

APPRAISAL REPORT

Of
An Industrial Property

Located At

51 Eames Street (AKA 109 Eames Street)
Wilmington, Massachusetts 01887

Prepared For:

Robert Jones, Managing Partner
New England Transrail, LLC
24 River Road, Suite 17
Clifton, NJ 07011

Prepared by

Robert Shannon, MAI, CCIM
Massachusetts Certified General Real Estate Appraiser
License #720

and

John A. Shuka, MAI, SRA, AI-GRS
Massachusetts Certified General Real Estate Appraiser
License #75

of

SHUKA ASSOCIATES, INC.
8 Enon Street, Suite 1B
Beverly, Massachusetts 01915
(978) 921-1700

Date of Market Value Opinion

June 23, 2017

Date of Report

August 25, 2017

LETTER OF TRANSMITTAL

August 25, 2017

Robert Jones
Managing Partner
New England Transrail, LLC
24 River Road, Suite 17
Clifton, NJ 07011

Re: 51 Eames Street
Wilmington, MA

Dear Mr. Jones:

In response to your request, on June 23, 2017, Robert Shannon made a personal inspection of the property known as 51 Eames Street, Wilmington, MA. The purpose of the appraisal is to provide a market value opinion of the owner's marketable rights and interests in the property. The intended user of the Appraisal is the Client, and the intended use of the Appraisal is in matters relating to a prospective purchase of the subject. The Wilmington Assessor's records identify the subject as 109 Eames Street. The deed for the subject identifies the subject as 51 Eames Street. The subject is referred to in this report as 51 Eames Street.

The subject is a 53+/- acre parcel of land, improved with various industrial buildings which were vacant as of the date of the appraisal. These buildings will be demolished, prior to the sale of the property. The property is owned by Olin Corporation, and is a portion of a Superfund site. As of the date of this report, there is remediation equipment on the site. Operations for monitoring and removing hazardous waste are ongoing. According to the Client, the current property owner is responsible for all remediation of the site, and will be responsible for, in perpetuity, any contamination issues that arise at the site at any future date, other than issues created by future owners or users of the property. Given the contamination of the site, it is probable that an AUL (Activity and Use Limitation Agreement) will be imposed on the subject site. The appraisal assumes the AUL will state that an industrial use is consistent with the AUL opinion, and that such uses as a residential use, playground use, agricultural use, and similar uses are inconsistent with the AUL opinion. The site is proposed for improvement with an industrial building that is to be used in conjunction with a rail freight operation. The site has direct rail access. According to information available at the Planning Office for the Town of Wilmington, the subject had been proposed for redevelopment with a building of approximate 350,000 square feet. However, according to a representative of the Planning Board, all approvals have expired, and as of the date of this report the subject is not approved for development.

Due to remediation work that has occurred at the site, it was reported that the site can now accommodate a 450,000 square foot building. According to the Client, the site may be improved with a building as large as 550,000 square feet, the larger building being obtainable due to the fact that improvements that are used in association with rail do not have to meet setback requirements. Whereas, the subject had been

proposed for redevelopment with a 350,000 square foot industrial building, the appraisal is based on the assumption that the site can be permitted for the construction of a standard 350,000 square foot industrial building.

As of the date of valuation, remediation of the site continues, and the duration of the remediation is unknown to the appraiser. In a prior telephone conversation with Iris Davis of the Massachusetts DEP, the appraiser was informed that liability for remediation of the site upon transfer of ownership of the site must be established in the language of the sale agreement. The appraisal is based on the assumption that at the time of sale of the subject, a binding agreement will be recorded whereby the present owner of the subject assumes total responsibility in perpetuity for all remediation, remediation costs, and any costs associated with remediation of the site. Per Iris Davis, irrespective of the existence of such an agreement, should the responsible party (i.e. the current owner) cease to exist or become bankrupt and unable to fund the remediation costs, then DEP would pursue any subsequent owner of the subject to enforce remediation obligations, and to fund these obligations. Based on this potential liability for a buyer of the subject, the appraisal is based on the assumption that the current owner of the subject will, as an operational and financially secure entity, endure in perpetuity and never declare bankruptcy or by any other means become unable to fund remediation of the site. The appraisal is based on the assumption that a buyer for the subject would not, presently or at any future date, incur any cost or liability for remediation of the site.

Per the sale agreement for the subject, there is to be an Interim AUL (Activity and Use Limitation) for the subject. Uses inconsistent with the AUL include residential, school, child care, and playground uses, as well as agricultural activity. Demolition is also inconsistent, unless performed within specified standards. The AUL does not specify, other than the proposed trans-loading use, what industrial uses are consistent with the AUL. The appraisal is based on the assumption that all typical industrial uses are allowed for the subject, and are assumed consistent with the AUL. The appraisal is based on the assumption that any permanent AUL for the subject will state that all typical industrial and commercial uses of the subject are consistent with the AUL opinion.

As a result of our inspection of the property and our research of the market, it is our opinion the market value of the fee simple interest of the subject property, in its "as is" condition as of June 23, 2017, subject to the assumptions and limiting conditions stated in this report is:

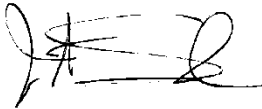
THREE MILLION DOLLARS
(\$3,000,000)

The analysis and conclusions within the attached appraisal report are based upon field research, interviews with market participants, and publicly available data collected by the appraiser. This report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice. Included is a description and analysis of the real estate, all pertinent data, valuation methodology, supporting relevant exhibits and any necessary addenda.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert Shannon", written in a cursive style.

Robert F. Shannon, MAI, CCIM
Massachusetts Certified General RE Appraiser
License #720

A handwritten signature in black ink, appearing to read "John A. Shuka", written in a cursive style.

John A. Shuka, MAI, SRA, AI- GRS
Massachusetts Certified General RE Appraiser
License #75

TABLE OF CONTENTS

LETTER OF TRANSMITTAL.....2

SUBJECT PHOTOGRAPHS.....8

PROPERTY IDENTIFICATION14

SCOPE OF THE ASSIGNMENT22

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS.....23

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS.....25

HYPOTHETICAL ASSUMPTIONS AND LIMITING CONDITIONS.....26

DEFINITION OF MARKET VALUE26

EXPOSURE TIME AND MARKETING TIME26

LOCATION AND MARKET ANALYSIS SUMMARY28

DESCRIPTION OF THE PROPERTY34

FLOOD MAP.....36

ASSESSOR MAP.....37

DESCRIPTION OF THE IMPROVEMENTS38

ZONING39

ZONING MAP.....40

VALUATION METHODOLOGY44

DIRECT SALES COMPARISON APPROACH45

RECONCILIATION AND OPINION OF MARKET VALUE-"AS IS".....62

CERTIFICATION63

ADDENDUM65

ENVIRONMENTAL INFORMATION66

CLIENT ENGAGEMENT LETTER83

QUALIFICATIONS OF THE APPRAISERS.....87

COPIES OF APPRAISERS' LICENSES.....92

AERIAL PHOTOGRAPHS & LOCATION MAP93

Summary of Appraisal Facts

<i>Property Address</i>	51 Eames Street Wilmington, MA
<i>Owner of Record</i>	Olin Chemicals & Chlor Alkali, Inc.
<i>Assessor Identification</i>	109 Eames Street, Map 37 Parcel 10
<i>Legal Description</i>	Book 9608 Page 34, Middlesex North Registry of Deeds
<i>Property Use</i>	Vacant Industrial
<i>Proposed Use</i>	Rail-to-truck trans-loading facility
<i>Highest and Best Use</i>	Industrial development
<i>Property Rights Appraised</i>	Fee Simple Interest
<i>Lot Size</i>	53+/- acres
<i>Existing Improvements</i>	Industrial
<i>Proposed Improvements</i>	Industrial
<i>Estimated Exposure & Marketing Time</i>	12 to 18 months

Valuation

Cost Approach	N/A
Income Approach	N/A
Sales Comparison Approach	\$3,000,000
"As Is "Market Value Opinion	\$3,000,000

NEIGHBORHOOD PHOTOGRAPHS



Views along Eames Street



SUBJECT PHOTOGRAPHS



Entrance to the subject



View of one of the existing building which will be demolished

SUBJECT PHOTOGRAPHS



Views of existing buildings which will all be demolished



SUBJECT PHOTOGRAPHS



Views of the existing buildings which will be demolished



SUBJECT PHOTOGRAPHS



Views of the 4 ½ acre capped area



SUBJECT PHOTOGRAPHS



View of the improvements associated with the remediation of the property



SUBJECT PHOTOGRAPHS



View of the improvements associated with the remediation of the property



PROPERTY IDENTIFICATION

The Appraisal puts forth a Market Value Opinion for the subject as of the date of the site visit. The subject is a vacant industrial property, improved with buildings that were at one time occupied for R&D, office, and industrial uses. The subject is reported to have been occupied by National Polychemicals as of 1953, when the property was used for chemical processing. In 1968, Stepan Chemical Corporation purchased NPI, and operated the facility until its purchase by Olin Corporation in 1980. The facility is reported to have been used for the manufacture of chemical blowing agents, stabilizers, antioxidants and other specialty chemicals. The facility was closed in 1986. Before 1970, liquid wastes were discharged into unlined pits and ponds, as well as a man-made excavation called Lake Poly Liquid Waste Disposal Area. In 1970, Stepan Chemical installed an acid treatment and neutralization system, with lined lagoons. Treated waste was released into the lagoons. The lagoons were periodically dredged, with the sludge deposited in a landfill in the southwest corner of the property (now known as the Calcium Sulfate Landfill). As a result of the on-site disposal practices, groundwater was contaminated, both on the subject site and off the subject site. As a result of the contamination, the Town of Wilmington's drinking water supply wells in Maple Meadow Brook were closed. Olin Corporation has constructed a slurry wall around the former waste pits, excavated Lake Poly and other hot spots on the site, capped the Calcium Sulfate Landfill, and operates a pump and treatment system. The perimeter of the site is surrounded by an 8-foot high chain link fence.

The improvements were not viewed on the interior by the appraiser, and were not measured by the appraiser. According to the assessor's records, the buildings contain approximately 46,516 square feet of gross building area. According to the Client, the existing improvements are to be razed at the expense of the prospective purchaser. There are other improvements, such as tanks, that are used to filter ground water on the site. The client indicated these improvements will remain on the property, subsequent to any sale. The subject is a contaminated site, and hence the ground water is filtered to remove what contaminants remain. There is one section of the site that is capped by stone and a membrane. Reportedly, this material will remain, and will be covered over by pavement and a new building, which will create a permanent impermeable cap. The subject has access to a railroad line. The subject will be used for the reception, storage, and shipment of freight. The subject is proposed for development with a rail-to-truck trans-loading facility, on 32 acres of the site, which are considered to be useable. The balance of the site is considered to be wetland areas and are not useable. The useable portion of the site must be covered by an impervious surface in order to protect against groundwater contamination.

There are widely-recognized risks associated with the ownership of contaminated property. These risks are seen as represented by four areas of concern, these being 1) Who has clean-up obligations; 2) What are the liabilities to third parties; 3) Can the property attract buyers, and can financing be obtained for a sale of the property; and 4) Are there limitations on the use of the property.

In regards to the first consideration, the appraisal is based on the assumption that the current owner of the subject has exclusive and plenary responsibility for the clean-up of the site, both as of the date of valuation and in perpetuity. Regarding the second consideration, the appraisal is based on the assumption that a buyer for the subject is absolved of all obligations to all third parties. The appraisal is based on the assumption that the current owner of the subject assumes all responsibility to third parties, both as of the

date of valuation and in perpetuity. The first two concerns are the primary influences on the third concern, which is the ability of the subject to attract buyers, and to obtain financing for a sale of the property. In the judgment of the appraiser, strong sales agreement language establishing exclusive liability to the current owner for all contamination costs and remediation of the subject, as well as all responsibility to third parties, will mostly likely assuage buyer and lender concerns in regards to the purchase and the financing of the subject. Nonetheless, all other factors being equal, buyers would rather not purchase, if a suitable alternative is available, a property that is contaminated verses a property that is free of contamination, and therefore there is a potential negative consequence for the subject, even though liability is not assumed by a buyer for the subject. Furthermore, financing for a contaminated property may not be as readily available as for a similar non-contaminated property. The restricted availability of financing can further reduce the marketability of the subject. Regarding the fourth concern, the subject is considered most suitable for industrial uses, and these uses are not considered incompatible with a contaminated site. Such uses as residential and educational uses are incompatible with a contaminated site, but these uses are not probable for the subject site.

The subject of this appraisal report is located in Wilmington, MA. The property is shown on Assessor's Map 37 for the Town of Wilmington as lot 10.

The property is assessed on municipal tax rolls as shown below, which includes 53+/- acres of land. The Town of Wilmington does not have an additional tax levy for the Community Preservation Act (CPA).

Fiscal Year 2017 Assessed Value	
Parcel Identification	37-10
Land Value	\$1,849,000
Building Value	\$621,700
Extra Features	<u>\$0</u>
Total Assessed Value	\$2,470,700
Real Estate Taxes	\$80,198.92
CPA Tax Levy	\$0.00
Total Taxes	\$80,198.92
Tax Rate – Residential	\$14.45
Tax Rate – Commercial	\$32.46

Owner of Record: Olin Chemicals & Alkali Inc.

Title Reference: Book 9608, Page 34 Middlesex County Registry of Deeds Land Court, Northern District.

Sales History: The most recent transfer of ownership for the subject unit was the non-arm's length sale on October 6, 1998 transfer for a nominal consideration of \$100.00. To the best knowledge of the appraiser, the

subject is not offered for sale on the open market as of the date of valuation. Reportedly, the client New England Transrail, LLC, or an affiliate, has had an option to purchase the property for approximately 12 years. The option price is \$3,400,000. There have been no known arm's length transactions involving the sale of the property in the three years prior to the date of valuation.

LEGAL DESCRIPTION BOOK 9608, PAGE 34

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT, OLIN CORPORATION, a Corporation duly established under the laws of Virginia and having its usual place of business in the City of Stamford, County of Fairfield and State of Connecticut for consideration paid, the Grantee herein is a solely owned subsidiary of Grantor and therefore the consideration is less than One Hundred Dollars, grants to OLIN CHEMICALS AND CHLOR ALKALI, INC., a Delaware corporation with a place of business at 501 Merritt 7, Norwalk, Connecticut with *Quitclaim Covenants* the land in Wilmington, Middlesex County, Commonwealth of Massachusetts being more particularly described on Exhibit "A" attached hereto and made a part hereof.

This transaction does not constitute a sale of all or substantially all of the Grantor's Massachusetts assets.

IN WITNESS WHEREOF, the said OLIN CORPORATION, has caused these presents to be signed, acknowledged and delivered in its name and behalf as a sealed instrument by Peter C. Kosche, its Senior Vice President, this 7th day of August, 1998.

FOR AUTHORITY see corporate vote recorded herewith.

Signed and sealed
in the presence of

for and on behalf of

OLIN CORPORATION

Christopher J. Kim

By *Peter C. Kosche*
Peter C. Kosche
Its Senior Vice President

STATE OF CONNECTICUT

ss.

Aug. 7, 1998

COUNTY OF FAIRFIELD

Personally appeared the above-named Peter C. Kosche, Senior Vice President of OLIN CORPORATION and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation, before me.

Susan Ronson
Notary Public

My commission expires: 4/30/1999

ned011.DOC\9728\68\36661.01

SUSAN RONSON
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 30, 1999

SEE CERTIFICATE 33908
LAND COURT

<u>Northwesterly</u> feet;	by Eames Street, four hundred forty-three and 74/100 (443.74)
<u>Northeasterly</u>	two hundred eighty-five and 43/100 (285.43) feet;
<u>Northerly</u>	twenty-six and 99/100 (26.99) feet, and
<u>Northeasterly</u>	ten hundred thirteen and 4/100 (1,013.04) feet, by land now or formerly of the Boston and Main Railroad;
<u>Easterly</u>	by lands now or formerly of Consolidated Chemical Industries and of Merrimac Chemical Co., nine hundred seventeen and 21/100 (917.21) feet;
<u>Southeasterly</u>	by Phelps Street, five hundred twenty-two and 43/100 (522.43) feet;
<u>Southwesterly</u>	by Wilmington Avenue, two hundred forty-five (245) feet;
<u>Southeasterly</u>	by the end of said Wilmington Avenue, by land now or formerly of Ann Russo and by the end of Linwood Avenue, two hundred twenty (220) feet;
<u>Northeasterly</u>	by said Linwood Avenue, seventy (70) feet;
<u>Northwesterly</u>	by a line crossing Linwood Avenue and by said Anna Russo land, one hundred ten (110) feet;
<u>Southwesterly</u>	thirty-five (35) feet, and
<u>Northwesterly</u>	seventy (70) feet, by said Anna Russo land;
<u>Northeasterly</u>	by said Wilmington Avenue, thirty-five (35) feet;
<u>Southeasterly</u>	seventy (70) feet
<u>Northeasterly</u>	one hundred five (105) feet, and
<u>Northwesterly</u>	seventy (70) feet by other land now or formerly of Anna Russo;
<u>Northeasterly</u>	by said Wilmington Avenue, seventy (70) feet;
<u>Southeasterly</u>	by said Phelps Street, three hundred twenty (320) feet, and
<u>Southwesterly</u>	by Longwood Avenue, nineteen hundred sixty-nine and 81/100 (1,969.81) feet.

All of said boundaries are determined by the Land Court to be located as shown on plan 27579-A, which is filed with Certificate of Title 11786, the same being compiled from a plan drawn by Emmons & Fleming, Surveyors, dated April 17, 1957, and

additional data on file in the Land Registration Office, all as modified and approved by the Court, and said land is shown as Lot one (1) and two (2) on said plan.

So much of said Lot 2 as is included within the limits of said Phelps Street, Linwood Avenue and Longwood Avenue is subject to the rights of all persons lawfully entitled thereto in and over the same.

So much of the land hereby registered as is located within the limits of said Wilmington Avenue is subject to the rights of all persons lawfully entitled thereto in and over the same.

So much of said Lot 2 as is included within the limits of the ditches, shown on said plan, is subject to such rights as may exist at the time of original decree.

For title of the grantor to said registered land see Middlesex County Northern District Land Court Transfer Certificate of Title No. 24003; for title to said unregistered land see deed of Stepan Chemical Company dated September 12, 1980 and recorded with Middlesex North District Registry of Deeds in Book 2438 at page 105.

PARCEL C

That certain land in Wilmington, Middlesex County, Massachusetts, being shown as Lots "A", "B", "C", "D" and "E" on a plan entitled, "Plan of Land in Wilmington, Mass., Scale 1"=60', March 31, 1981, Dana F. Perkins and Assoc., Inc., Civil Engineers and Surveyors, Reading-Lowell, Mass." to be recorded herewith, and bounded and described according to said plan as follows:

LOT A

SOUTHERLY: by land now or formerly of Olin Corporation 45.42 feet;
 EASTERLY: by Longwood Avenue 105.00 feet;
 NORTHERLY: by land now or formerly of Anna Russo 45.00 feet;
 WESTERLY: by land now or formerly of Boston and Main Railroad 105.00 feet.
 containing 4,731 square feet of land according to said plan.

LOT B

SOUTHERLY: by land now or formerly of Olin Corporation 45.00 feet;
 EASTERLY: by Longwood Avenue 910.00 feet;
 NORTHERLY: by land now or formerly of Harry L. Marshall 45.00 feet;
 WESTERLY: by land now or formerly of Boston and Main Railroad 910.00 feet.
 Containing 40,950 square feet of land according to said plan.

LOT C

SOUTHERLY: by land now or formerly of Harry L. Marshall 45.00 feet;
 EASTERLY: by Longwood Avenue 105.00 feet;
 NORTHERLY: by land now or formerly of Olin Corporation 45.00 feet;
 WESTERLY: by land now or formerly of Boston and Maine Railroad 105.00 feet.

Containing 4,725 square feet of land according to said plan.

LOT D

SOUTHERLY: by land now or formerly of Olin Corporation 45.00 feet;
 EASTERLY: by Longwood Avenue 35.00 feet;
 NORTHERLY: by land now or formerly of Olin Corporation 45.00 feet;
 WESTERLY: by land now or formerly of Boston and Main Railroad 35.00 feet.

Containing 1,575 square feet of land according to said plan.

LOT E

SOUTHERLY: by land now or formerly of Olin Corporation 45.00 feet;
 EASTERLY: by Longwood Avenue 105.00 feet;
 NORTHERLY: by land now or formerly of National Polychemicals, Inc. 45.00 feet;
 WESTERLY: by land of Boston and Maine Railroad 105.00 feet.

