on the aforementioned highway plat;

Thence continuing S 62° 00' 35" E, by and with the said westerly highway line of Mendon Road, a distance of one hundred ninety one and 28/100 (191.28') feet to the point and place of beginning

PARCEL II

Assessor's Plat 34, LOT 190:

That certain tract or parcel of land situated northerly of Martin Street in the Town of Cumberland, County of Providence, State of Rhode Island and Providence Plantations, delineated on that plan entitled "ALTA/ ACSM Land Title Survey Plan A.P. 34, Lots 100 & 190, Martin Street & Mendon Road (R.I. Route 122), Cumberland, Rhode Island, The Guardian Trust, c/o MGP Group P.O. Box 158 Fairfield, Connecticut 06824, Project No. 06-058, Scale: 1" = 60', Date: 01/23/08, Revised: 12/15/08 & 2/7/09 Sheet 2 of 6 by Waterman Engineering Company, Richard S. Lipsitz, PLS #1857." Said parcel being more particularly bounded and described as follows:

Beginning at a point in the northerly street line of Martin Street, said point being the southwesterly corner of land now or formerly of KIK Custom Products, Inc. and the southeasterly corner of the parcel herein-described;

Thence proceeding S 60° 00' 29" W, by and with the said northerly street line of Martin Street, a distance of two hundred nineteen and 83/100 (219.83') feet to other land now or formerly of KIK Custom Products, Inc. and the southwesterly corner of the parcel herein-described;

Thence proceeding N 20° 08' 15" W, bounded westerly by the said KIK Custom Products land, a distance of two hundred ninety and 11/100 (290.11') feet to a corner;

Thence proceeding N 69° 51' 45" E, bounded northerly by the said KIK Custom Products land, a distance of sixteen and 50/100 (16.50') feet to a corner;

Thence proceeding N 20° 08' 15" W, bounded westerly by the said KIK Custom Products land, a distance of sixty five and 63/100 (65.63') feet to other land now or formerly of KIK Custom Products, Inc. and the northerly corner of the parcel herein-described;



08/14/2015 02:17PM

B/P:001687/000205

Inst#:00080039

Cumberland, RI

Thence proceeding S 52° 18' 25" E, bounded northeasterly by the said KIK Custom Products land, a distance of three hundred seventy five and 81/100 (375.81') feet to the northwesterly street line of Martin Street and the point and place of beginning.

PARCEL III

For reference purposes the following comprises Assessor's Plat 34, Lots 193, 194, 195, and 235:

That certain tract or parcel of land situated southerly of Martin Street and westerly of Victory Street in the Town of Cumberland, County of Providence, State of Rhode Island and Providence Plantations, delineated on that plan entitled "ALTA/ ACSM Land Title Survey Plan A.P. 34, Lots 188, 193-195, 219 & 235, Martin Street & Victory Street, Cumberland, Rhode Island, The Guardian Trust, c/o MGP Group P.O. Box 158 Fairfield, Connecticut 06824, Project No. 06-058, Scale: 1" = 50', Date: 01/23/08, Revised: 2/6/09 & 2/7/09 Sheet 3 of 6 by Waterman Engineering Company, Richard S. Lipsitz, PLS #1837." Said parcel being more particularly bounded and described as follows:

Beginning at the intersection of the southerly street line of Martin Street and the westerly street line of Victory Street, said point being the northeasterly corner of the parcel herein-described;

Thence proceeding S 41° 57' 57" E, by and with the said westerly street line of Victory Street, a distance of two hundred forty three and 09/100 (243.09') feet to land now or formerly of Redwood Co., L.L.C. and the southeasterly corner of the parcel herein-described;

Thence proceeding S 58° 53' 31" W, bounded southerly by the said Redwood Co. land, a distance of three hundred ninety and 75/100 (390.75') feet to the southwesterly corner of the parcel herein-described;

Thence proceeding N 24° 49' 31" W, bounded westerly by the said Redwood Co. land, a distance of two hundred twenty four and 06/100 (224.06') feet to the said southerly street line of Martin Street and the northwesterly corner of the parcel herein-described;

Thence proceeding N 60° 58' 34" E, by and with the said southerly street of Martin Street, a distance of one hundred sixty four and 44/100 (164.44') feet to an angle point;

Thence proceeding N 50° 52' 02" E, by and with the said southerly street line of Martin Street, a distance of one hundred fifty seven and 65/100 (157.65') feet to the westerly street line of Victory Street and the point and place of beginning.