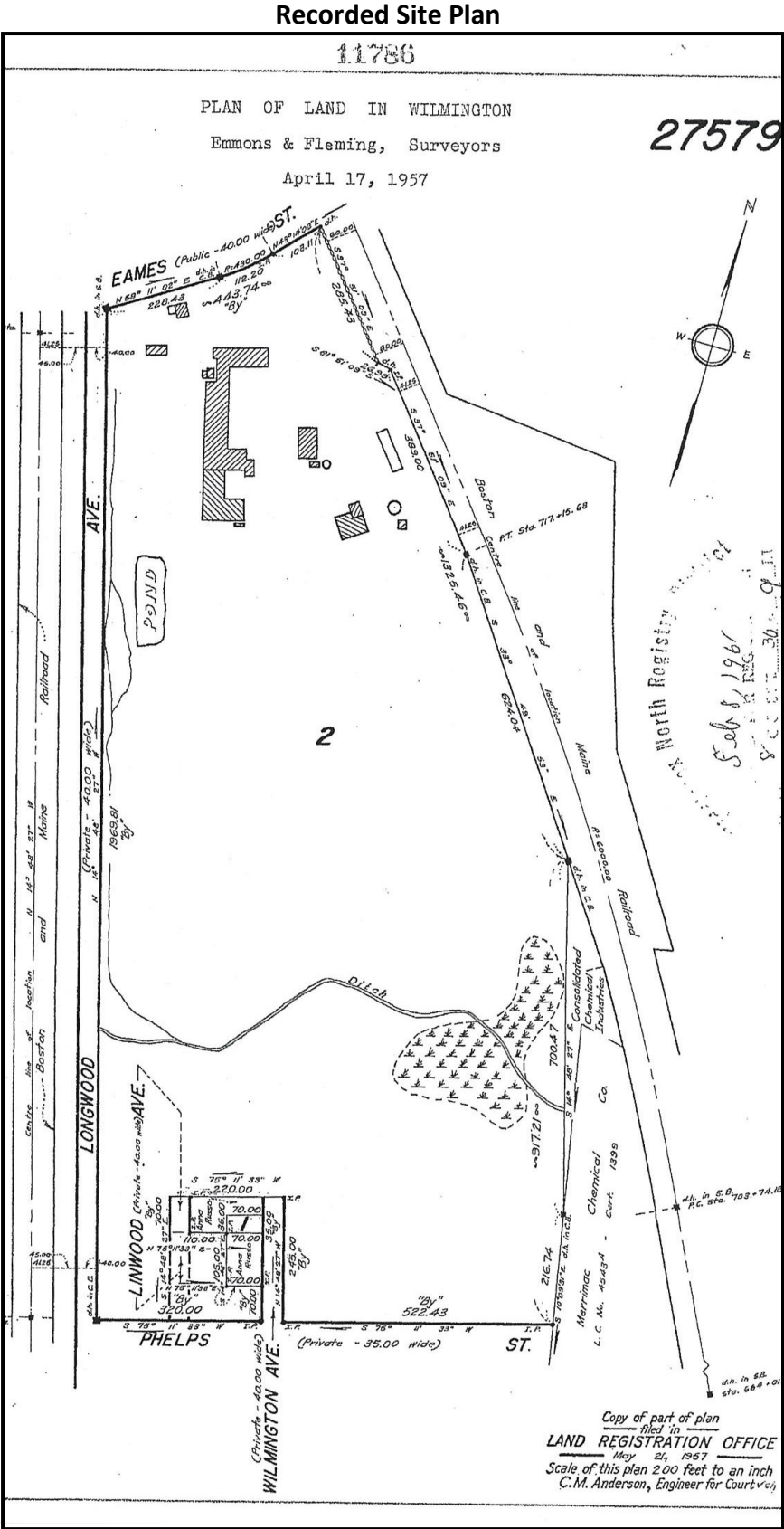
Containing 4,725 square feet of land according to said plan.

Together with all the right, title and interest of the Grantor in and to the lot labeled "21" and "Harry L. Marshall" on said plan, being the lot located between the aforesaid Lot B and Lot C.

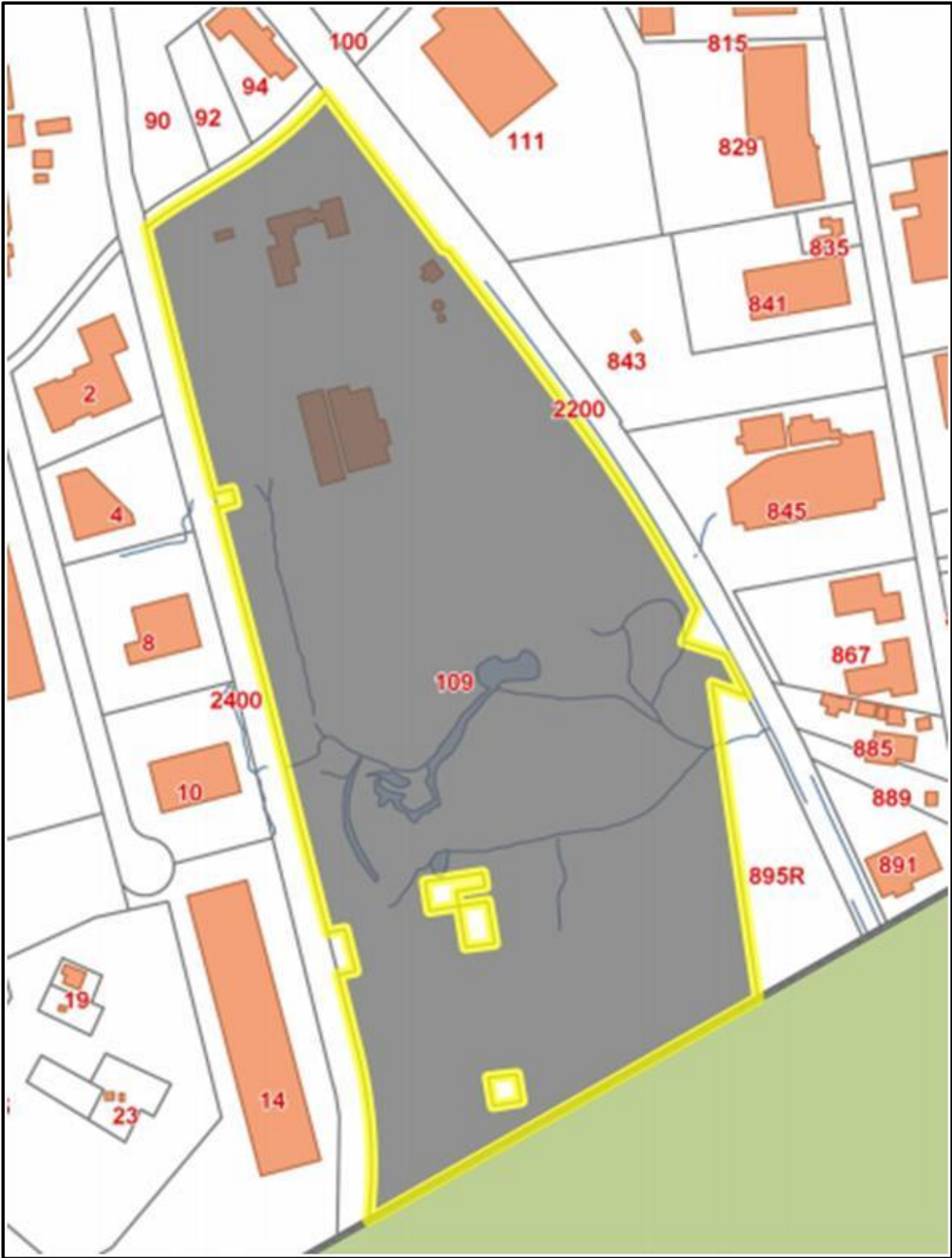
Together also with all right, title and interest of the Grantor in and to Longwood Avenue as shown on said plan.

For title reference see Deed of Nicholas Triantos and Louis G. Manolis a/k/a Louis Manolis dated April 2, 1981 and recorded with Middlesex North District Registry of Deeds in Book 2471 at page 680

sed011.DOC\9728\68\36661.01-nga



ASSESSOR'S MAP



SCOPE OF THE ASSIGNMENT

1. Robert Shannon physically inspected the subject property and subsequently made an appraisal of the property which is a 53+/- acre parcel of land improved with several industrial buildings, which contain approximately 46,516 +/- square feet of gross building area located at 51 Eames Street, Wilmington, MA. On the date of inspection, the subject property was vacant. However, on portions of the site, there was ongoing remediation in conjunction with a hazardous waste issue. This appraisal report is for the use of the client, New England Transrail. The purpose of this appraisal is to provide an opinion of the "as is" value of the fee simple interest in the subject property, as of June 23, 2017. The function and intended use of this appraisal is to enable the client to appropriately analyze the property in conjunction with the purchase of the property.
2. The appraiser inspected the site as well as the municipal records and site plans.
3. General and extraordinary assumptions and limiting conditions, as well as any hypothetical conditions, if any, associated with this appraisal immediately follow this description of the Scope of The Assignment.
4. The subject property is subject to the dimensional requirement restrictions and the property use regulation restrictions of the Industrial GI – General Industrial zoning district. A separate zoning analysis has been included in this report as well.
5. Research and collection of market data related to market conditions and market activity was made by the appraiser.
6. An inspection of the comparable sales was made as part of this analysis by Robert Shannon.
7. A significant degree of due diligence to determine the existence of apparent adverse conditions or apparent favorable conditions was made by the appraiser.
8. Development of the Sales Comparison Approach.
9. After careful analyses, the appraiser arrived at an opinion of the market value and wrote this appraisal report.
10. John A. Shuka reviewed the content, formulation, analysis and conclusions expressed in this report and concurs with the final opinion of market value.

To develop the final opinion of value, the appraiser performed an appraisal, as defined by the *Uniform Standards of Professional Appraisal Practice*.

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared under the following assumptions and limiting conditions.

1. This is an appraisal report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* for an Appraisal Report. The information contained in the report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. Information furnished to the appraiser, and contained in the report, was obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser can be assumed by the Appraiser. ***Should there be any material error in the assumptions in this report, the results of this report are subject to review and revision by the appraisers noted herein.***
3. All mortgages, liens and encumbrances have been disregarded unless so specified within the report. The property is analyzed as though under responsible ownership and competent management. It is assumed in this analysis that there were no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraisers assume no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
4. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is noted.
5. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been stated, defined and considered in the analysis.
6. It is assumed that all required approvals, licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
7. Possession of this report, or a copy thereof, does not carry with it the right of publication. ***It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and, in any event, only with proper written qualifications and only in its entirety.***

8. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as mold, asbestos, urea formaldehyde foam insulation, ground water or subsurface contamination or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
9. The appraiser is not required to give further consultation, testimony or appear in court with reference to the subject property, unless arrangements have been previously made thereof.
10. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
11. The conclusions apply only to the property specifically identified and described herein.
12. Any reference to a sketch, plat, diagram or previous survey in the report is only for the purpose of assisting the reader in visualizing the property. The appraiser has made no legal survey nor has he commissioned one to be prepared. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. Disclosure of the contents of the appraisal report is governed by the bylaws and regulations of the *Appraisal Institute*.
14. The signatories of this appraisal are fully qualified commercial appraisers who have been involved in the valuation and review of many similar properties. The education and experience in valuing and reviewing properties satisfies the competency provision of USPAP. The qualifications of the appraisers are an attachment to this report.
15. The Americans With Disabilities Act ("ADA") became effective 1/26/92. The appraiser has not made a specific compliance survey or analysis of this property to determine whether the physical aspects of any improvements meet the ADA accessibility guidelines. Since compliance matches each owner's financial ability with the cost to cure the property's potential physical characteristics, the real estate appraiser cannot comment on compliance to ADA. This report, in no way suggests ADA compliance by the current owner. Given that compliance can change with each owner's financial ability to cure non-accessibility, the estimated value of the subject does not consider

possible non-compliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

It should be noted that use of Extraordinary Assumptions and/or Hypothetical Conditions might affect the assignment results.

1. The Appraiser has not been provided with a Chapter 21E study on the subject site. The subject is a contaminated site, and remediation operations are ongoing as of the writing of his report. Per the Client, the existing owner is responsible for all remediation and remediation costs associated with the contamination of the site. Per a discussion with Iris Davis of Mass DEP, contamination/remediation liability and costs associated with that liability can be restricted to the present owner through the language of the sale agreement, but that at some future date should the present owner (to be prior owner subsequent to the sale) cease to exist or become bankrupt, then the DEP would require the ownership entity at the time of present owner's dissolution or bankruptcy to fund remediation work. The appraisal is based on the assumption that the present owner of the subject will in perpetuity be responsible for all contamination and remediation for the subject site. The appraisal is based on the assumption that no future owner of the subject will incur any liability, including any financial obligations, in regards to the contamination of the site, and the remediation of the site.
2. The appraiser lacks the expertise of an environmental engineer or an environmental inspector, and therefore the appraiser cannot certify that the subject is free and clear of defects or adverse environmental concerns or conditions. The appraiser recommends the Client obtain property inspections by a qualified environmental engineer or environmental inspector.
3. The appraiser did not inspect the interior of the existing improvements. The valuation is based on the assumption that the existing improvements, with the exception of the remediation improvements, will be removed from the site at the expense of the prospective purchaser. This valuation assumes that the cost to raze, remove, and dispose of the existing improvements, including the cost of any asbestos and lead paint removal and disposal, will approximate the \$992,595 figure compiled by NC D'Agostino, a copy of which is included in this report.
4. The valuation is based on the assumption that the cost to install the Final Impermeable Cap on the approximate 4.5 acres of land area that is impacted by the hazardous waste issue will approximate \$1,959,182, which is based on estimates compiled by N.C. D'Agostino. A breakdown of these costs is included in this report.
5. A Lien Release Agreement dated August 31, 2015 between Olin Corporation and the U.S. Environmental Protection Agency has been executed which will perfect the title to the subject property. The agreement indicates it shall terminate and the EPA shall not be required to execute a notice of release of lien if the net sales proceeds from the subject property are less than \$3,000,000 and if the sale of the property occurs after December 31, 2015. According to a representative of the client, this agreement has been extended. This appraisal report assumes that

the current extension as well as any future extensions will be in effect as of the date of valuation and will be sufficient to provide for clear title to the property.

6. According to a representative of Wilmington Planning Office, the subject as of the date of valuation is not permitted for development. According to information at the Planning Office, the subject had been proposed for development with a building of approximately 350,000 square feet. The appraisal is based on the assumption that the subject could be approved for development with an industrial building of approximately 350,000 square feet. The appraisal is based on the assumption that no finding by the EPA or any other regulatory agency will prohibit development of the site with a 350,000 square foot building, or will render development of the site more expensive than is typical for industrial sites in subject's market area.
7. The appraisal is based on the assumption that upon sale of the subject there will be an AUL (Activity and Use Limitation) imposed on the subject, the AUL to state that all typical commercial and industrial uses are consistent with the AUL opinion, and such uses as residential use, playground use, agricultural uses, and similar uses are inconsistent with the AUL opinion.

HYPOTHETICAL ASSUMPTIONS AND LIMITING CONDITIONS

None.

DEFINITION OF MARKET VALUE

(Federal Register, Volume 75, No. 237, Dec. 10, 2010)

Market value is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;*
- (2) Both parties are well informed or well advised, and each acting in what he considers his own best interest;*
- (3) A reasonable time is allowed for exposure in the open market;*
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

EXPOSURE TIME AND MARKETING TIME

The market value definition implies a sale of the subject property, as of the effective date of the appraisal, allowing for a reasonable time for exposure in the open market preceding the effective appraisal date. The most recent edition of the Uniform Standards of Professional Appraisal Practice defines exposure time as the *"estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the*

appraisal." USPAP defines marketing time as *"an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal."* Both of these related concepts of reasonable exposure time and marketing time are functions of use, time, and price (not just time). An appropriate price/value level is a prerequisite for reasonable exposure time and for reasonable marketing time. In interviewing active brokers who have experience marketing properties similar to the subject property, as well as reviewing market data, the appraiser concluded that both reasonable exposure time and reasonable marketing time are considered to be 12-18 months. The marketing time is predicated and assumes a competitive market pricing level for the subject property.

LOCATION AND MARKET ANALYSIS SUMMARY

AREA ANALYSIS

Massachusetts is one of the six states located in the New England region of the northeastern portion of the United States. Nicknamed the “The Bay State”, Massachusetts borders Vermont and New Hampshire on the north, the Atlantic Ocean on the east and southeast, Rhode Island and Connecticut on the south, and New York on the west. The eastern portion of the state is comprised of urban, suburban, and rural areas, while the western portion is primarily rural. With a land area of only 7,840 square miles, the state is the 7th smallest in the nation, but is one of the most densely populated and highly-urbanized states in the United States.



Based on the U.S. Census Bureau estimate, the state population in 2013 was 6,692,824 with a population density of 854 people per square mile, the third highest in the nation. Massachusetts is currently the 15th most populated state in the United States. More than 50% of the Commonwealth's residents live within a 35-mile radius of Boston, which is Massachusetts's capital and largest city. This region comprises the tenth largest MSA (Metropolitan Statistical Area) in the country and includes the counties of Middlesex, Essex, Norfolk, Plymouth and Suffolk. The region has a population of over 4.6 million people, with a population density of 984 people per square mile.

The state features many areas which have become leading tourist destinations in the past years. Boston, one of the oldest cities in the nation, is considered the economic and cultural center of New England, and has one of the highest costs of living in the United States. Cape Cod is a peninsula in the easternmost portion of the state, whose small-town character and large beachfront attracts heavy tourism during the summer months. Martha's Vineyard is an island off the south of Cape Cod, and is the 3rd largest island on

the nation's East Coast. Other popular Massachusetts tourist destinations include Salem, Plymouth, Nantucket, and the Berkshires.

Economy

Our country's most recent recession, which officially began in December 2007 and ended in June of 2009 (19 months), was one of the longest downturns since the Great Depression of the 1930s. Prior to 2008-2009, the Massachusetts economy had shown significant signs of improvement, best illustrated by lower unemployment levels, increased consumer confidence, and improved commercial occupancy rates. These improvements had been fueled by the growth of smaller entrepreneurial companies, medical-related industries, financial groups, technology companies, and other service-based corporations. The United States and New England have continued to add jobs at a modest pace since the end of the recession. The national unemployment rate is currently 4.3% (May 2017), which is down from the 4.7% rate reported 12 months earlier. Though risks to the economy and financial system still exist, today's commercial real estate investment opportunities should be viewed with long-term perspective.

A positive externality to the Boston area is education, as many of the most highly-reputable universities in the world, including Harvard University, Massachusetts Institute of Technology, Boston University, Tufts University, and Boston College are located in the Boston metropolitan area. The state is densely populated with many well-known preparatory offices, colleges, and universities. There are more than 40 colleges located in the greater Boston area alone.

A sector that has a positive effect on the Massachusetts' economy is the biotechnology (biotech) industry. The Boston area hosts some of the most highly-regarded hospitals and research institutes such as Massachusetts General Hospital, Dana Farber Institute, Beth Israel Deaconess Medical Center, New England Baptist Hospital, Brigham and Women's Hospital, and Children's Hospital Boston. Due to the high concentration of these highly-regarded hospitals and institutions, the Boston area has become an international leader in this field.

Employment

As of May 2017, according to the U.S. Bureau of Labor Statistics unemployment statistics, Massachusetts had an unemployment rate of 4.2%, which is up from the 3.8% rate reported 12 months earlier. The unemployment rates for the other New England states are shown below.

May 2017 Unemployment Rates		
State	Rate	May 2016 Rate
Vermont	3.1%	3.3%
New Hampshire	2.9%	2.9%
Maine	3.2%	3.9%
Massachusetts	4.2%	3.8%
Rhode Island	4.1%	5.4%
Connecticut	4.9%	5.3%
New England	4.1%	4.3%
United States	4.3%	4.7%

Source: Bureau of Labor Statistics -Seasonally Adjusted Rates

At the beginning of 2010, New England's unemployment rate peaked at 8.8%, the region's highest rate of joblessness since August 1976. This rate has continued to slowly decline over the past few years.

According to the *Federal Reserve Bank of Boston's New England Economic Indicators*, Massachusetts' total seasonally-adjusted nonagricultural employment in September 2015 was 3,477,800, indicating an increase of 2.07% from the previous year (3,407,200). Massachusetts has been adding jobs in professional/business services, education, healthcare, and technology.

Housing

In both strong and weak regional economic conditions, the cost of living (especially housing) in Massachusetts is considered to be high, a factor which contributes to the slow population and labor force growth in the state area. The median sales price of existing single family homes in Massachusetts is typically well above the national average. Housing costs in Massachusetts have consistently outpaced housing costs on a national level over the last decade. On a current basis, the housing market has continued to show improvements, which is expected to continue throughout 2017.

Year	United States	Massachusetts	% Difference
2006	\$246,500	\$345,000	40%
2007	\$247,900	\$345,000	39%
2008	\$232,100	\$305,000	31%
2009	\$216,700	\$285,000	32%
2010	\$221,800	\$295,000	33%
2011	\$227,200	\$285,000	25%
2012	\$245,200	\$290,000	18%
2013	\$268,900	\$322,875	20%
2014	\$282,800	\$331,825	17%
2015	\$296,400	\$340,000	15%
2016	\$313,200	\$345,000	10%

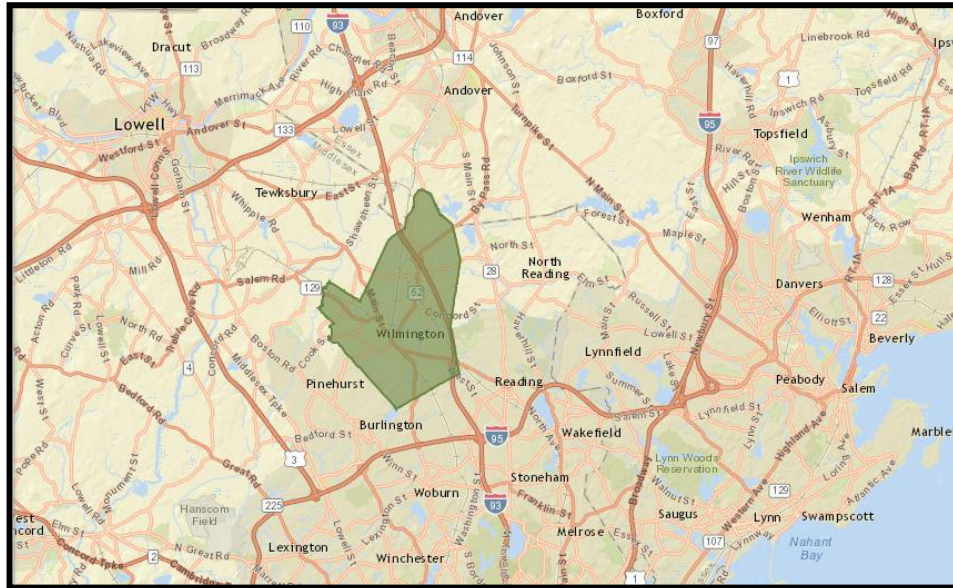
Conclusion

The national and local economies have been negatively impacted by the prior recession. Despite the current economic climate, the area is still considered one of the top ranking areas in the country in regard to the business/economic climate over the long term. Conditions are expected to continue to improve as the national economy picks up and the housing market stabilizes. The Boston area in particular will benefit from a highly-skilled workforce, the area's colleges, universities, and healthcare institutions and access to capital. The overall living conditions in the state are considered to be among the most desirable in the country.

Market Area Description

The Town of Wilmington is located in northeastern Massachusetts, in northern Middlesex County, and is bordered by Tewksbury and Andover to the north, by North Reading and Reading to the east, by Burlington and Woburn to the south, and by Billerica and Tewksbury to the west. Wilmington comprises an area of 17.1 square miles, of which the entire area is land.

Population – In the year 2000, the population was estimated at 21,345 and increased to 22,325 in 2010, a +4.6% change over the ten year period. By comparison the population for the entire state of Massachusetts during the same period of time grew by 3.1%. According to the U.S. Census, there are an estimated 7,732 households within the town. According to ESRI, (Environmental Systems Research Institute), the 2017 population is estimated at 23,782, with the estimated number of households amounting to 7,532.



Government – Wilmington is governed by an Open Town Meeting with a Board of Selectmen overseeing the operation of the town. There is a town manager who oversees the public employees in the day-to-day operation of the town offices. The town has a full-time Police Department as well as a full-time Fire Department.

Roadways & Transportation – There is bus service between Wilmington and Lowell, and there is a commuter rail station in Wilmington. This rail line abuts the subject property. Route 93 passes through Wilmington. Wilmington is also traversed by Route 38, Route 129, and Route 62. Based on this information, Wilmington is well served by public transportation and highways. Regional and national air transportation is located in nearby Boston at Logan International Airport.

Housing – According to the ESRI, there are approximately 8,152 housing units within the Town of Wilmington. Of this amount, approximately 7,929 units are estimated to be occupied. Approximately 84.5% of these units are owner occupied while the remainder of the occupied units are occupied by tenants. In comparison, on the state level approximately 62% of all the housing units are owner occupied with the remaining 38% being occupied by tenants. According to ESRI, the median value of all residential property in Wilmington is approximately \$422,867, with the average value being approximately \$450,515. According to a recent survey done by Marcus & Millichap, the estimated 4th Quarter 2016 multi-family vacancy rate for the Greater Boston market was 3.3%. In addition, the 2010 census estimates the vacancy, at 3.5 %.

According to the Warren Group, the current median selling price for condominium units in Wilmington is \$339,950, which is a decrease from the 2016 median selling price, which was \$384,500. The current median selling price for single family residences in Wilmington is \$440,700, which is an increase from the 2016 median selling price, which was \$425,000.

According to ESRI, the current 2017 median and average household income in Wilmington is \$108,519 and \$128,059, respectively. As a comparison, the 2017 median and average household income in Middlesex County is \$86,249 and \$118,632 respectively. In the entire State of Massachusetts, the 2017 median and average household income is \$69,456 and \$97,697, respectively.

The Neighborhood

The subject is located along Eames Street, a side street that runs between Route 38 to the west and Woburn Street to the east. Eames Street primarily is industrial in use, and is built up with industrial properties of various ages and sizes. Route 38 is a main road through Wilmington, and Woburn Street provides access to Route 129, which provides further access to Route 93. The location offers satisfactory highway access for industrial uses. Property maintenance levels in the neighborhood appear average. Properties in the area appear to be at stabilized occupancy levels. The location is judged of good market appeal for industrial uses.

The subject site is bound by Eames Street to the north, by a Boston and Maine railroad line to the east, to the south by the Woburn line, and on the west by an inactive Boston and Main railroad spur. To the south of the subject is a former municipal landfill. Due to improper waste disposal practices on the subject site, there has been groundwater contamination both on and off the subject site. Due to concerns about potential groundwater contamination from the subject, the Town of Wilmington switched to a water supply provided by the Massachusetts Water Resources Authority (MWRA). In 2006, the subject site was added to the Superfund National Priorities List by EPA.

The Industrial Market

In 2010, the industrial market remained weak as 15.8% of manufacturing jobs were lost during the 2008-2009 recession. The Greater Boston industrial vacancy rate stood at 22.5% in the third quarter of 2010, with the availability rate being 25%. Demand for warehouse & distribution space was in decline due to weak consumer spending. In the third quarter of 2010, average asking rents increased to \$5.60/SF from the \$5.12/SF figure quoted in the second quarter. Capitalization rates increased as well. This market segment was more or less stagnant in 2010.

By late 2011, investors seeking product in the national flex/R&D market were focusing on locations where hot-bed energy and high-tech markets had a substantial presence, such as Austin and Silicon Valley. By the end of 2012 it was expected that 50% of the industrial stock would be in recession, 37% in recovery and 13% in expansion. Overall demand in warehouse properties increased in 2011 with most major markets reporting positive absorption. Rent growth assumptions were increasing as well.

The Greater Boston Industrial Market experienced positive absorption during the first quarter of 2012 according to research by the Boston commercial real estate firm, Richard Barry Joyce & Partners. Average asking prices were \$5.51/SF for warehouse space, \$7.64/SF for flex space and \$6.55/SF for manufacturing space. Vacancy rates remained fairly high at between 17.6% and 19.6%.

By mid to late 2012, investors were seeking to increase their exposure to industrial real estate. Industrial market conditions became more favorable due to the lack of new supply. Smaller users of fewer than 50,000 square feet became increasingly active in the market. Although rental rates remained more or less stable, there was the anticipation of higher rents in the near future.

According to CB Richard Ellis, the Greater Boston Industrial Market saw a record-breaking 3.4 million square feet of positive absorption during 2016. The first quarter 2017 absorption was estimated to be approximately 424,581 square feet. During the first quarter of 2017, vacancy and availability rates were 7.7% and 10.7% respectively. These rates reflect a slight change from the fourth quarter 2016 when the vacancy and availability rates were 7.6% and 11.1% respectively. The low availability and vacancy levels kept average asking rents slightly above the \$7.00 per square foot NNN mark once again, with the average rate estimated to be \$7.18 per square foot. This amount is a slight change over the previous quarter when the average rate was \$7.11 per square foot.

Market activity was led by midsize tenants looking to expand. User sales are continuing to dominate the market, particularly as options remain limited in certain submarkets. The overall Greater Boston industrial market remains tight with strong fundamentals continuing to drive demand in the near future.

During the first quarter 2017, The Metro North market was the strongest market in terms of overall leasing activity, finishing the quarter with almost 320,000 square feet of positive absorption. The Metro South market was the weakest having only absorbed approximately 6,570 square feet during the first quarter 2017. The Route 128-West submarket had the highest average asking rent finishing the first quarter at \$9.89 per square foot.

The subject property is located within the Route 128 North submarket which has a total estimated supply of approximately 22.65 million square feet. According to CB Richard Ellis, the availability and vacancy rates within this submarket for the first quarter 2017 were 7.3% and 8.7% respectively. This is a decrease from the prior quarter when the availability and vacancy rates were 7.8% and 9.0% respectively. During the first quarter, this submarket absorbed approximately 127,497 square feet. The average asking rent in this submarket is \$9.49 per square foot NNN. This is an increase over the prior quarter when the average asking rent was \$9.12 per square foot.

The greater Boston industrial market remains well-positioned to tighten in 2017. Although there is approximately two million square feet of anticipated new construction, approximately 80% of this space is committed. It is anticipated that demand will continue to outpace new supply for the balance of 2017.

Quality high-bay warehouse space will continue to do well, no matter what submarket it is located in. Speed-to-ship will remain a major demand driver. Lower B-grade industrial property will see activity as well, as recreational marijuana rolls out statewide. It is anticipated that asking rents will continue to rise in all submarkets as the vacancy rate tightens. Accordingly, it is expected that market conditions will continue to favor landlords during the balance of the year.

DESCRIPTION OF THE PROPERTY

Site Data

The subject is identified by the Town of Wilmington as a single parcel, with an identification of Map 37 Parcel 10. According to the assessor's records, the subject is referred to as 109 Eames Street. The address of 51 Eames Street is used throughout this report as this is the address noted in the deed. The site is located along, and is accessed from, Eames Street. There is one access point off Eames Street. The site is improved with several former industrial-use buildings, which were vacant as of the date of valuation, with the exception of ongoing remediation with respect to hazardous waste on the property.

The buildings were not viewed on the interior by the appraiser. The existing improvements are to be razed at the expense of the prospective purchaser. There are other improvements that will remain, and these are employed in the remediation of the site. These improvements consist mainly of tanks and associated equipment, which pump groundwater, which is then filtered in order to extract contaminants. The assessor's information indicates the site is 49.78 acres. According to a site plan available at the Wilmington Planning Office, the subject site is 2,308,680 square feet, or 53 acres. This appraisal assumes that the site is 53 acres. The site is of an irregular configuration, but not substantially so, and overall is suggestive of a rectangle.

The appraiser walked a portion of the site. The appraiser observed level areas and areas of moderate slope. The site appears to contain a considerable amount of wetlands, which are located to the rear of the property adjacent to the Woburn line. The appraiser was not provided with a survey indicating the extent of the wetland however, it was reported that approximately 32+/- acres of the site is considered to be usable, which indicates approximately 21+/- acres to be wetland areas. The appraiser is not aware of any adverse easements or encroachments, but cannot certify that none exist.

As noted, the site is contaminated. One portion of the site is covered by gravel and a membrane. According to the client, this section of the site will eventually be paved and contains approximately 4.5+/- acres. Much of the remaining open site area is paved. Due to any concern over precipitation becoming a transport mechanism for any potentially remaining contamination, the area of the property known as the "Containment Area" must be covered by an impervious material. According to information supplied by the site engineer, N. C. D'Agostino, the estimated cost for this pay the area which will act as a permanent impermeable cap, is approximately \$1,959,182.

Assessor Identification: Map 37 Parcel 10

Land Area: 53+/- acres

Useable Land Area: 32+/- acres

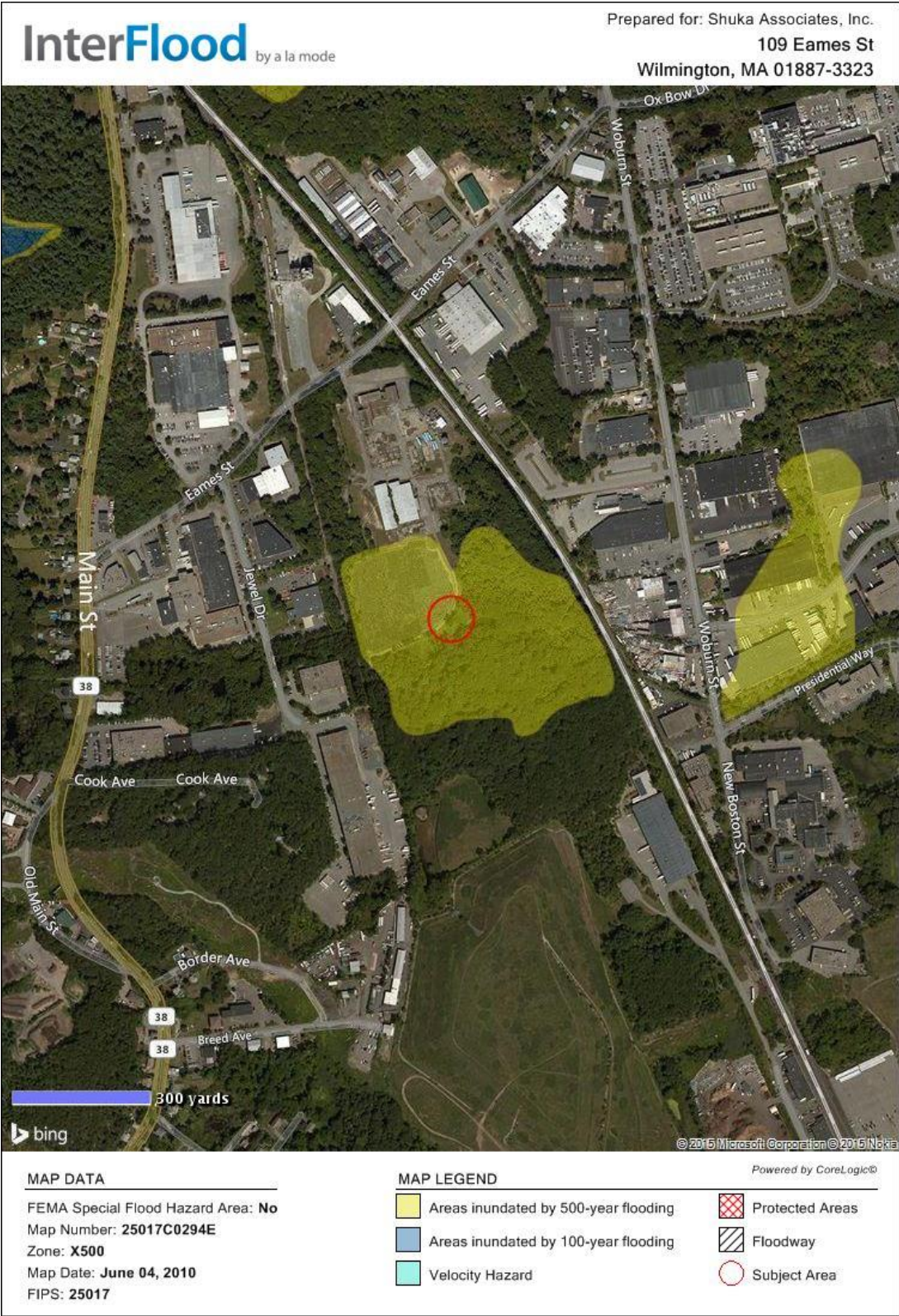
Street Access: Eames Street

Maintained By: Town of Wilmington

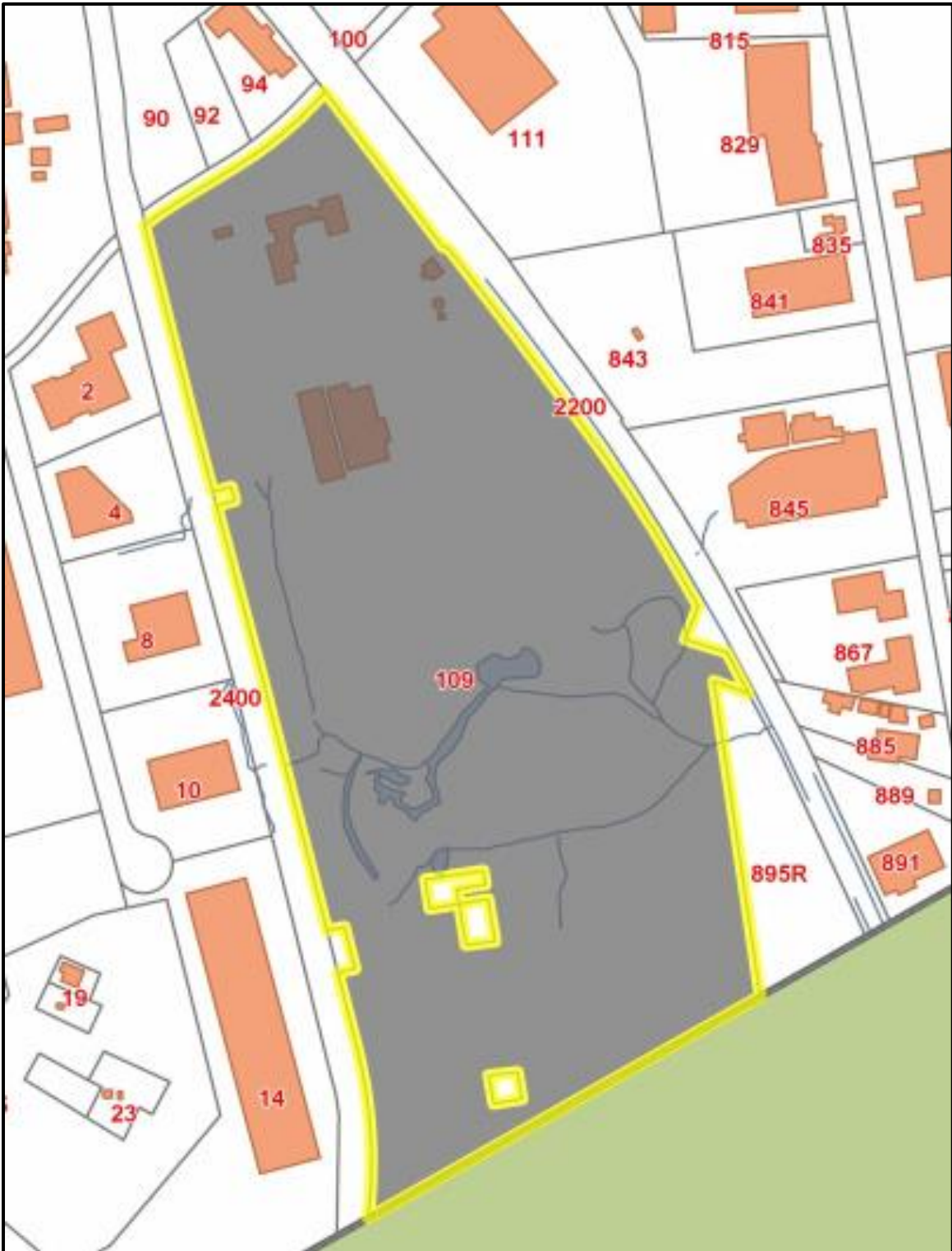
<i>Street Frontage:</i>	443.74 feet by Eames Street; additional frontage along Linwood Ave, Longwood Ave, Wilmington Ave, and Phelps Street
<i>Improvements:</i>	Vacant industrial buildings which will eventually be demolished; remediation equipment
<i>Ingress and Egress:</i>	Average
<i>Topography:</i>	Level moderate slope
<i>Configuration:</i>	Irregular
<i>View Amenity:</i>	Industrial setting
<i>Easements/Encroachments:</i>	The appraiser is not aware of any adverse easements or encroachments, but cannot certify that none exist.
<i>Flood Zone:</i>	Per a review of the flood map known as Community Panel Number 25017C0294E, dated June 4, 2010, a considerable portion of the site to the rear of the existing improvements is in the X500 zone, indicating areas subject to 50-year inundation.
<i>Parking:</i>	Ample open space for parking
<i>Hazardous Waste:</i>	The subject site is known as a contaminated site. The Environmental Protection Agency finalized the listing of the site on the National Priorities List in April 2006.
<i>Unfavorable Conditions:</i>	Contamination

Copies of the assessor's map showing the subject site, as well as a site plan are included on pages 20-21.

Flood Map



Assessor Map



DESCRIPTION OF THE IMPROVEMENTS

The subject property is improved with various older industrial buildings which were built in various stages between 1952 and 1965. According to the assessor's records, the buildings contain a total gross building area of approximately 46,516+/- square feet. On the date of inspection the buildings were vacant and reportedly have not been occupied since 1986. The buildings are in various stages of disrepair and have outlived their economic life. Therefore, they do not contribute any value to the property.

On the easterly portion of the site, which is adjacent to the MBTA rail line, the property is improved with a smaller steel sided industrial building which houses some of the mechanical equipment associated with the ongoing remediation associated with the hazardous waste conditions on the property. In addition, this area also contains various tanks and pumps which are also used in conjunction with the remediation as well as a temporary office trailer. It was reported that all of the buildings and equipment will be razed at the expense of the current property owner.