08/14/2015 02:17PM
B/P:001687/000205
Inst#:00080039
Cumberland, RI

EXHIBIT B

Schedule of Encumbrances on the Properties

Schedule B

Policy No: 4978290

PROFORMA

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties other than the Insured or Mortgagor in actual possession of any or all of the land.
2. Any encroachment, encumbrance, violation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Unfiled mechanics' or materialmen's liens.
4. Riparian rights of others in and to the waters of any stream and/or rivers lying along and/or crossing the land, and any right, title and interest of others in and to any portion of the land consisting of filled tidal lands.
5. IF THE LAND IS A CONDOMINIUM UNIT:
 - (a) Terms and provisions as set forth in the Declaration of Condominium and By-Laws as recorded, as the same may be amended.
 - (b) Terms and provisions of the Condominium Ownership Act, R.I.G.L. Sec. 34-36-1, et seq., as amended, and/or the Rhode Island Condominium Act, R.I.G.L. Sec. 34-36.1-1.01, et seq., as amended.
6. Taxes and assessments (including liens not yet due and payable) as follows:
 - (a) Any unpaid taxes and/or assessments with interest or penalties due thereon.
 - (b) Any water/or sewer charges and/or assessments.
 - (c) Any fire district taxes; if applicable.
7. Any claims or liabilities arising from any violation of State or Federal Environmental Laws concerning any contamination on the property, including any claims or liabilities arising from any order to remove any contamination for the property and any claims or liabilities arising from US District Court Civil Action No. CA 95-397 Consent Decree recorded in Book 657 at Page 327.
8. Declaration of Covenants and Environmental Protection/Conservation Easement by and among KIK Custom Products, Inc. and the State of Rhode Island with the United States Environmental Protection Agency recorded in Book 1477, Page 567. (Affects All Parcels.)
9. Access Easement by and between KIK Custom Products, Inc. and Conopco, Inc. recorded in Book 1477, Page 556. (Affects All Parcels.)
10. Failure to record Articles of Amendment Evidencing the name change from CCL Custom Manufacturing, Inc. to KIK Custom Products, Inc.; and defective acknowledgement in the deed recorded in Book 1477, Page 585. (Affects All Parcels.)
11. Mortgage by Berkeley Acquisition Corporation in favor of Bradford A. Dean recorded on November 6, 2009 in Book 1479, Page 264; as affected by a Subordination, Non-Disturbance and Attornment Agreement recorded February 19, 2014 in Book 1641 at Page 356. (Affects All Parcels.), as subordinated to the Declaration by that certain Subordination instrument recorded with the Land Evidence Records of the Town of Cumberland on _____, 2015 in Book ___ at Page ___. ("Subordination") The company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the above-referenced Mortgage to have been subordinated, according to the public records, to the rights conveyed to USEPA and RIDEM by the Declaration by virtue of the Subordination.

CONDOMINIUM COVERAGE

If the land referred to in Schedule A is a condominium unit, the coverage contained in the ALTA 4.1 Condominium Endorsement is hereby given with respect to both the Owner's Policy and Loan Policy to the same extent as if it was attached to the policy.