ZONING

The subject is located in the GI – General Industrial – zoning district for Wilmington. In this district, allowed uses include:

- agriculture
- greenhouses
- educational
- religious
- philanthropic
- business/professional office
- bank
- lodge and club
- craft shop/building trade
- commercial/trade school
- amusement facility
- warehouses
- bulk material storage/sales
- light industrial

With the issuance of a Special Permit, additional allowed uses include:

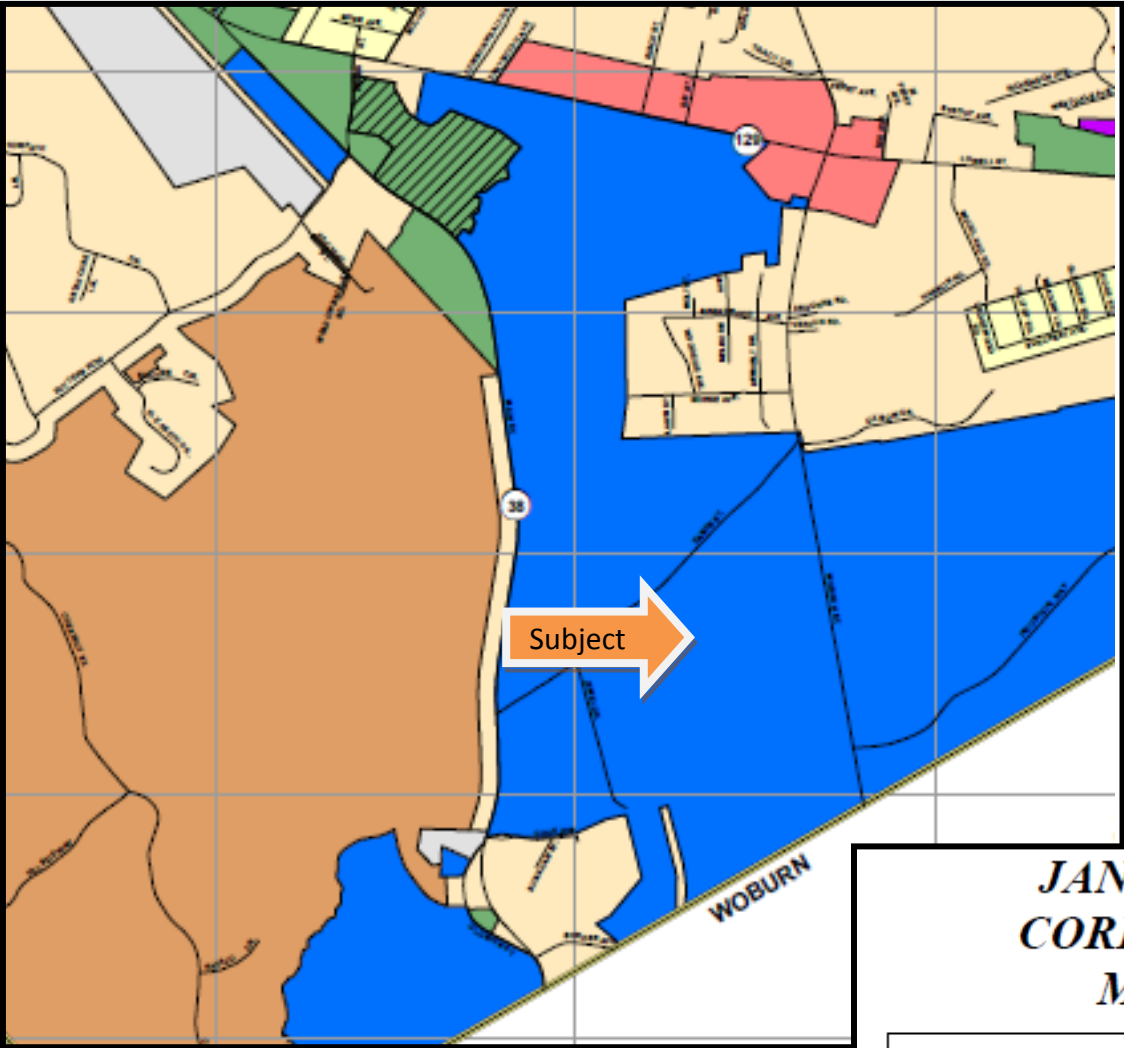
- retail under 30,000 sf
- limited service restaurant
- pet care service
- hotel or motel
- veterinary care
- auto repair/body shop
- marijuana dispensary
- heavy vehicular dealership/repair
- limited manufacturing
- general manufacturing

The subject is vacant as of the date of valuation. Based on the allowed uses in the GI district, the subject is judged available for typical industrial uses, which is considered to be a legal and conforming use.

According to information available at the Wilmington Planning, the subject had been proposed for development with a 348,150 square foot building, circa 2000. According to a plan submitted for this proposed development, the dimensional requirements for the zoning district, and the subject's satisfactory of these requirements were:

	<u>Required</u>	<u>Proposed</u>
Minimum Lot Area	20,000 sf	2,308,680 sf
Minimum Lot Frontage	125 feet	533 feet
Lot Width	125 feet	654 feet
Maximum Building Height	40 feet, 3 story	35 feet, 2 stories
Minimum Front Yard	50 feet	100 feet
Minimum Side Yard	20 feet	30 feet
Minimum Rear Yard	20 feet	1,302 feet
Minimum Open Space	30%	73%
Maximum Bldg. Coverage	35%	15%
Maximum Bldg. Area	808,038 sf	348,150+/- sf
Minimum Parking	484	484
	1 space per 300 sf for office	
	1 space per 800 sf for industrial	

Zoning Map



***JANUARY 1983
CORRECTED TO
MAY 2016***

- OVER 55 HOUSING OVERLAY DISTRICT
- ADULT USE OVERLAY DISTRICT
- RESIDENCE 10
- RESIDENCE 20
- RESIDENCE 60
- GENERAL BUSINESS
- CENTRAL BUSINESS
- NEIGHBORHOOD BUSINESS
- NEIGHBORHOOD MIXED USE
- GENERAL INDUSTRIAL
- HIGHWAY INDUSTRIAL
- LIGHT INDUSTRIAL

HIGHEST AND BEST USE

A prerequisite to a meaningful valuation is the concept of highest and best use. Highest and best use is defined as:

“The reasonable and probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The use of an asset that maximizes its potential in that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of assets existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid.”¹

The above four criteria are usually considered sequentially: a use may be financially feasible, but this is irrelevant if it is physically impossible or legally prohibited. Only when there is a reasonable possibility that one of the prior, unacceptable conditions can be changed is it appropriate to proceed with the next step in the analysis.

These criteria are usually considered sequentially: a use may be financially feasible, but this is irrelevant if it is physically impossible or legally prohibited. Only when there is a reasonable possibility that one of the prior, unacceptable conditions can be changed, is it appropriate to proceed with the next step in the analysis.

It is possible that the highest and best use of the land as vacant may be deemed to have a highest and best use other than the highest and best use of the property as improved; if so, the existing use will tend to persist until such a time as the value of the land alone is judged to exceed the value of the land and current improvements conjointly

Highest and Best Use as Vacant

Per *Advisory Opinion 9* in USPAP, the appraisal of properties that are contaminated often require the development of two highest and best use analyses, one based on the site as free from contamination, and one based on the site as contaminated. Based on consideration of zoning restrictions, market demand, and location factors, the appraiser concludes that the highest and best use of the subject is not altered by the presence of contamination. Hence, one highest and best use analysis is provided for the subject.

The highest and best use of the subject site “as vacant” assumes that the land value is determined by potential use. The anticipated use of the land is the value additive. Without this anticipated use, land has no value. The use, among reasonable alternative uses which yields the highest present land value after payments for the other factors of production, is the highest and best use of the land as though vacant.

Physically Possible

In regards to what is physically possible on the subject site. The appraiser does not have information regarding soil conditions, and is not qualified to determine the adequacy of the soil, in terms of its suitability for development. Soil conditions are assumed satisfactory for development. The site contains

¹Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), page 109

slight slopes. The slopes are not a negative factor for typical industrial uses. The site is of an irregular configuration, but not to an adverse degree, and there is ample width and depth for development of the site. Based on these considerations, the site appears adequate for development, but the appraiser is not an expert in this determination.

According to information available at the Wilmington Planning Department, the subject was proposed for development with an industrial building with a footprint of 348,150 square feet, with an additional 9,000 square feet of mezzanine area, for a total area of 357,150 square feet. According to the Planning Department, any approvals for development of the subject have expired. The subject is assumed suitable for development with a building of 350,000+/- square feet. According to the Client, a building of 450,000 square feet or more may be constructed on the site, and that this additional size area will be made possible due to the fact that the intended use of the site is exempt from setback requirements, and the fact that this use will enable the replication of wetlands. The subject is appraised based on the assumption that the site is sold for standard industrial use, and not for a particular industrial use.

Legally Permissible

The subject property is zoned General Industrial (GI) by ordinance of the Town of Wilmington. Uses allowed by-right are limited to mostly agricultural, religious, industrial/offices and light industrial. Upon the issuance of a special permit, several other commercial related uses are allowed including retail, hotel or motel, auto repair/body shop, heavy vehicular dealer/repair, marijuana dispensary, and limited manufacturing.

Uses within this district require a minimum lot size of 20,000 square feet. The zoning code makes reference to maximum lot coverage within this district equal to 35%. Typically in well-planned industrial parks, the lot coverage for industrial type buildings typically ranges between 35% and 40%.

Financially Feasible

The uses that could be built on this site, if it were vacant, are limited by the GI Zoning District to mostly a variety of commercial and industrial related uses. All uses which are expected to generate a positive return to the land are considered financially feasible. Development with an owner-user or build-to-suit commercial or industrial use would likely be feasible uses of the subject site as of the date of value. The location is not desirable for a retail use. Further, the location is not in demand for speculative new office construction. Based on location factors and market demand, the appraiser concludes that the financially feasible use of the site is industrial development. At the present time, market conditions for a speculative industrial related use are feasible.

Maximally Productive

The highest return to the subject site is considered to result from an industrial use. Based on a previous development plan submitted to the town, it appears as though a 350,000+/- square foot building could be developed on the site. Given the industrial setting and the industrial zoning of the site, the appraiser concludes that the maximally productive use of the site is for industrial development.

There are widely-recognized risks associated with the ownership of contaminated property. These risks are seen as represented by four areas of concern, these being 1) who has clean-up obligations, 2) what are the liabilities to third parties, 3) can the property attract buyers, and can financing be obtained for a sale of the property, and 4) are there limitations on the use of the property.

In regards to the first consideration, the appraisal is based on the assumption that the current owner of the subject has exclusive and plenary responsibility for clean-up for the site, both as of the date of valuation and in perpetuity.

Regarding the second consideration, the appraisal is based on the assumption that a buyer for the subject is absolved of all obligations to all third parties. The appraisal is based on the assumption that the current owner of the subject assumes all responsibility to third parties, both as of the date of valuation and in perpetuity.

The first two concerns are the primary influences on the third concern, which is the ability of the subject to attract buyers, and to obtain financing for a sale of the property. In the judgment of the appraiser, strong sales agreement language establishing exclusive liability to the current owner for all contamination costs and remediation of the subject, as well as all responsibility to third parties, will mostly likely assuage buyer and lender concerns in regards to the purchase and the financing of the subject. Nonetheless, all other factors being equal, buyers would rather not purchase, if a suitable alternative is available, a property that is contamination verses a property that is free of contamination, and therefore there is a potential negative consequence for the subject, even though liability is not assumed by a buyer for the subject.

Furthermore, financing for a contaminated property may not be as readily available as for a similar non-contaminated property, and a restricted availability of financing can further reduce the marketability of the subject. Regarding the fourth concern, the subject is considered most suitable for industrial uses, and these uses are not considered incompatible with a contaminated site. Such uses as residential and educational uses are incompatible with a contaminated site, but these uses are not probable for the subject site.

Conclusions: Based on the foregoing considerations and conclusions, the highest and best use of the subject as vacant is for the development of an industrial related use.

Highest and Best Use as Improved

The existing improvements have been built in various stages since circa 1953 and have been vacant for an extended period of time. It is the appraiser's opinion that the improvements do not contribute to the overall value of the subject property, given that they have been vacant since 1986, and would therefore be demolished prior to any new development that would occur on the subject property.

The following valuation is based on this highest and best use premise.

VALUATION METHODOLOGY

In estimating the value of real property, there are three recognized approaches or techniques available to the appraisers that, when applicable, can be used to process the data considered to be significant to each of the three approaches into market value indications. They are defined as follows:

Income Capitalization Approach is a "Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income."²

The Sales Comparison Approach is "The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant market derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available."³

The Cost Approach is "A set of procedures through which a value indication is derived for the fee simple estate by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property interest being appraised."⁴

Applicability to the Subject Property

In order to derive a market value opinion for the subject property, the appraiser has utilized the Sales Comparison Approach. There were a sufficient number of recent land transactions in order to conclude at a reasonable indication of market value. The Income Approach and Cost Approach are not considered to be applicable indicators of value as the subject property consists of vacant land with obsolete improvements.

² Ibid, page 115

³ Ibid, page 207

⁴ Ibid, page 54

DIRECT SALES COMPARISON APPROACH

The Direct Sales Comparison Approach to Value is based upon the comparison of the property being appraised with other recent sales of similar vacant land which was purchased for industrial development. The indication of market value is the price at which an equally desirable property has recently sold, or can be purchased in the open market. This approach is based on the principle of substitution which asserts that, when a property is replaceable, its value tends to be set by the cost of acquisition of an equally desirable substitute property, assuming there is no costly delay to obtain the substitute. This approach has been defined in "Real Estate Appraisal Terminology, op.cit" as:

"Traditionally, an appraisal procedure in which the market value estimated is predicated upon prices paid in actual market transactions and current listings, the former fixing the higher limit of value in a declining market, and the latter fixing the higher limit in any market. It is a process of analyzing sales of similar recently- sold properties in order to derive an indication of the most probable sales price of the property being appraised. The reliability of this technique is dependent upon; (a) the availability of comparable sales data, (b) the verification of the sales data, (c) the degree of comparability of extent of adjustment necessary for time differences, and (d) the absence of non- typical conditions affecting the sales price." Quantitative or qualitative adjustments are made to the sale prices to reflect comparability with the subject property. The adjustments compensate for differences in such factors as: financing, conditions of sale, market conditions (time or date of sale), location, and physical characteristics.

Two units of measure are widely used for the analysis of land sales. One is the price per unit of land, for instance the price per acre or price per square foot of land. Another commonly selected unit of value is price per square foot of building area developed, which is useful because it relates comparable prices in terms of the development potential of the site. This unit of value is commonly referred to as the price per Floor Area Ratio (FAR) or more simply the price per FAR, which is the unit price per square foot of building area that can potentially be developed on the site. This second value indicator is most reliable when the types of developments proposed for the land sales and the subject are similar in use and scope. As the FAR price inherently incorporates the development potential of the site, which may be limited by topography, shape of the site, other physical conditions or legal constraints, it often provides for the best indication of comparative value. However, when analyzing the comparable sales that have been used in this analysis and after making adjustments to each of the sales based on the physical characteristics of each sale, when compared to the subject, the indicated values based on the price per FAR results in a wide range in value. Therefore, the appraiser has also considered the selling prices of the comparable sales based on the usable land area.

The appraiser searched the Greater Boston area for recent sales of vacant industrial land. Generally speaking, there was a lack of recent sales of large parcels of industrial land due to the lack of supply of vacant land in the Route 128 area. Therefore, the search was expanded to include other areas within Eastern Massachusetts. Several sales were uncovered of which five were considered to share some physical and locational characteristics with the subject property and required further analysis. On the following pages are data sheets detailing specific information for the comparable land sales which were used in this analysis.

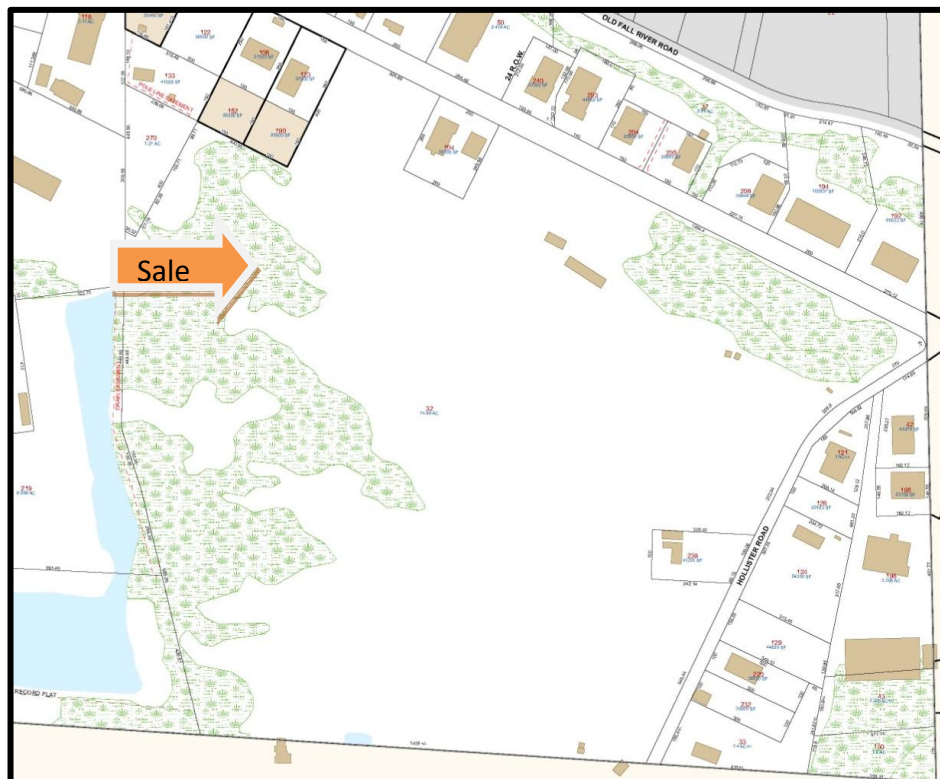
COMPARABLE LAND SALE #1

Address:	1977 Fall River Ave., Seekonk, MA
Type:	Industrial land (former recreational use & single-family dwelling)
Grantor:	a) Cuddigan Realty Inc. b) Lori C. Andrews
Grantee:	a & b) Scannell Properties #254, LLC
Verified by:	Grantee, Broker, Deed & Public Records
Property Rights Conveyed:	Fee Simple
Sales Date:	a) April 21, 2016 b) April 1, 2016
Title Reference:	a) Book 22943 Page 147, Bristol County, North District Registry of Deeds, b) Book 22943 Page 152, Bristol County, North District Registry of Deeds
Sales Price:	a) \$6,600,000 b) <u>\$400,000</u>
Total Sales Price	\$7,000,000
Financing:	Cash to Sellers
Land Area:	a) 74.93+/- acres b) <u>.95+/- acres</u>
Total Land Area:	75.88+/-acres
Useable Land Area:	a & b) 38+/- acres
Topography:	Mostly level

Allowable Building Area:	248,000 square feet
Zoning:	Industrial
Price Per Useable Acre:	\$184,211 (combined)
Price Per FAR:	\$28.23 per square foot (combined)

Comments:

This sale consisted of a former driving range which was purchased by a developer in order to construct a build to suit distribution facility for Federal Express. The sale involved two separate transactions. The main parcel is located at 1777 Fall River Ave. and included 74.93+/- acres which was previously utilized as a driving range. A large portion of this site is located within a wetland area. According to the grantee, approximately 38 acres of the combined 75.88 acres are considered to be usable. The second transaction involved the property located at 75 Hollister Road, Seekonk. This property consisted of approximately .95+/- acres and was improved with a single-family dwelling, which was subsequently demolished. As of the writing of this report, a 248,000+/- square foot distribution facility is under construction. The entire property will be leased to Federal Express on a long-term basis. According to the grantee as long as Federal Express occupies the property there is no expansion potential to the existing building due to the large parking areas required by Federal Express. The proposed building will be serviced by an on-site septic system as there is no sewer in the immediate area. The property is located along Route 6 in an area which includes a mixture of industrial properties and retail/commercial type establishments. The property is located approximately 2.5 miles to an exit ramp for Route 195. In order to develop the site, the water main in the area had to be upgraded at the expense of the grantee, which cost approximately \$1,000,000. Overall, this property is considered to be inferior to the subject due primarily due to the cost of upgrading the water line as well as lower property values associated with the Seekonk area compared to the Wilmington area. There are no other known sales of this parcel within the three years prior to this transaction.



COMPARABLE LAND SALE #2

Address:	Ridge Hill Rd., Freetown, MA
Type:	Vacant land
Grantor:	Freetown Acquisitions Company, LLC
Grantee:	Americann Inc.
Verified by:	Deed, Public Records, Broker
Property Rights Conveyed:	Fee Simple
Sales Date:	October 17, 2016
Title Reference:	Book 9083 Page 219 Bristol County Fall River Registry of Deeds
Sales Price:	\$4,475,000
Financing:	All cash to the seller
Total Land Area:	52.66+/- acres
Useable Land Area:	52.66+/- acres
Topography:	Fairly level
Allowable Building Area:	800,000 square feet
Zoning:	Industrial 2
Price Per Useable Acre:	\$84,979
Price Per FAR:	\$5.59 per square foot

Comments:

This sale consisted of an unimproved parcel of land located at the end of a cul-de-sac in an industrial park setting. The sale included two separate parcels of land which are separated from each other by an access

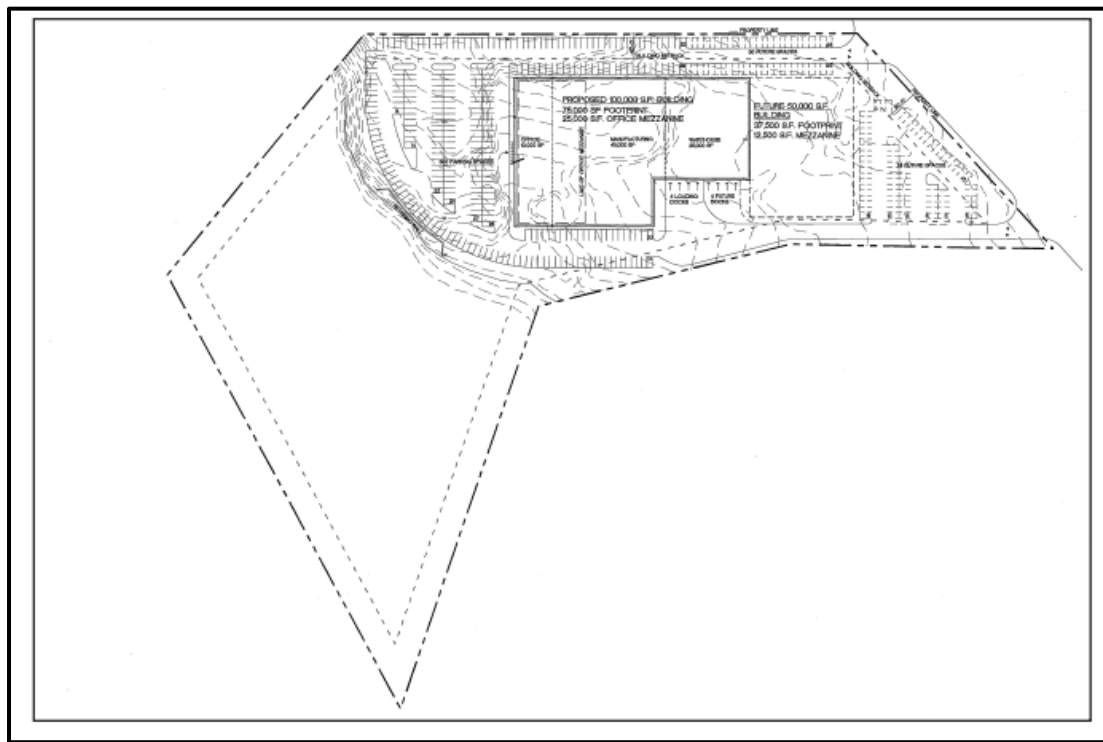
[illegible]

COMPARABLE LAND SALE #3

Address:	795 Jubilee Dr., Peabody, MA
Type:	Vacant land
Grantor:	Jubilee Associates, LLC
Grantee:	795 Jubilee Dr., LLC
Verified by:	Deed, Public Records, Broker
Property Rights Conveyed:	Fee Simple
Sales Date:	May 18, 2016
Title Reference:	Book 34945 Page 524 Essex County South District Registry of Deeds
Sales Price:	\$2,150,000
Financing:	Conventional
Total Land Area:	12.96 acres
Useable Land Area:	8.64 acres
Topography:	Moderate slopes
Allowable Building Area:	140,000 square feet
Zoning:	Designated Development District
Price Per Useable Acre:	\$248,842
Price Per FAR:	\$15.36 per square foot

Comments:

This is the sale of an unimproved parcel of industrial land. The property is located within the Centennial Industrial Park, which is the premier industrial park in the North Shore area of Boston. The park offers good highway access to Route 128. According to the broker, the future building which will be constructed on the site will have visibility from Route 128. The land consists of two contiguous parcels which are currently heavily wooded. It is estimated that approximately one third of the site contains wetland areas, and is not considered to be buildable. It is estimated that the site can accommodate a 140,000 square foot industrial/R&D building. It is estimated that it will cost an approximately \$1 million in additional site work to develop the property. Overall, this property is considered to be inferior to the subject due primarily to the site work required in order to develop the property. There are no other known sales of this parcel within the three years prior to this transaction.



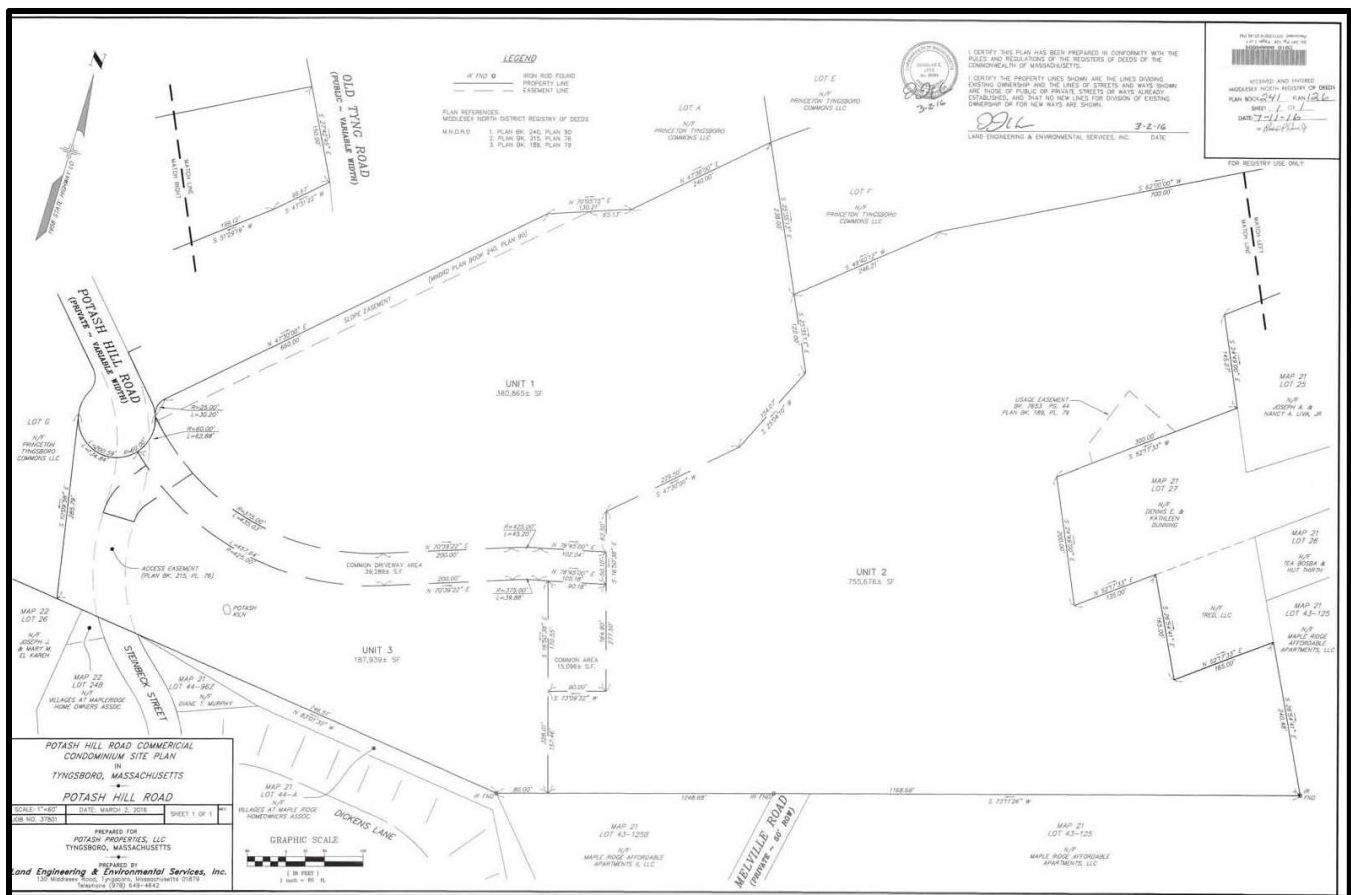
COMPARABLE LAND SALE #4

Address:	Potash Hill Rd., Tyngsboro, MA
Type:	Vacant land
Grantor:	Sycamore Networks Real Estate, LLC
Grantee:	Potash Properties, LLC
Verified by:	Deed, Public Records, Grantee
Property Rights Conveyed:	Fee Simple
Sales Date:	December 15, 2015
Title Reference:	Book 29636 Page 71 Middlesex North District Registry of Deeds
Sales Price:	\$1,675,000
Financing:	Conventional
Total Land Area:	31.65 acres
Useable Land Area:	31.65 acres
Topography:	Rolling
Allowable Building Area:	191,000 square feet
Zoning:	Industrial 1
Price Per Useable Acre:	\$52,923
Price Per FAR:	\$8.77 per square foot

Comments:

This sale consisted of an unimproved parcel of land located at the end of a cul-de-sac in a mixed use area which includes multifamily residential and industrial type uses. The property was a portion of a large parcel

having been subdivided from the larger parcel. Subsequent to the sale, the grantee filed a master deed which divided the site into 3 separate EUA's (Exclusive Use Areas) with each EUA to be improved with a separate building. The grantee has constructed a recreational sports facility which contains a footprint of 63,000 square feet. This portion of the site can accommodate an additional 63,000 square foot addition. The 2nd EUA will contain approximately 41,000+/- square feet with the 3rd EUA being able to accommodate a 24,000+/- square foot industrial building. In total, the site will be improved with a total of 191,000 square feet. In order to access the developable areas of the site, a full subdivision road was installed at an estimated cost of \$300,000. In addition, the sewer was brought in from the opposite end of the site at an estimated cost of \$200,000. Prior to the closing, an abutter filed a motion challenging access to the site through Potash Road. This was settled at an additional cost to the grantee of \$125,000. This amount is included in the above sale price. The \$500,000 cost for the road and sewer line is not included in the above selling price and has been addressed under the adjustments section of this report. Overall, this property is considered to be inferior to the subject due primarily to the site work required in order to develop the property as well as the location. There are no other known sales of this parcel within the three years prior to this transaction.



COMPARABLE LAND SALE #5



Address:	Sterling Rd., Billerica, MA
Type:	Vacant land
Grantor:	Martin A. Beck, et al
Grantee:	JDDS, LLC
Verified by:	Deed, Public Records, broker
Property Rights Conveyed:	Fee Simple
Sales Date:	February 24, 2016
Title Reference:	Book 29847 Page 218, Middlesex County North District Registry of Deeds
Sales Price:	\$925,000
Financing:	Conventional
Total Land Area:	5.0 acres
Useable Land Area:	5.0 acres
Topography:	Irregular
Allowable Building Area:	76,230 square feet
Zoning:	Industrial
Price Per Useable Acre:	\$185,000
Price Per FAR:	\$12.13 per square foot

Comments:

This is the sale of a vacant parcel of land which is zoned industrial and is located in an industrial park which has convenient access to Route 3. The grantee has built a single story industrial building which contains

approximately 25,000 square feet. The property will be utilized as a contractor's yard for equipment and materials. Therefore, a large portion of the site will be used for outside storage purposes. There is a slope impacting the site and although the entire site is considered usable, significant site cost premiums were required for cut and fill to allow full utility of the site. It is estimated the site can accommodate a total of 76,230 +/- square feet of building area. Overall, this property is considered to be inferior to the subject due primarily to the site work required in order to develop the property. There are no other known sales of this parcel within the three years prior to this transaction.

Comparable Industrial Land Sales 51 Eames Street Wilmington, MA						
Location	Subject 51 Eames Street Wilmington, MA	Sale # 1 1977 Fall River Ave. Seekonk, MA	Sale # 2 Ridge Hill Road Freetown	Sale #3 795 Jubilee Dr. Peabody	Sale #4 Potash Hill Road Tyngsboro	Sale #5 Sterling Road BillERICA
Date of Sale		4/ 1/2016 & 4/21/2016	10/17/2016	5/18/2016	12/15/2015	2/24/2016
Selling Price		\$7,000,000	\$4,475,000	\$2,150,000	\$1,675,000	\$925,000
Total Land Area (Acres)	53.000	75.880	52.660	12.960	31.650	5.000
Useable Land Area (Acres)	32.000	38.000	52.660	8.64	31.650	5.000
SF	1,393,920	1,655,280	2,293,870	376,359	1,378,674	217,800
Building Area	350,000	248,000	800,000	140,000	191,000	76,230
Zoning	25%	15%	35%	37%	14%	35%
	Industrial	Industrial	Industrial	Designated Development District	Industrial	Industrial
Price/Useable Acre		\$184,211	\$84,979	\$248,842	\$52,923	\$185,000
Price/FAR		\$28.23	\$5.59	\$15.36	\$8.77	\$12.13
Adjustments						
Cash Equivalency		0.00%	0.00%	0.00%	0.00%	0.00%
Adjusted Value		\$28.23	\$5.59	\$15.36	\$8.77	\$12.13
Condition of Sale		0.00%	0.00%	0.00%	5.00%	0.00%
Adjusted Value		\$28.23	\$5.59	\$15.36	\$9.21	\$12.13
Demolition		0.57%	0.00%	0.00%	0.00%	0.00%
Adjusted Value		\$28.39	\$5.59	\$15.36	\$9.21	\$12.13
Market Conditions		5.00%	3.00%	5.00%	5.00%	5.00%
Adjusted Value/FAR		\$29.81	\$5.76	\$16.13	\$9.67	\$12.74
Adjusted value/usable acre		\$194,526	\$87,528	\$261,285	\$58,347	\$194,250
Location		10.00%	25.00%	10.00%	25.00%	10.00%
Size		0.00%	20.00%	-15.00%	0.00%	-20.00%
Access		0.00%	0.00%	0.00%	0.00%	0.00%
Utilities		5.00%	5.00%	0.00%	0.00%	0.00%
Site Utility		14.29%	0.00%	46.51%	29.85%	10.00%
Total Adjustments		29.29%	50.00%	41.51%	54.85%	0.00%
Indicated Value/SF		\$36.70	\$8.39	\$21.73	\$14.26	\$12.13
Indicated value/usable acre		\$251,495	\$131,293	\$369,748	\$90,351	\$194,250
Weight		25.00%	25.00%	15.00%	25.00%	10.00%
Per FAR		\$9.18	\$2.10	\$3.26	\$3.56	\$1.21
Weight		25.00%	25.00%	15.00%	25.00%	10.00%
Per Useable Acre		\$62,874	\$32,823	\$55,462	\$22,588	\$19,425
Called Total Value	\$19.00 per FAR \$6,650,000	Weighted Value/FAR Mean Value/FAR Median Value/FAR	\$19.31 \$18.64 \$14.26	\$205,000 per Useable Acre \$6,560,000	Weighted Value/Useable Acre Mean Value/Useable Median Value/Useable Acre	\$193,172 \$207,427 \$194,250
Indicated Value Prior To Deductions	\$6,600,000					

The preceding sales sold from a low of \$5.59 per square foot of FAR to a high of \$28.23 per square foot of FAR. Based on the price per usable acre, the sales sold from a low of \$52,923 per acre to a high of \$248,842 per acre. The sales occurred as early as December 2015 and as most recent as October 2016. Quantitative adjustments have been made to each of the sales in order to adjust for the differences in each of the comparables when compared to the subject property. Adjustments for property rights conveyed, financing/conditions of sale, and market conditions have all been made, prior to making the necessary adjustments for the differences in location and physical characteristics.

Financing: All of the sales were either all cash transactions or were cash equivalent, with no unusual financial terms being involved. Therefore there was no adjustment necessary for this feature.

Property Rights Conveyed: All of the sales that have been presented conveyed the fee simple interest in each of the properties, which is the same interest being appraised for the subject. Therefore the sales did not require any adjustment for this feature.

Conditions of Sale: With the exception of Sale No. 4, there were no unusual conditions involved with any of the sales which are all believed to be arms length transactions. Sale No. 4 was under a condominium form of ownership. However, each unit owner had complete control over their individual buildings as each unit had a designated exclusive use area. Nonetheless, the unit owners do not have 100% control over their individual properties. This is considered to be slightly inferior to the ownership interest of the subject. Therefore this sale has been adjusted upward by 5%. The remaining sales did not require any adjustment for this characteristic.

Demolition: With the exception of Sale No. 1, all of the sales consisted of vacant land at the time of transfer. Sale No. 1 was improved with a single family dwelling and a small commercial building which were demolished subsequent to the sale. This sale was adjusted upward by \$40,000 to reflect this characteristic.

Time: The sales which have been presented have occurred as early as December 2015 to as most recent as May 2016. With the exception of Sale No. 2, all of the sales occurred within six months of each other between December 2015 and May 2016. All four of these sales have been adjusted upward by 5%. Sale No. 2 occurred in October 2016 which is within eight months of the date of valuation and has been adjusted upward by 3%.

After making the above adjustments, the FAR per square foot value ranges from a low of \$5.76 to a high of \$29.81. Based on the price per usable acre, the value ranges from a low of \$58,347 per acre to a high of \$261,285 per acre.

Location: The subject is judged to offer good location appeal for an industrial use. Wilmington offers good proximity to major highways and to employment areas. The Subject is adjacent to a railroad line, which is an essential amenity to the buyer for the subject, but which is not an amenity to the majority of buyers in the marketplace. The subject is not appraised for value in use, and therefore the subject's access to a railroad line is not considered a value-enhancing amenity requiring an adjustment for sales without this amenity. Upward adjustments were made to Sale Nos. 2 & 4 reflecting the inferior location of these two

sales when compared to the Wilmington area. Both of these sales have been adjusted upward by 25%. The remaining three sales are all located in active industrial areas however they are not as centralized as the Wilmington area and are considered to be slightly inferior. An upward adjustment of 10% was applied to each of these three transactions.

Size: Downward size adjustments were applied to Sale Nos. 3 & 5 to reflect the smaller sizes of these two sales compared to the 32 usable acres associated with the subject property. In addition, consideration was also given to the size of the buildings that will be developed on each of the comparable sales when compared to the potential 350,000 square feet of building area associated with the subject property. A downward adjustment of 15% and 20% was made to Sale No. 3 and 5, respectively. An upward adjustment of 20% was made to Sale No. 2 as it was almost twice the size of the usable land area associated with the subject. Within the market area, larger sites generally sell for less per acre than smaller sites and vice versa. The remaining two sales did not require any adjustment as they contained usable land areas ranging from 31.65 acres to 38 acres.

Access: All of the sales provided convenient access to nearby highways. Therefore none of the sales required an adjustment for this characteristic.

Utilities: With the Exception of Sale Nos. 1 & 2, all of the sales have all utilities available to the site. Sale Nos. 1 & 2 did not have sewer available to the site and required on-site septic systems. Therefore, both of these sales have been adjusted upward by 5% to reflect this characteristic.

Site Utility: Sale No. 1 required approximately \$1,000,000 in additional costs in order to upgrade the water line that was available to the neighborhood. This results in an upward adjustment of approximately 14%. Sale No. 3 will require an additional cost of approximately \$1,000,000 for additional site work necessary in order to develop the property. This results in an upward adjustment of approximately 46%. Sale No. 4 required the construction of a subdivision road to the site as well as bringing a sewer line approximately 600 feet to the proposed buildings. This sale was adjusted upwards by approximately 30% to reflect this additional cost. Sale No. 5 required an additional undisclosed cost due to the topography of the site. This sale was adjusted upwards by approximately 10% to reflect this additional cost.

After making the adjustments to the sales, the indicated values range from a low of \$8.39 per square foot of FAR, to a high of \$36.70 per square foot of FAR, with a mean value equal to \$18.64 per square foot of FAR. The median value for all five sales equates to \$14.26 per square foot of FAR. More weight was given to Sale Nos. 1, 2 & 4 due to the overall physical characteristics of these three sales being more similar to the subject property. Sale No. 5 was given the least amount of weight as this sale is the smallest of the sales which have been presented. The weighted value for all five sales equates to \$19.31 per square foot of FAR. This analysis generally supports a per square foot value of FAR equal to \$19.00. Based on the building area of approximately 350,000 square feet, which was previously approved for the subject property, results in a total value equal to \$6,650,000.

After making the adjustments to the sales, the indicated values based on the price per usable acre range from a low of \$90,351 per usable acre, to a high of \$369,748 per usable acre, with a mean value equal to \$207,427 per usable acre. The median value for all five sales equates to \$194,250 per usable acre. The

weighted value for all five sales equates to \$193,172 per usable acre. This analysis generally supports a value equal to \$205,000 per usable acre. Based on the estimated usable land area of approximately 32+/- acres, results in a total value for the subject property equal to \$6,560,000. Based on the price per FAR, the indicated value for the property amounts to \$6,650,000. This analysis generally supports a value equal to \$6,600,000.

The subject property, however, is a contaminated site, and although the appraisal is based on the assumption that a buyer for the subject would not incur any costs or liability associated with the contamination, it is probable that the potential market for the subject is reduced by the fact of the contamination, since a percentage of potential buyers will not want ownership of a contaminated site, and financing for a contaminated site may not be as readily available as for a non-contaminated site.