INFLATION COVERAGE

The coverage contained in the Company's Residential Inflation Endorsement Form 91-112 is hereby given with respect to the Owner's Policy to the same extent as if it was attached to the policy.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



08/14/2015 02:17PM
B/P: 001687/000207
Inst#: 00080039
Cumberland, RI

B/P:001687/000208

Inst#:00080039

Cumberland, RI

Schedule B - Part I
Continued

Policy No: 4978290

12. Declaration of Covenants and Environmental Protection/Conservation Easement recorded in Book 1477,
Page 544

13. Restrictions, easements, and permitted encumbrances as set forth in the Deed recorded October 23, 2009 in
Book 1477 at Page 585; as affected by a Confirmatory Deed recorded February 25, 2010 in Book 1488 at
Page 755.

14. Memorandum of Lease made by and between Berkeley Acquisition Inc. (Lessor) and DW RI Solar, LLC
(Lessee) recorded February 19, 2014 in Book 1641 at Page 359; as affected by an Affidavit for Update of
Memorandum of Lease recorded February 19, 2014 in Book 1641 at Page 460.

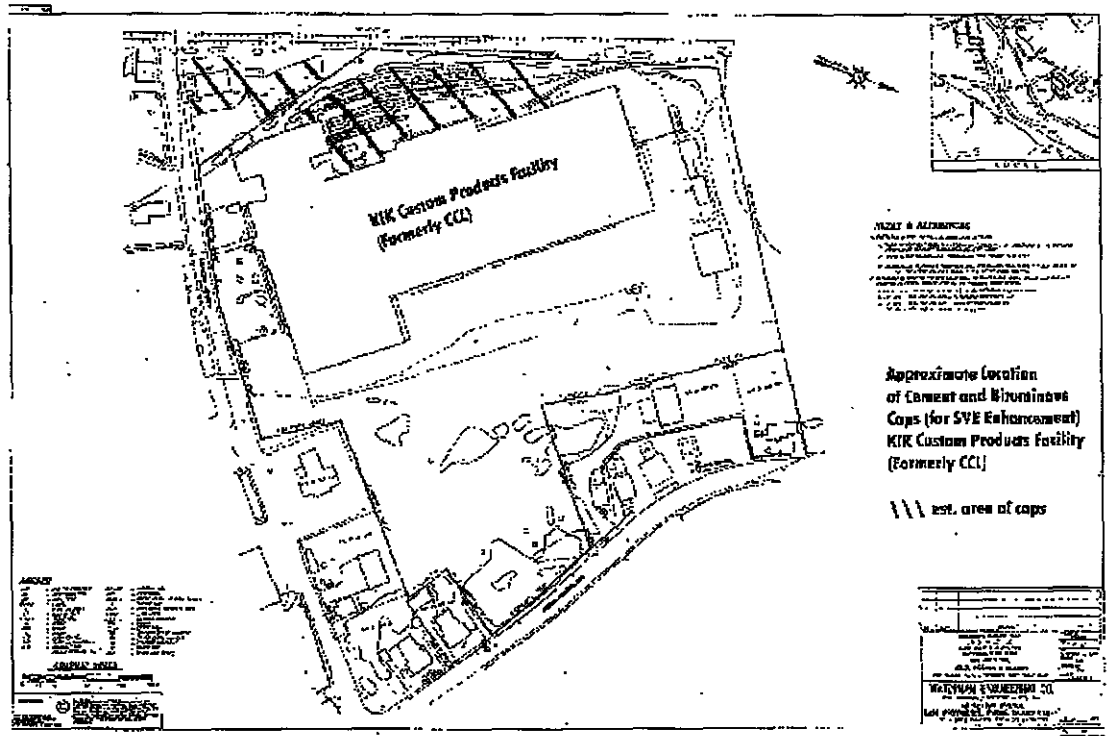
NOTE: IF THE LAND IS SUBJECT TO ANY RECORDED COVENANTS, CONDITIONS, AND/OR RESTRICTIONS: Any
provision in any recorded covenants, conditions and restrictions which indicate any preference, limitation or discrimination
based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted.