A large percentage of potential buyers would not pursue the purchase of a property that had any type of hazardous waste associated with it until the issue was fully resolved. On an extreme level, one could argue there is no value that is associated with a contaminated site as there is no way to measure the cost and associated risk for an unknown. For instance, according to Dennis Clark, who is the President of Cummings Properties, who are experienced property owners and developers of industrial and office properties, they attempted to purchase a contaminated property in Sudbury, MA approximately 12 years ago. They entered into a contract to purchase a site that was owned by Starmat Nuclear Metals. They were willing to purchase the property for \$3 million and the seller was going to lease back the entire property at a contract rent of \$3.00 per square foot.

The agreed-upon rent and the purchase price were approximately 1/2 of what the estimated market value and market rent were at the time. The rationale in entering into the contract took into account if the tenant failed, they could re-lease the building at twice the rent and realize a windfall profit. In this situation there was a buyer, with very deep pockets that was able to purchase a risky property with no bank financing, provided there was a large enough profit incentive. In this case it would have been 50% of the initial investment. When it was determined that the contamination was also in the walls and ceilings of the building and occupancy would not be possible for any new tenant, they walked from the deal as there was the possibility that the property could not be occupied until it was clean and the cost to clean the property was a large unknown.

In the case of the subject property, the remediation of the hazardous waste issue has been ongoing for the past several years. The site has been listed on the Environmental Protection Agency's National Priorities List as a Superfund Site since April 2006. A lien release by the EPA was issued in August 2015 which states that the net proceeds from the sale of the property will be placed into an escrow account in order to satisfy the overall liability on the part of the current owner in order to resolve all outstanding issues pertaining to the hazardous waste. The sale proceeds shall be used for the final phase of response actions, including the costs of performance of the response actions conducted at the site pursuant to a future decision document issued for the site by the EPA. The lien release document indicates that it terminates if the sale of the property occurs after December 31, 2015. According to a representative of the buyer for the property the lien release agreement has been extended.

Given the fact that the performance of the completion of all issues regarding the removal of the hazardous waste is the responsibility of the current property owner as well as the appraisal report making extraordinary assumptions and limiting conditions pertaining to the removal of the hazardous waste, nonetheless, a deduction must be made for the stigma which may be associated with the presence of hazardous waste. In the above example, a 50% risk factor was associated with an extreme condition which would not have the same risk level associated with the subject property given the extraordinary assumptions which have been made. A 10% risk factor for the subject property is considered to be reasonable, which would result in an indicated value for the subject property equal to \$5,940,000. (\$6,600,000 - \$660,000 = \$5,940,000).

On the date of valuation, the subject property was improved with various industrial buildings which were previously used by the current owner. As these buildings have no contributory value to the underlying land and the indicated value for the subject property is only for the underlying land, the estimated cost to remove these improvements as well as the estimated cost for the final impermeable cap for the 4.5 acres of land area that is impacted by the hazardous waste issue, must be deducted from the above value.

According to information provided by the Client, the costs to raze the existing improvements as well as the cost for the final impermeable cap are accounted for in the following summaries:

New England Transrail, LLC Wilmington, MA Concept Cost Estimate- Demolition		06/03/2015 Prepared by NC D'Agostino			
REF. NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	ESTIMATE OF COST - MATERIAL & LABOR / UNIT \$	EXTENSION ITEM TOTAL \$
2	Concrete Slab Demolition 6inch thick, hydraulic hammer, reinforced concrete Plant A,C1 15,940SF Plant C2/C3 10,358SF Plant D 10,045 SF East Warehouse Slab 20,000SF West Warehouse Slab 13,250SF Office Building/Lab Slab 12,500SF Concrete Bunker Slabs (3) 4,065SF Total 86158SF /9 -9,575 SY	9,575	SF		
				\$ 16.80	\$ 160,860
3	East Warehouse Building Demolition	20,000	SF	\$ 1.63	\$ 32,600
4	West Warehouse Building Demolition	13,250	SF	\$ 1.63	\$ 21,598
5	Office Building/Lab Demolition 12,500SF x 30Ft =375,000CF	375,000	CF	\$ 0.33	\$ 123,750
6	Office Building/Lab Gutting	12,500	SF	\$ 9.10	\$ 113,750
7	Concrete Bunkers (3) Demolition 1,355 SF ea x 15ft high	60,975	CF	\$ 0.33	\$ 20,122
8	Asbestos Abatement and Disposal	1	LS	\$ 200,000.00	\$ 200,000
					\$ 672,679
	Costs from RS Means City Index Demolition Adjustment for Boston			2.40%	\$ 16,144.30
	Sub-Total				\$ 688,823.55
	Contingency			10%	\$ 68,882.36
	TOTAL				757,706
	GENERAL REQUIREMENTS				
1	Safety and security			2%	\$ 15,154
2	Temporary Services			1%	\$ 7,577
3	Submittals			3%	\$ 22,731
4	General Conditions (coordinating subs, job,super,etc)			4%	\$ 30,308
	TOTAL GEN REQUIREMENTS				\$ 75,771
	GENERAL CONTRACTOR'S COSTS				
1	GC Home Office Overhead			7.7%	\$ 58,343
2	GC Insurance,Payment &Performance Bonds			3.3%	\$ 25,004
3	General Contractor's Profit			10%	\$ 75,771
	TOTAL GENERAL CONTRACTOR'S COSTS				\$ 159,118
	TOTAL				\$ 992,595

Matcon™ (Modified Asphalt for Containment) Cap (www.matcon-inc.com)**

4-inches of Matcon \$135,000/acre/43,560 SF/acre = \$3.10/SF

Hot mix asphalt manufacture \$35/ton x \$0.05 tons/sq inch/sq yd x 4 inch/9sf/sq yd = \$0.78/SF

Haul and placement \$55/ton x \$0.05 tons/sq inch/sq yd x 4 inch/9sf/sq yd = \$1.22/SF

\$5.10/SF X 201,800 sf = \$1,029,180

12-inches of granular fill is 7,500 cy @ \$25/cy \$ 187,500

Subtotal \$1,216,680 (includes Contractors BFO & Profit)

Contingency = 15% \$ 182,502

Total \$1,399,182

**This product has a very dense consistency with only 4% air voids unlike conventional asphalt concrete, MatCon™ permeability (TM was part of the EPA SITE program and has been used on Superfund sites as a cap. This product would eliminate the need for the GCL cover soils and additional pavement over the DAPL containment area.

In both options, two to six cast in place concrete "bridges" are needed to span over the slurry cutoff trench for vehicle traffic located on the north and east sides of the DAPL containment area. Assume the bridges are 35 feet long, 24 feet wide and 2 feet thick = $35 \times 24 \times 2 / 27 = 62$ cy x \$800/cy x 2 bridges = \$99,200 plus 15% contingency = \$114,080 or 62 cy x \$800/cy x 6 bridges = \$342,240 or a range between \$114,080 to \$342,240 depending on the number of crossings

Re-grading of the DAPL containment area to El 89 will require an average of approximately 3 feet of fill placement x 201,800 sf/27cf/cy = 22,422cy @ \$25/cy=\$560,000 in addition to the 16-inches of pavement (4-inches) and granular fill (12-inches) or \$1,399,182 for a total of \$1,959,182

Indicated value prior to deductions:	\$5,940,000
Less cost for demolition:	\$992,595
Less cost for impermeable:	<u>\$1,959,182</u>
Net Indicated Value	\$2,988,223

The result is a total cost equal to \$2,951,771, which includes \$992,595 for the demolition of the buildings and \$1,959,182 for the final impermeable cap on the 4.5 acres of land. When this amount is deducted from the above value of \$5,940,000, the result is an indicated value equal to \$2,988,223, which was rounded to \$3,000,000. Therefore, the "as is" market value for the subject property is equal to \$3,000,000.

RELIABILITY

Diligent effort has been made to produce credible indicators of market value by the Sales Comparison Approach to value which has been used in this analysis. In total, the detail and depth of the analysis is considered to be commensurate with the complexity of the property type and market conditions.

Sufficient data, diligence and analysis are combined in this valuation to produce a reasonably reliable value conclusion which will serve the needs of the client.

RECONCILIATION AND OPINION OF MARKET VALUE-"AS IS"

Reconciliation is the process of coordinating and integrating related facts to form a unified conclusion. An orderly connection of interdependent elements is a prerequisite of proper reconciliation. This requires a reexamination of specified data, procedures, and techniques within the framework of the approaches used to derive preliminary estimates. The highest and best use of the subject property is for its development for an industrial related use. Therefore, the property was valued as vacant land. The only meaningful indicator of value is via the Sales Comparison Approach. The indication of value is based on available market data and is strengthened by refinement through the applicable approach. The indicated value via the Sales Comparison Approach, prior to deductions for the risk factor associated with a contaminated property as well as the demolition costs and the cost for the final impermeable cap, is equal to \$6,600,000.

The appraiser analyzed several sales of vacant land throughout Eastern Massachusetts of which five were considered to be the most meaningful as they shared some locational or physical characteristics with the subject property. Adjustments were made to each of the sales to reflect any differences when compared to the subject property. After making the necessary adjustments, the appraiser concluded at an estimate of the market value for the subject property equal to \$5,940,000.

However, on the date of valuation, the subject property was improved with several older industrial buildings which did not contribute any value to the property. The estimated cost for the demolition and removal of the buildings is estimated to be \$992,595. In addition, over the last several years the subject property has had an ongoing process with respect to the remediation of hazardous waste which was detected on the property several years ago. This process is nearing an end with the final impermeable cap need to be installed on the affected land area, in order to satisfy the requirements of the Environmental Protection Agency. The estimated cost for the impermeable cap is estimated to be \$1,959,182. When these two amounts are deducted from the indicated value of \$5,940,000, results is an indicated value equal to \$2,988,223, which was rounded to \$3,000,000. Therefore, the "as is" market value for the subject property is equal to \$3,000,000

As a result of our inspection of the property and our research of the market, it is our opinion the "as is" market value of the fee simple interest for the subject property, as of June 23, 2017, subject to the assumptions and limiting conditions stated in this report is:

**THREE MILLION DOLLARS
(\$3,000,000)**

CERTIFICATION

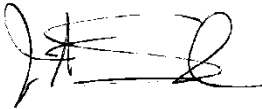
We, Robert Shannon and John A. Shuka, certify that, to the best of our knowledge and belief:

1. Robert Shannon has made an inspection of the subject property. John A. Shuka did not physically inspect the subject property. No one provided significant real property appraisal assistance to the person(s) signing this certification. The appraisers have significant experience appraising property similar to the subject of this report.
2. The statements of fact contained in this report are true and correct.
3. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and represents our personal, impartial, and unbiased professional analyses, opinions and conclusions.
4. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
5. John Shuka has performed appraisal services regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.
6. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
7. Our engagement in this assignment and our compensation was not contingent upon the developing or reporting of predetermined results.
8. Our compensation for completing this assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and with the requirements of the *Code of Professional Ethics*, and *Standards of Professional Appraisal Practice* of the Appraisal Institute.
10. The use of this report is subject to the requirements of the *Appraisal Institute* relating to review by its duly authorized representatives.
11. As of the date of this report, Robert F. Shannon, MAI and John A. Shuka, MAI, SRA have completed the continuing education program for Designated Members of the Appraisal Institute.

12. If any information required or deemed pertinent to the completion of an appraisal was unavailable, that fact and the effort to obtain the information have been disclosed and explained in this report.

A handwritten signature in black ink, appearing to read "Robert Shannon", with a stylized, cursive script.

Robert F. Shannon, MAI, CCIM
Massachusetts Certified General RE Appraiser
License #720

A handwritten signature in black ink, appearing to read "John A. Shuka", with a stylized, cursive script.

John A. Shuka, MAI, SRA, AI- GRS
Massachusetts Certified General RE Appraiser
License #75

ADDENDUM

ENVIRONMENTAL INFORMATION



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Region 1

**5 Post Office Square, Suite 100
Boston, MA 02109-3912**

May 13, 2015

Robert W. Jones, III
Managing Principal
New England Transrail, LLC
46 Grand Cove, Edgewater, NJ 07020-7245

Re: Comfort/Status and Reasonable Steps Letter
51 Eames Street, Wilmington, Massachusetts
Olin Chemical Superfund Site

Dear Mr. Jones:

I am writing in response to your December 18, 2014 request for a Prospective Purchaser Agreement ("PPA") or Comfort/Status Letter ("CSL") regarding the property at 51 Eames Street Wilmington, Massachusetts (the "Property"). My response is based upon the facts presently known to the United States Environmental Protection Agency ("EPA").

Under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), commonly referred to as Superfund, EPA's primary mission is to protect human health and the environment from the exposure risks posed by contaminated or potentially contaminated lands. However, in doing so, EPA also recognizes the social and economic benefits of returning contaminated lands to productive use.

As you know, the Property is located within the current study area designated by EPA as the Olin Chemical Superfund Site (the "Site"), and subject to the requirements of an Administrative Settlement Agreement and Order on Consent ("AOC"), EPA Region 1 CERCLA Docket No. 01-2007-0102, with an effective date of July 3, 2007. The AOC requires that American Biltrite, Inc., Olin Corporation ("Olin"), and Stepan Company (collectively, the "Respondents") complete a Remedial Investigation and Feasibility Study ("RI/FS") at the Site consistent with CERCLA.

The AOC also requires that the Respondents shall provide continued access to property owned by Respondents at the Site at all reasonable times, and that Olin, as sole current owner of the Property, provide a Transfer Notice and execute a Transfer Agreement in the event that any change in the ownership interest in the Property is imminent. The Transfer Notice is to be provided to EPA at least 30 days prior to any transfer. The Transfer Agreement is to be executed between Olin and the intended transferee or option holder, which for the purposes of this CSL is New England Transrail, LLC ("NET") (see AOC, Paragraph XII).

EPA understands that NET plans to develop and use the Property as a commodities-based rail transloading terminal facility as shown in Attachment 1. EPA does not support or oppose NET's proposed development, and EPA is not opining as to whether NET's proposed development complies with local or state zoning or land use regulations.

History and Status of the Site

The Olin Chemical Superfund Site includes the 53-acre Property located at 51 Eames Street in Wilmington, Massachusetts. The Property was largely forested prior to the 1950s. From 1953 until 1986, numerous entities conducted chemical manufacturing operations at a facility located on the Property. Olin purchased the Property in 1980. Liquid wastes generated at the facility, which included sulfuric acid, sodium chloride, sodium sulfate, ammonium chloride, ammonium sulfate, chromium sulfate and other compounds, were disposed of in unlined pits (commonly referred to as lagoons) on the northern half of the Property, and wastes percolated into the soil or overflowed into natural and man-made drainage ways.

The liquid wastes disposed of at the Site had high concentrations of dissolved inorganic constituents with fluid densities greater than water. These dense liquids migrated vertically to the bedrock surface, forming a brine layer in bedrock depressions within the aquifer commonly referred to in Site study documents as dense aqueous phase liquid ("DAPL") pools. The DAPL pools contain elevated concentrations of several contaminants of interest, most notably n-nitrosodimethylamine ("NDMA"). NDMA is believed to have formed within the aquifer due to the presence of the liquid wastes disposed at the Site.

Numerous environmental investigations and response activities were conducted at the facility prior to inclusion of the Site in EPA's CERCLA program. These investigations and subsequent response actions resulted in the excavation and off-Site disposal of contaminated soil from two drum disposal areas, a buried debris area, and Lake Poly (a former lagoon); as well as impacted sediment from the West Ditch and associated wetland, the South Ditch, and Central Pond. All response actions were conducted in accordance with work plans approved by the Massachusetts Department of Environmental Protection ("MassDEP"). An area of trimethylpentenes in soil and shallow groundwater located near the Plant B groundwater recovery/treatment system were identified and remediated using an air sparge/soil vapor extraction system ("AS/SVE").

Since 1989 the Respondents have operated the Plant B groundwater recovery/treatment system. The system was installed in response to seepage of a light non-aqueous phase liquid ("LNAPL") into the East Ditch. The LNAPL is process oil that contains chemicals of interest including bis(2-ethylhexyl)phthalate, n-nitrosodi-n-propylamine, and trimethylpentenes. The system was designed to create a groundwater cone of depression to prevent migration and allow for mechanical removal of the LNAPL. Groundwater extracted during operation of the Plant B system is treated to remove iron and ammonia as well as dissolved organic compounds. The treated groundwater is discharged to surface water in the on-Property upper West Ditch under an EPA-issued Remediation General Permit.

In 2000 Olin constructed a slurry wall/cap containment structure around the on-Property portion of the upper DAPL pool. The intent of this source control action was to eliminate, to the extent

feasible, the on-Property DAPL material as a source of dissolved constituents to groundwater. A significant volume of DAPL remains outside the containment structure. The containment structure is comprised of a 3-foot thick perimeter slurry wall extended to the top of bedrock (about 40 feet below ground surface) and covered with a temporary 5-acre geo-synthetic cap to minimize infiltration of precipitation into the containment area.

The Site was finalized for inclusion on the National Priorities List ("NPL") on April 18, 2006. The NPL is EPA's list of CERCLA-eligible Sites. In June 2007, EPA and the Respondents entered into the AOC which required that the Respondents complete an RI/FS consistent with CERCLA. Due to the extent of previous investigations and recognition of the technically complex nature of cross-media impacts, the RI/FS was divided into three operable units ("OUs") as follows:

- Operable Unit 1 ("OU1"): Defined as the 53-acre Property, including the former facility area, established conservation area, on-Property ditch system, calcium sulfate landfill, and slurry wall/capped area. OU1 was intended to address source control concerns and includes soil, sediment, surface water, and potential vapor issues.
- Operable Unit 2 ("OU2"): Defined as off-Property surface water and sediment areas including, at a minimum, the off-Property East Ditch, South Ditch and Landfill Ditch; Sawmill Brook and Maple Meadow Brook; and North Pond. OU2 was intended to address source control and management of migration concerns, and includes surface water and sediment issues.
- Operable Unit 3 ("OU3"): Defined as all on- and off-Property groundwater areas including the Maple Meadow Brook aquifer, groundwater beneath the Property, and groundwater contamination located south and east of the Property. OU3 was intended to address management of migration concerns and includes groundwater and potential vapor issues.

Field work for OU1 and OU2 was completed from 2009 to 2012. Results were combined into a single Draft Remedial Investigation Report submitted to EPA in April 2013. Following review and comment by EPA, MassDEP, the Town of Wilmington and the Wilmington Environmental Restoration Committee ("WERC"), a Draft Final Remedial Investigation Report was submitted to EPA in April 2014 and is expected to be finalized soon. Field work for OU3 began in 2010 and is expected to be complete in 2015.

On April 14, 2015, EPA issued a letter documenting the decision to combine the operable units into a single proposed plan and Record of Decision.

CERCLA's Bona Fide Prospective Purchaser Liability Protection

In January 2002, Congress amended CERCLA to include liability limitations for landowners that acquire contaminated property after the effective date of the amendments (January 11, 2002) if those landowners qualify as "bona fide prospective purchasers" ("BFPP"). To meet the statutory criteria for a BFPP, a landowner must satisfy certain threshold criteria and continuing obligations. Among other threshold criteria, which are not included in full herein, a BFPP must establish that (i) all disposal of hazardous substances at the facility occurred before the purchaser

acquired the facility; (ii) the purchaser performed "all appropriate inquiry" into the previous ownership and uses of the property before acquisition; and (iii) the purchaser is not potentially liable or affiliated with any other person who is potentially liable for response costs at the facility.

In addition to the threshold criteria, a landowner must meet certain continuing obligations in order to qualify as a BFPP. One continuing obligation requires a landowner to provide full cooperation, assistance, and access to persons that are authorized to conduct response actions at the Site. In addition, a BFPP must establish, among other things, that (i) it is in compliance with any land use restrictions established or relied on in connection with the cleanup; and (ii) it does not impede the effectiveness or integrity of any institutional control employed in connection with the cleanup. As provided in EPA's Interim Guidance Regarding Criteria Landowners Must Meet in Order to Qualify for Bona Fide Prospective Purchaser, Continuous Property Owner, or Innocent Landowner Limitations on CERCLA Liability, dated March 6, 2003, landowners must "comply with land use restrictions and implement institutional controls even if the restrictions or institutional controls were not in place at the time the person purchased the property."

Another continuing obligation required to qualify as a BFPP is taking "reasonable steps to stop any continuing release; prevent any threatened future release; and prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substance." Section 101(40)(D) of CERCLA, 42 U.S.C. Section 9601(40). Based upon the information that EPA has evaluated to date, including the conceptual design provided by NET to EPA on December 18, 2014, EPA believes that, for an owner of the Property, the following would be appropriate reasonable steps with respect to the hazardous substance contamination found at the Property:

- Entering into the Transfer Agreement with Respondents (as referenced above);
- Complying with the applicable land transfer requirements of Paragraph XII of the AOC;
- Providing access to the Property at all reasonable times and cooperating with EPA for the purpose of conducting monitoring and response actions;
- Complying with any existing deed restrictions or institutional controls;
- Agreeing to record and comply with any additional deed restrictions or institutional controls as deemed necessary pursuant to a Record of Decision to implement or maintain response actions;
- Protecting and maintaining all aspects of the existing groundwater recovery and treatment system designated by Respondents as Plant B during and after redevelopment activities, including the permitted surface water discharge to the Upper West Ditch;
- Protecting and maintaining all aspects of the existing slurry wall containment area and temporary cap, and cooperating fully with the anticipated design and installation of a permanent cap on the containment area;
- Cooperating fully with any future response actions to be determined by EPA through anticipated decision documents such as Records of Decision or Action Memoranda;
- Notifying all contractors, subcontractors, lessees and any other parties operating at the Property of this letter, and ensuring that these parties satisfy the requirements set forth in this letter;

- Installing vapor barriers or incorporating other suitable vapor intrusion mitigation measures in future buildings on the Property as deemed necessary by EPA pursuant to anticipated decision documents such as Records of Decision or Action Memoranda;
- Providing EPA and Respondents with copies of any environmental data collected at the Property;
- Providing EPA and Respondents with weekly progress summaries during active re-development construction, including the identification of anticipated areas of intrusive activities, such as excavation, on the Property;
- Cooperating with EPA's field oversight activities during future response actions; and
- Refraining from using the Property in any manner that would interfere with or adversely affect the implementation, integrity or protectiveness of any past or future response actions performed at the Site.

This letter does not provide a release of CERCLA liability, but only provides information with respect to reasonable steps based on the information that EPA currently has available to it. The reasonable steps suggested by EPA in this letter are based on the nature and extent of contamination known to EPA at this time, and are provided solely for informational purposes. Site investigations are ongoing and final response actions have not yet been determined by EPA. If additional information regarding the nature and extent of hazardous substance contamination at the Site and/or Property becomes available, additional actions may be necessary to satisfy the reasonable steps criterion. You should ensure that you are aware of the condition of the Property so that you are able to take reasonable steps with respect to any hazardous substance contamination. In particular, if new areas of contamination are identified, you should ensure that reasonable steps are undertaken.

Please note that the BFPP provision has a number of conditions in addition to those requiring the property owner to take reasonable steps. Taking reasonable steps, and certain other BFPP conditions, are continuing obligations of a BFPP. You will need to assess whether you satisfy each of the statutory conditions for the BFPP status and will need to ensure that you continue to meet the applicable conditions.

Nature of this Comfort/Status and Reasonable Steps Letter

EPA generally issues comfort/status and reasonable steps letters to facilitate the cleanup and reuse of contaminated or formerly contaminated properties where there is no other mechanism available to adequately address a party's concern. This comfort/status and reasonable steps letter is intended to help NET and interested stakeholders make informed decisions by providing information that the EPA has about the Site and by identifying statutory protections, enforcement discretion guidance, resources and tools that may potentially be applicable.

It is important to note that EPA has not yet completed the investigation phase of CERCLA for the Site, issued a proposed cleanup plan for public comment, or selected a remedy for any portion of the Site. Accordingly, EPA's final remedy could affect the reasonable steps described above and the future use of the Site. However, as explained further below, based upon the conceptual design provided by NET to EPA on December 18, 2014 (See Attachment 1) and facts currently known to EPA, it does not appear that NET's proposed development will significantly

impact potential future investigatory or response activities at the Property. If NET's proposed conceptual design for the Property changes, the conclusions in this letter could also change.

Based on the conclusions of the baseline human health and ecological risk assessment, which are documented in the Draft Final RI Report for OU1 and OU2, there appear to be no existing or potential future unacceptable human health risks associated with residual contamination for OU1, which includes the Property, assuming that deed restrictions or other institutional controls as required by EPA are placed on the Property to limit development to commercial or industrial use. There also appear to be no unacceptable ecological risks from residual contamination in soil for OU1; however, (i) response actions may be required in the South Ditch to address acute toxicity measured in sediment and to mitigate the effects of the on-going discharge of contaminants in groundwater to surface water in the upper reach, and (ii) there are unacceptable risks which may require response actions associated with OU2 in an area located just east of the Property.

Based on the December 18, 2014 conceptual design provided by NET, the areas where OU1 and OU2 response actions may be required appear to be located outside of NET's proposed development. Additionally, it does not appear that NET's proposed development and use of the Property will interfere with potential response actions for OU1 or OU2. It is important to note that soil within the 5-acre containment area was not included in the remedial investigation process based on the assumption that a permanent cap will be installed. Therefore, the containment area will not be available for reuse until such time that an EPA-approved permanent cap is installed. Any future use of the containment area must be compatible with any permanent cap or other remedy required for the containment area.

OU3 field work is largely complete; however, a remedial investigation and baseline risk assessment are still pending. OU3 is relevant because OU3 includes groundwater beneath the Property, including areas of DAPL. Portions of groundwater or DAPL beneath the Property may require response actions. As such, it is premature for EPA to determine the need, scope or specific location of any response actions for OU3 on the Property, other than the presumption based on OU3 data generated to date that a potential vapor intrusion pathway exists and that vapor barriers or other mitigation methods should be incorporated into new building construction in most areas on the Property.

Based on EPA's understanding of NET's proposed development and use of the Property, as shown in NET's December 18, 2014 conceptual design, and subject to the other caveats described above in this letter, it appears that NET's proposed development is compatible with the conclusions of the OU1 and OU2 baseline risk assessment and anticipated institutional controls, and will not impede the completion of the OU3 investigation or potential response actions relating to groundwater at the Site.

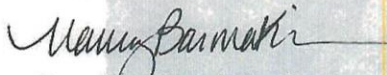
This letter does not limit or affect EPA's authority under CERCLA, or any other law, or provide a release from CERCLA liability. EPA encourages you to consult with legal counsel and the appropriate state, tribal or local environmental protection agency before taking any action to acquire, clean up, or redevelop potentially contaminated property. It is your responsibility to ensure that the proposed redevelopment and use of the Property complies with any federal, state,

local, and/or tribal laws or requirements that may apply. EPA also recommends that you consult with your own environmental professional to obtain advice on the compatibility of the proposed reuse.

We hope this information is useful to you.

If you have any questions, or wish to discuss this letter, please feel free to call Jim DiLorenzo, Remedial Project Manager, at dilorenzo.jim@epa.gov or (617) 918-1247, or Kevin Pechulis, Senior Enforcement Counsel, at pechulis.kevin@epa.gov or (617) 918-1612.

Sincerely,

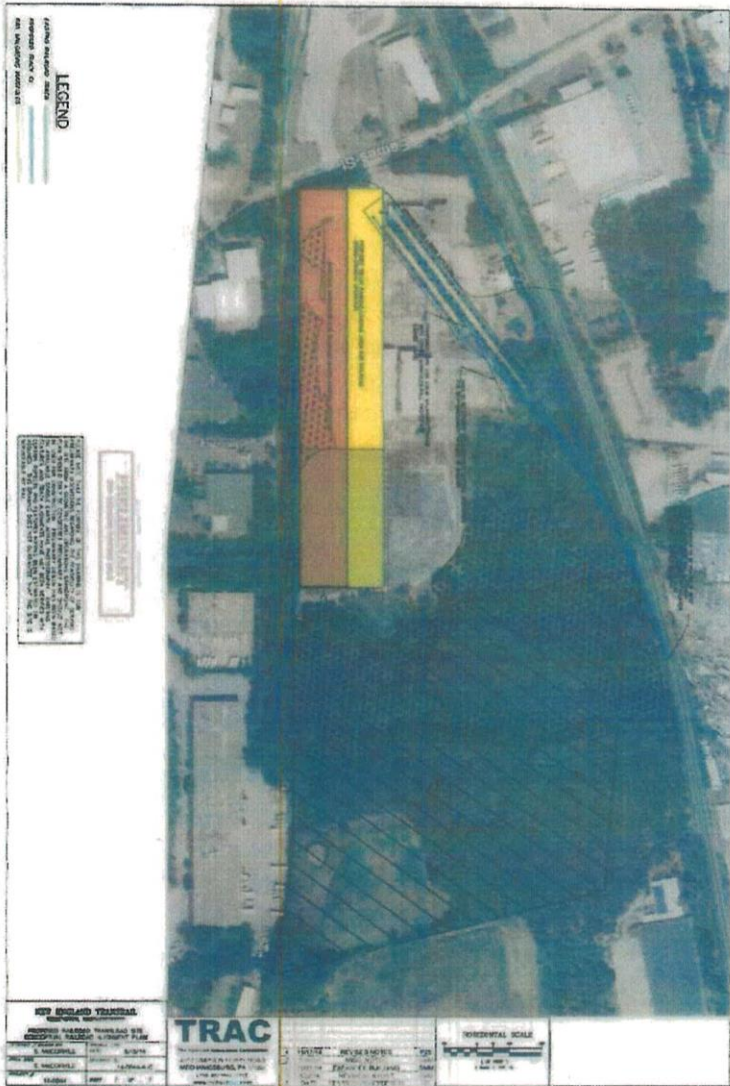


Nancy Barnakian, Acting Director
Office of Site Remediation and Restoration

Enclosure

cc: Bob Cianciarulo, EPA
Kevin Pechulis, EPA
Jim DiLorenzo, EPA
Joe Coyne, MassDEP
James Cashwell, Olin
Jeff Hull, Town of Wilmington
Martha Stevenson, WERC

ATTACHMENT 1



**OPTION AND PURCHASE AGREEMENT
(Wilmington, Massachusetts)**

EXHIBIT E

**NOTICE OF INTERIM ACTIVITY AND USE LIMITATION
AND RESTRICTION AND EASEMENT AGREEMENT**

This Notice of Interim Activity and Use Limitation and Restriction and Easement Agreement (the "Interim AUL Agreement") is made as of this ____ day of _____, 2003, by and between **NEW ENGLAND TRANSRAIL, LLC**, a New Jersey limited liability company with its principal offices at 843 Red Road, Teaneck, New Jersey 07666 (the "Owner"), and **OLIN CORPORATION** ("Olin"), a Virginia corporation, with a principal place of business in Norwalk, Connecticut.

WITNESSETH:

WHEREAS, the Owner is the owner of certain land together with the buildings and improvements thereon known as and numbered 51 Eames Street, Wilmington, Middlesex County, Massachusetts, which land is more particularly bounded and described in Exhibit A attached hereto and made a part hereof (the "Property"). This Property is subject to this Notice of Interim AUL. The Property is shown on a plan [**recorded and/or registered herewith**] [**recorded and/or registered in Middlesex County (North District) Registry of Deeds/Land Registration Office in Plan Book _____, Plan _____, or as Land Court Plan No. _____**];

WHEREAS, the Property comprises part of a disposal site, know as the "Olin Site" (MADEP/RTN: 3-0471) as the result of past releases of oil and hazardous material (the "Contamination") which is present in soil, sediment and groundwater at the Property. Exhibit B is a sketch plan showing the relationship of the Property subject to this Notice of Interim AUL Agreement to the boundaries of the Olin Site (to the extent such boundaries have been established). Exhibit B is attached hereto and made a part hereof;

WHEREAS, Olin has performed certain investigations and response actions on the Property and Olin will continue to perform such investigations and response actions in connection with the remediation of the Contamination in accordance with M.G.L. c. 21E ("Chapter 21E") and the Massachusetts Contingency Plan, 310 CMR 40.0000 ("MCP");

WHEREAS, investigations and response actions completed by Olin indicate that no imminent hazard to health, safety, public welfare or the environment exists at the Property but that further response actions are warranted under the MCP;

WHEREAS, Olin and Owner have determined that certain response actions will be implemented in connection with Owner's development of the Property for an industrial commercial facility, and that construction and future maintenance of such response actions will be based in part on (a) the restriction of human access to or contact with oil and/or hazardous materials in soil, sediment, soil gas and/or groundwater, and (b) the restriction of certain activities occurring in, on, through, over or under the Property;

WHEREAS, Olin and Owner have further determined and agreed that pending the implementation of certain response actions, and the completion of Response Action Outcomes and associated final AULs for all or portions of the Property, that certain precautionary and prudent interim risk reduction measures are warranted under the MCP;

WHEREAS, these interim risk reduction measures include, but are not limited to, implementation of certain response actions, the imposition of activity and use limitations, and other legally enforceable land use restrictions and easements for the benefit of Olin, provided that such limitations, restrictions, and easements shall not materially interfere with Owner's use of the Property as an industrial commercial facility;

WHEREAS, the Property is currently authorized to be used as and is expected in the future to be used for industrial commercial purposes;

WHEREAS, it is the intention of the parties hereto that the activity and use limitations, restrictions and easements granted herein shall continue in perpetuity, unless amended or terminated with the consent of Olin and in accordance with the MCP, and shall be enforceable notwithstanding any lack of privity of estate or contract or lack of benefit to any particular parcel of land;

WHEREAS, the indirect beneficiary of this Interim AUL Agreement is the public; and

WHEREAS, this Interim AUL Agreement reinforces a legislatively stated public purpose, does not contravene public policy and the enforcement of this Interim AUL Agreement is consistent with public policy and is reasonable;

NOW THEREFORE, for good and valuable consideration each to the other paid, the receipt and sufficiency of which is hereby acknowledged, Olin and the Owner hereby agree, and notice is hereby given the Property is subject to the following terms and conditions:

I. Permitted Site Activities and Uses

A. Activities and uses consistent with the use of this Property for commercial and/or industrial purposes above existing surface grades, including but not limited use of the Property for a railroad transloading facility and appurtenant railroad uses in accordance with the United States Surface Transportation Board, and other related uses pertaining to pedestrian and/or vehicular traffic, equipment storage, parking, landscaping, and routine maintenance of paved and landscaped areas, provided that such activities and uses do not cause or result in the disturbance and/or relocation of contaminated soil, sediments, soil gas, or groundwater present at the Property as of **[Closing date]** or any current or future remediation systems (including monitoring wells) except with the prior written approval of Olin, such approval not to be unreasonably withheld or delayed, and in accordance with the MCP and the conditions of this Interim AUL Agreement.

B. Construction of buildings, building demolition or additions, pavement, utilities, storm water management and detention systems, wetland replacement and/or replication or other resource areas required to support the development for industrial commercial purposes, response actions and risk reduction measures as required pursuant to the MCP, and any other activities that may cause the disturbance of or exposure to contaminated soil, sediments, soil gas, or groundwater present at the Property as of **[Closing Date]**, or any current and future remediation

systems (including monitoring wells), provided that such work is performed in accordance with the MCP and the conditions of this Interim AUL Agreement.

C. Such other activities and uses which, in the Opinion of the Licensed Site Professional ("LSP") of Record for the Site, shall present no greater risk of harm to health, safety, public welfare or the environment than the activities and uses set forth in this Section.

II. Site Activities and Uses Inconsistent with the Interim AUL Agreement

A. Use of the Property for any residential, school, child day care center, playground or public recreation area;

B. Agricultural activity or use of the Property, for cultivation of fruits, vegetables or other plants destined for human consumption;

C. Access to or the use of groundwater or surface water at the Property for a private water supply or any potable purpose, or in a manner that may interfere with the remediation systems and other response actions undertaken with respect to contaminated groundwater at the Property and the Site, or that may cause potential exposure to or a potential release of contaminants to groundwater, without prior approvals from MADEP and Olin in accordance with the MCP and the conditions of this Interim AUL Agreement.

D. Activities and uses that may damage or in any way interrupt or interfere with the remediation systems or other remedial measures (including monitoring wells) implemented at the Property, including the remediation systems and appurtenant structures in the Plant B Area, cover material placed on the Calcium Sulfate Landfill in satisfaction of MADEP requirements, and any cap and/or containment system or other engineering control measures installed and/or maintained at the Property, with the approval of MADEP, to contain, treat, eliminate or mitigate the source or extent of the Contamination in soil, sediment, soil gas, groundwater or surface water at the Property, including, but not limited to, any building, pavement and appurtenant structures installed as part of the development or other such approved remediation systems or remedial measures.

E. Construction of buildings, building demolition or additions, pavement, utilities, storm water management or detention systems, wetland replacement or replication or other activity that may cause the disturbance of contaminated soil, sediment, soil gas, surface water or groundwater, or any current or future remediation system at the Property unless such work is conducted in accordance with the MCP and the conditions of this Interim AUL Agreement.

F. The placement of fill at the Property the source of which is from a location outside of the Property, and that does not meet the S-1 Clean-up Standards under the MCP or would otherwise result in the presence of contaminants that are not present at the Property as of [Closing date].

G. The storage or use of salt or de-icing agent at any location on the Property without prior approval of Olin, such approval not to be unreasonably withheld or delayed.

H. The use of the Property for storage or recycling of any imported soils or materials, excluding only conventional household or office materials such as paper, glass, tin or aluminum cans, but including specifically and without limitation, industrial materials, such as steel, iron or other industrial or demolition debris waste.

III. Obligations and Conditions of the Interim AUL Agreement. Owner affirmatively agrees to comply with the terms and conditions of this Interim AUL Agreement, including specifically to perform and/or maintain the following conditions:

A. Any condition observed or detected at the Property that could pose an actual or potential imminent hazard, trigger a time-critical reporting requirement under the MCP, or constitute a new reportable condition or any release of oil or hazardous material at the Property (i) will be reported to Olin and the LSP of Record promptly upon obtaining knowledge of such condition; (ii) Olin, the LSP of Record and the Owner shall confer; and (iii) appropriate actions shall be taken in response or related to such condition in accordance with the MCP. Reporting under this provision shall not relieve Owner of the obligation to provide to MADEP or any other agency notice that Owner may be required by law to provide.

B. A Release Abatement Measure (RAM) Plan or other filing pursuant to the MCP for any activity that constitutes or is part of implementation of a risk reduction measure, remediation system or other response action, or that would result in the disturbance of or potential exposure to any contaminated soil, sediment, soil gas, or groundwater at the Property, must be prepared by an LSP in accordance with the MCP, reviewed and approved by the LSP of Record for the Site and Olin (such approval not to be unreasonably withheld or delayed) prior to submission to MADEP, and approved by MADEP. The RAM Plan or other filing must include procedures as may be applicable to the proposed activity for Soil/Sediment/Soil Gas Management, Groundwater Management, and Worker Health and Safety pursuant to 310 CMR 40.0018, and any other applicable Environmental Laws. For purposes of this Interim AUL Agreement, the term "Environmental Laws" shall mean all federal, state and local laws, statutes, ordinances, regulations and orders and all amendments thereto pertaining to the Contamination or other environmental condition at the Property. Construction of buildings, appurtenant structures, stormwater detention, conveyance structures, underground facilities or other work that may cause disturbance of or potential exposure to contaminated soil, sediments, soil gas or groundwater shall require such a RAM Plan or other filing.

(1) Health and Safety Plan: The Health and Safety Plan must be prepared by a Certified Industrial Hygienist or other qualified professional familiar with worker health and safety procedures and requirements. The level of personal protection and engineering controls, dust mitigation procedures, and perimeter monitoring necessary to prevent both worker and any other human exposures to contaminated soil or sediment at the Property must be specified. The Health and Safety Plan must also detail the type of protective clothing (i.e., gloves, Tyvek clothing, etc.), respiratory protection, environmental monitoring, and mechanical equipment necessary to prevent exposures to COCs via direct dermal contact, ingestion, and inhalation.

(2) Soil/Sediment/Soil Gas Management Plan: The Soil/Sediment/Soil Gas Management Plan must be prepared by an LSP and must describe soil and/or sediment excavation, handling, storage, transport, and disposal procedures, and must include a description of the engineering controls and air monitoring procedures necessary at the Site to ensure that receptors in the vicinity of the Property are not impacted by fugitive dust, particulates, or exposures to contaminated soil via dermal contact and/or ingestion. The Soil/Sediment/Soil Gas Management Plan will establish the measures that must be taken to prevent access and/or exposure to disturbed soil, sediment, or soil gas at the Property.

These measures may include temporary staging of excavated material, the placement of clean fill over disturbed areas, backfilling excavations to grade, fencing and placarding of disturbed areas, the installation of a vapor barrier or other engineering control measures.

(3) Groundwater/Surface Water Management Plan: The Groundwater/Surface Water Management Plan must be prepared by an LSP and must describe the methods that will be used to control, contain, collect and if necessary, treat groundwater or surface water that is disturbed during planned construction or other subsurface activities at the Property. The Groundwater/Surface Water Management Plan must establish the frequency of groundwater or surface water testing, and the methods and location for the release of treated groundwater or surface water on the Property, or the location for off-site disposal of contaminated water that cannot be treated and/or discharged to the Property. If groundwater or surface water that is disturbed during site activities is to be collected, treated and/or discharged at the Property, the location and rate of recharge will be specified in the Groundwater/Surface Water Management Plan. All permits required to recharge groundwater or discharge surface water at the property will be identified in the Groundwater/Surface Water Management Plan.

C. Design and construct the following:

- (1) Engineering control measures or other control systems under portions of any building footprint located over the Plant B remediation system, including the air sparging/soil vapor extraction (AS/SVE) system, as may be required to prevent exposure to unacceptable levels of soil gas from contaminants in the Plant B Area inside the building. Such engineering control measures shall be maintained until it is demonstrated that a condition No Significant-Risk for inside the building, has been achieved, as certified by the LSP of Record; and
- (2) A cap for Seller's passive hydraulic containment system which shall be designed and maintained to protect the integrity of such containment system, including the subsurface containment wall, and to substantially reduce infiltration of precipitation and runoff at portions of the Property covered by such cap.