VD/17/2013 VL11771
B/P:001687/000208
Inst#:00080039
Cumberland, RI

PROFORMA

08/14/2015 02:17PM
B/P: 001687/000211
Inst#: 00080039
Cumberland, RI

EXHIBIT C (cont.)



08/14/2015 02:17PM
B/P:001687/000212
Inst#:00080039
Cumberland, RI

Exhibit D

Map of Properties

08/14/2015 02:17PM
B/P:001687/000213
Inst#:00080039
Cumberland, RI

10/23/2009 01:18PM

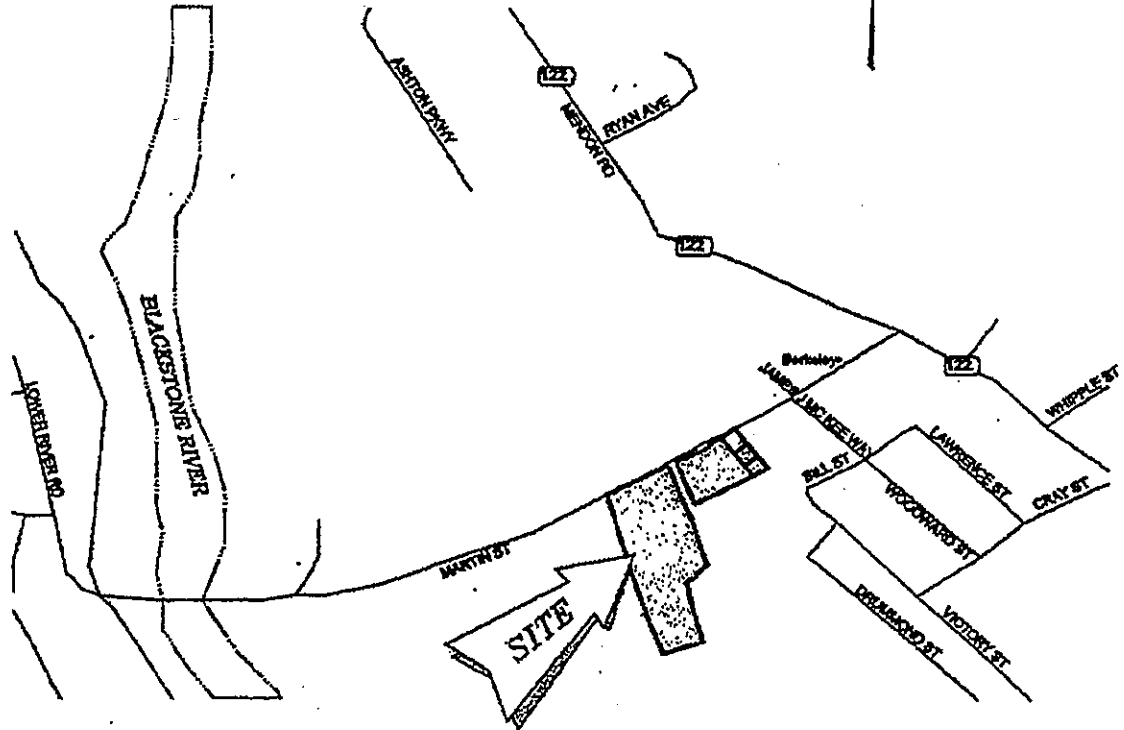
B/P:001477/000554

Inst#:00037704

Cumberland, RI

EXHIBIT C

Maps of the Properties



NOT TO SCALE

LOCUS MAP
A.P. 34 - LOTS 188, 193-195, 219 & 235
MARTIN STREET & VICTORY STREET
CUMBERLAND, RHODE ISLAND

17

WATERMAN ENGINEERING CO.
CIVIL ENGINEERS / SURVEYORS - EST. 1904
46 SUTTON AVENUE
EAST PROVIDENCE, RHODE ISLAND 02914
TEL - (401) 438-5773 FAX - (401) 438-5773