D. Any data regarding the nature, extent and/or impact of contamination obtained during activities performed at the Property and not required to be reported at an earlier time pursuant to Section III.A of this AUL will be reported within 30 days of collection to Olin and the LSP of Record.

E. Waste Management. All waste management at the Property will be conducted in compliance with Environmental Laws. Any solid and liquid wastes, including non-hazardous wastes, generated during the development of the Property be staged in areas approved by Olin, such approval not to be unreasonably withheld or delayed. Wastes and construction materials, including clean fill will not be staged, or stored in an active area of remediation, or at locations that could cause such waste to adversely affect the monitoring systems, or the implementation or integrity of any remediation system or other response action, or obstruct access to monitoring wells or surface water by Olin for the purpose of site assessment or the monitoring of the Property.

F. On-site construction workers or other workers who may be engaged in subsurface activities must be informed of the potential presence of contaminated soil, sediment, soil gas and groundwater at the Property and made aware of the requirements of any RAM Plan or activity conducted pursuant to the MCP. Copies of these plans must be available on-site throughout the course of any project that may disturb such soil, sediment, or groundwater at the Property.

G. Operation and Maintenance of Capped Areas. Portions of the Property that are substantially capped with building, asphalt pavement, or other relatively impermeable soil, membrane, or structures for the purpose of achieving and/or facilitating hydraulic containment of contaminated groundwater or to mitigate the formation of leachate at the Property must be maintained in a manner that will substantially reduce infiltration of precipitation and runoff at those portions of the Property covered by such soil, membrane or structures. Maintenance shall include periodic inspection, prompt repair of significant cracks of pavement or foundation structures, repairs of sloughing or erosion of soil cover, repairs of tears in membranes, periodic pavement resurfacing as needed to repair normal wear and the prompt repair of areas of settlement where standing water could accumulate on paved or capped surfaces, where such accumulation of water is not anticipated in the design of the cap. Measures that are taken to ensure that buildings, asphalt pavement, or other structures continue to substantially reduce the infiltration of precipitation and runoff will be documented, and reported to Olin and MADEP on an annual basis after the completion of construction or on such basis as MADEP may require.

H. Electrical Service. Electrical service to the Plant B remediation system and any other remediation systems that require electricity will be maintained. The Owner of the Property will report unanticipated power failures or interruptions to service affecting Plant B or any other active remediation system at the Property to Olin promptly upon obtaining knowledge of such events. Olin will be given at least 30 days notice prior to the termination of electrical service to Purchaser or its tenant at the Property for any reason.

IV. Restriction Imposed for the Benefit of the Olin.

A. In furtherance of the purposes of this Notice of Interim AUL Agreement, the Owner hereby agrees that the Property is subject to the foregoing Activity and Use Limitations set forth in Sections I, II and III of this Interim AUL Agreement (the "Restrictions"), and imposes such restrictions on the Property for the benefit of Olin.

B. The Owner and Olin agree that it is their intention that the Restrictions touch and concern the Property. In addition, the aforesaid Restrictions shall run with the Property, and shall inure to the benefit of the Olin and be enforceable by Olin, and shall burden the Property and be enforceable against the Owner of the Property.

C. Olin may record a notice pursuant to M.G.L. c. 184, §27, as amended or any similar successor provisions.

V. Easements. Owner hereby grants the following:

A. Owner hereby grants and conveys to Olin, and through Olin, its agents, contractors, and employees, and to any person performing any of the remedial measures permitted under Article V.A below (collectively, the "Remedial Measures"), a nonexclusive easement (the "Easement") over the Property as is reasonably necessary for carrying out such Remedial Measures and such other response actions as Olin reasonably determines are necessary or appropriate in connection therewith. Pursuant to this Easement, Olin, its agents, contractors

and employees, and any person performing Remedial Measures under the direction thereof, may enter upon and inspect the Property and perform such investigations and response actions as Olin deems necessary for any one or more of the following purposes:

- (1) To implement the RAM Plans for remediation of contaminated soils and sediments, and for construction and maintenance of a passive hydraulic containment system, pursuant to the MCP, by means of a subsurface containment wall to contain and/or control the Dense Aqueous Phase Liquid ("DAPL"), to the extent feasible, underlying portions of the Property.
- (2) To conduct subsurface investigations, install, inspect, operate and/or maintain groundwater monitoring and/or recovery wells, air sparging and soil vapor extraction system, air sparging and bioventing systems and groundwater remediation systems, cap or cover systems, including without limitation the Plant B Area and Plant B remediation system and the Calcium Sulfate Landfill, and conduct such other investigations and/or Remedial Measures on the Property, consistent with M.G.L. c. 21E and the MCP or as may be required by MADEP.
- (3) To observe Owner's construction and maintenance of any portion of a development on the Property that has been incorporated as part of or may affect the integrity or operation any remediation systems and/or Remedial Measures on the Property.
- (4) To inspect the Property to insure compliance with the terms of this Interim AUL Agreement.

B. Terms and Conditions Applicable to Easement

- (1) Owner further grants to Olin the right to use electrical power and other utilities available at the Property in conjunction with the Remedial Measures; provided, however, that Olin shall reimburse or pay for the actual cost of such utilities used by Olin as the result of such activities.
- (2) Entry onto the Property by Olin pursuant to this Easement shall be upon reasonable notice and at reasonable times, provided that entry shall not be subject to these limitations if Olin determines that immediate entry is necessary to protect human health or the environment.
- (3) Except in the event of an emergency, or otherwise with the written consent of Owner, which consent shall not be unreasonably withheld or delayed, access to the Property shall be restricted to business hours.
- (4) The exercise of Olin's access rights shall not materially interfere with the business operations on the Property; provided, however, Olin shall not be liable to Owner or any other person for any interference with business or operations resulting from Olin's exercise of its access rights or any other activities related to the Remedial Measures performed hereunder or under or pursuant to the requirements of the MCP or Environmental Laws.

- (5) Olin further agrees to use reasonable efforts to restore the surface of the Property to its condition immediately prior to such entry insofar as is reasonably practicable.
- (6) Owner further grants Olin the right to require Owner to comply with the terms, covenants, conditions and restrictions contained in this Interim AUL Agreement and to enforce this right by any legal or equitable action or proceeding necessary.

VI. Miscellaneous.

A. Easement to MADEP and Others. The Owner hereby grants and conveys to MADEP and to such other public officials as are charged with enforcing Environmental Laws an easement to enter upon the Property and the right, privilege and authority to inspect the Property to verify that the Property is in compliance with Environmental Laws.

B. Notices. All notices or other communications required or permitted to be given under any of the provisions of this Interim AUL Agreement shall be in writing and shall be deemed to have been duly given when actually received at the addresses set forth above (or at such other addresses as either party may specify by notice to the other give as aforesaid), together with copies as follows:

1. To Owners:

Ron Klempner
New England Trans-haul and Transport, Inc.
843 Red Road
Teaneck, NJ 07666
Tel: (201) 692-0826
Fax: (201) 287-0886

With a copy to:

Paul Jacobi, Esq.
Jacobi & Case
300 Bic Drive
Milford, CT 06460-3055
Tel: (203) 874-7110
Fax: (203) 874-6469

CLIENT ENGAGEMENT LETTER

SHUKA ASSOCIATES, INC.

Commercial, Industrial & Residential
Real Estate Appraising
Consulting & Expert Testimony

CONTRACT FOR SERVICES

This contract is binding upon Shuka Associates, Inc., 8 Enon Street, Suite 1B, Beverly, MA 01915, hereinafter referred to as **The Appraiser** and New England Transrail LLC, Robert Jones, Managing Partner, 24 River Road, Suite #17, Clifton, NJ 07011, hereinafter referred to as **The Client**.

1. **The Appraiser** agrees to provide a written Appraisal Report for the following property: 50 +/- acres of industrial land with obsolete building improvements with an address of 109 Eames Street (aka 51 Eames Street), Wilmington, MA 01887. The intended use of the appraisal is to develop an opinion of market value of the subject property as of the inspection date, for prospective real estate purchasing purposes. Extraordinary assumption is to be made that assumes the subject property as a single industrial site without subdivision potential and that the site can accommodate a 350,000 square foot industrial building. No other intended use is intended by **The Appraiser**. The intended user is the above noted **Client**, and/or **The Client's** representative. The appraisal report is not intended for use by any other party. The appraisal report will conform with and be subject to the requirements of the Code of Professional Ethics and Uniform Standards of Professional Appraisal Practice of the Appraisal Institute.
2. **The Client** represents and warrants to **The Appraiser** that (1) **The Client** has all right, power and authority to enter into this Agreement; (2) **The Client's** duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by **The Client** under any agreement between **The Client** and any other party; and (3) **The Client** has not engaged **The Appraiser**, nor will **The Client** use **The Appraiser's** Appraisal Report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.
3. **The Appraiser** agrees to deliver an electronic pdf copy and a bound copy of the report to **The Client** within approximately 30-45 days of the consummation of this agreement assuming access to the property is readily available. This Agreement is valid only if signed by **The Client** by June 7, 2017.
4. **The Appraiser** shall not provide copies of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than **The Client**, unless **The Client** authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).
5. Nothing in this Agreement shall create a contractual relationship between **The Appraiser** or **The Client** and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.
6. Based upon **The Appraiser's** preliminary inspection of or discussion about the property, it is agreed that the fee will be \$5,000. **The Appraiser** cannot agree to provide a value opinion that is contingent on a predetermined amount. **The Appraiser** cannot guarantee the outcome of the assignment in advance. **The Appraiser** cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by **The Client** or others or advance any particular cause. **The Appraiser's** opinion of value will be developed competently and with independence, impartiality and objectivity.
7. **The Client** agrees to pay **The Appraiser** the fee as follows:
The Client agrees to pay 50% of the appraisal fee (\$2,500) upon acceptance of this Contract and the balance (\$2,500) due upon completion of the report, prior to its delivery.
8. Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of **The Client**, intended users, or intended use, the date of value, type of value, or property appraised cannot be changed without a new Agreement.

8 Enon Street, Suite 1B, Beverly, MA 01915 Tel: 978.921.1700 Fax: 978.921.1442
Email: john@shuka-associates.com



9. The fees set forth in this Agreement apply to the appraisal services rendered by **The Appraiser** as set forth in this Agreement. Unless otherwise specified herein, **The Appraiser's** services for which the fees in this Agreement apply shall not include meetings with persons other than **The Client** or **The Client's** agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed

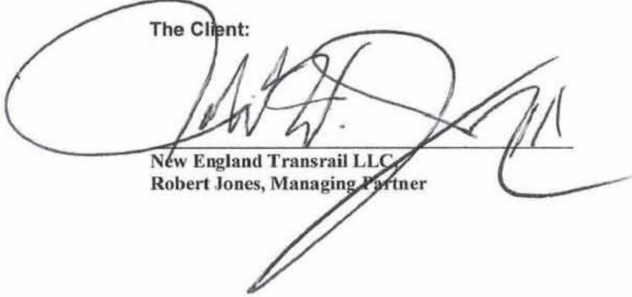
by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement, or in a separate agreement. Unless otherwise stated in this Agreement, **The Client** agrees that **The Appraiser's** assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

10. In the event **The Appraiser** is subpoenaed or otherwise required to give testimony or to attend any public or private hearing as a result of having prepared the report, **The Client** agrees to pay The Appraiser \$275 per hour (\$1,000 minimum) for attendance or testimony required. This includes any meetings, depositions or other preparation necessary in confident expectation of scheduled testimony. If more than one appraiser has prepared the appraisal report(s), the above billing applies to each appraiser.
11. It is further agreed and understood that if any portion of the compensation or costs due to **The Appraiser** becomes delinquent, **The Client** will pay interest thereon at the rate of 18% per annum on said account from the due date until paid and further agrees to pay all costs of collection thereof, including reasonable attorney's fees, court costs, etc. Payment will be considered delinquent if not received within 30 days of the report's delivery.
12. In the event that **The Client** desires to cancel this contract, written notice thereof shall be delivered to **The Appraiser** and it is agreed that **The Appraiser** shall receive compensation from **The Client** for all services rendered at the rate of \$160 per hour of the time actually spent prior to receipt of written notice to stop work, plus all costs advanced in connection with said work prior to receipt of such written notice. The total shall not exceed the above indicated appraisal fee.

In addition, please provide the following *supplementary* property contact information (if applicable):

- a.) Name(s): Ronald Kempner
- b.) Telephone number(s): (201) 840-0766

The Client:


New England Transrail LLC
Robert Jones, Managing Partner

Date:

06-02-17

The Appraiser:

8 Enon Street, Suite 1B, Beverly, MA 01915 Tel: 978.921.1700 Fax: 978.921.1442
Email: john@shuka-associates.com


John A. Shuka, MAI, SRA, AI-GRS
Shuka Associates, Inc.
MA Certified General Real Estate Appraiser
License #75

Date: May 31, 2017

8 Enon Street, Suite 1B, Beverly, MA 01915 Tel: 978.921.1700 Fax: 978.921.1442
Email: john@shuka-associates.com



QUALIFICATIONS OF THE APPRAISERS

APPRAISER'S QUALIFICATIONS

John A. Shuka, MAI, SRA, AI-GRS
Shuka Associates, Inc.
8 Enon Street, Suite 1B
Beverly, Massachusetts 01915
Tel: 978.921.1700
Fax: 978.921.1442
E-mail: john@shuka-associates.com

STATE LICENSES

Commonwealth of Massachusetts Certified General Real Estate Appraiser #75
State of New Hampshire Certified General Real Estate Appraiser #306
Commonwealth of Massachusetts Licensed Real Estate Broker #109639

EDUCATION

Society of Real Estate Appraisers-SREA 101
Society of Real Estate Appraisers-SREA 102
Principles of Income Property Appraising-SREA 201
Applied Income Property Valuation-SREA 202
Market Analysis-SREA 302A
Investment and Feasibility Analysis-SREA Course 302B
Standards of Professional Appraisal Practice
Business Practices and Ethics; Appraisal Institute
Marina Finance and Appraisal Course; International Marina Institute
Small Hotel/Motel Valuation; Appraisal Institute
Condemnation Appraising: Basic Principles & Applications; Appraisal Institute
Feasibility Analysis, Market Value & Investment Timing; Appraisal Institute
Litigation Skills for the Appraiser; Appraisal Institute
General Review Theory; Appraisal Institute
Numerous other seminars and courses have also been attended by Mr. Shuka over the past 35 years

PROFESSIONAL MEMBERSHIPS

MAI, SRA and AI-GRS Member; Appraisal Institute
Affiliate Member; North Shore Association of Realtors

EMPLOYMENT RECORD

Shuka Associates, Inc.; 1996 to present; President
Eastern Appraisal Services, Inc.; 1985 through 1995; Partner and Treasurer
Property Financial Services; 1981 through 1985; Appraiser & Vice-President of Commercial Division

COMMUNITY SERVICE

Rotary Club of Beverly, MA
Paul Harris Fellow

APPRAISAL EXPERIENCE

Mr. Shuka has appraised residential, commercial and industrial property in Massachusetts, New Hampshire and Maine since 1981. Property appraisals completed in Massachusetts include Beverly School for the Deaf, Harborlight-Stoneridge Montessori School, Commodore Plaza and the Depot Restaurant in Beverly, Admiral's Hill Marina in Chelsea, Hospice of the North Shore and the former Hunt Hospital in Danvers, Learning Center for the Deaf in Framingham, Blackburn Center Office & Industrial Park and Cape Ann's Marina Resort in Gloucester, Merrimack Valley Hospice and Roma Restaurant in Haverhill, Masonic Library and Museum in Lexington, Latitude Health Club and numerous eminent domain appraisals for the City of Peabody's Flood Mitigation Project, Stripers Grill & Inn in Salisbury, Route 128 Volvo in Wakefield, YMCA of the North Shore (Beverly, Salem/Marblehead and Peabody), CVS stores, Dunkin' Donuts, several medical office condominiums, various residential subdivisions and condominium projects throughout eastern Massachusetts.

Shuka Associates, Inc. is also experienced in the valuation of undeveloped land, religious properties, service stations, apartment and condominium complexes, self-storage facilities, funeral homes, equestrian properties and various other special use properties along with valuation in eminent domain, tax abatement and other litigation proceedings. Mr. Shuka also performs appraisal review analysis for lending institutions, law firms and other corporate entities.

PARTIAL LIST OF CLIENTS SERVED

Atwood & Cherny, P.C., Boston, MA	Lynch, Brewer, Hoffman & Fink, LLP, Boston, MA
Bank of America	Manion Gaynor & Manning LLP, Boston, MA
Bank Gloucester, Gloucester, MA	Massachusetts Development Finance
Bank of New York Mellon, N.A.	Agency, Boston, MA
Beverly Bank, Beverly, MA	Meetinghouse Bank, Boston, MA
Bingham McCutchen, LLP, Boston, MA	Merchants Bank, Burlington, VT
Boston Private Bank and Trust Co., Boston, MA	Metro Credit Union, Chelsea, MA
Brick & Sugarman, LLP, Cambridge, MA	Middlesex Federal Savings Bank, Somerville, MA
Brookline Bank, Brookline, MA	Newburyport Five Cents Savings Bank, Newburyport, MA
Burns & Levinson LLP, Boston, MA	New England Transrail, LLC
BNY Mellon, N.A., Boston, MA	Northeast Community Bank, Danvers, MA
Cape Ann Savings Bank, Gloucester, MA	Northern Bank and Trust Company, Woburn, MA
Casner & Edwards, LLP, Boston, MA	North Shore Bank, Peabody, MA
Century Bank, Lynn, MA	Northeast Health Systems, Inc., Beverly, MA
City of Beverly, MA	Nutter, McClennen & Fish, LLP, Boston, MA
City of Peabody, MA	Pentucket Bank, Haverhill, MA
City of Salem, MA	People's United Bank, Portland, ME
Eastern Bank, Boston, MA	Perocchi Family Law Group, North Andover, MA
East Boston Savings Bank, Peabody, MA	Prince Lobel Tye, LLP, Boston, MA
Enterprise Bank, Lowell, MA	Reading Cooperative Bank, Reading, MA
Everett Cooperative Bank, Everett, MA	Regnante, Sterio & Osborne, LLP, Wakefield, MA
First Ipswich Bank, Ipswich, MA	Salem Five Cents Savings Bank, Salem, MA
Farm Credit East, Bedford, NH	Sally & Fitch, LLP, Boston, MA
Patricia S. Fernandez and Associates	Stone Stone & Creem, Boston, MA
North Andover, MA	Salem State University, Salem, MA
Glovsky & Glovsky, Beverly, MA	TD Bank, N.A. Bedford, NH and Portland, ME
Institution for Savings, Newburyport, MA	The Savings Bank, Wakefield, MA
Lee & Rivers, LLP, Boston, MA	Veterans Administration
Lowe's Home Centers, Inc.	Windover Development Corporation, Manchester, MA

EXPERT WITNESS EXPERIENCE

Lawrence District Court, Lawrence Superior Court, Lawrence; Commonwealth of Massachusetts Land Court, Boston; Essex County Probate Court, Salem; Suffolk County Probate Court, Boston; Suffolk Superior Court, Boston; Norfolk Superior Court, Dedham; Middlesex Superior Court, Cambridge; Massachusetts Appellate Tax Board, Boston; and arbitration hearings.

Qualifications of Robert F. Shannon, MAI, CCIM

Robert Shannon is a real estate appraiser and consultant actively involved in the appraisal of all types of real estate. He has extensive experience in the appraisal of: office buildings; shopping centers; hotels and motels; industrial facilities; self-storage facilities; multi-family property; vacant land; and special use properties, which include marinas, golf courses and institutional buildings. He has conducted appraisal assignments for mortgage lending purposes, acquisitions, estate settlement, internal decision-making, condemnation, tax equalization, reuse purposes, lease negotiations, highest and best use studies, and for the valuation of leasehold interests. In addition, he has conducted appraisal review assignments for financial institutions. He brings over twenty-five years of real estate experience, which includes appraising, consulting, brokerage, and small scale developing.

Recently, he was a Vice-President and Senior Real Estate Analyst for Admirals Bank, which is a Boston-based bank specializing in the purchase of mortgage notes throughout the country. At Admirals, he was responsible for evaluating all types of commercial real estate throughout the U.S. and performed in-depth market analysis in conjunction with the purchase of commercial mortgage notes by Admirals. In addition, he performed appraisal review reports for third-party appraisals conducted for collateral assets within the existing loan portfolio.

A large amount of his appraisal experience involves retail properties throughout the New England area, which has included regional malls, community sized shopping centers, and single tenanted net leased properties. Appraisal assignments involving retail properties have included: the Liberty Tree Mall, Danvers, MA, which is a 1 million square foot regional mall; Georgetown Crossing, Georgetown, MA, which is a 30,000 square foot grocery anchored shopping center; various parcels within the Braintree Marketplace, which includes facilities leased to Sports Authority, Bed Bath & Beyond, and the underlying land for Best Buy; a 50,000 square foot Marshall's Department Store; Valley Square Shopping Center, which is a 100,000 square foot community center located in West Lebanon, New Hampshire; and a retail pad site in Salem, NH, which was subject to a long term land lease.

Appraisal assignments involving office properties have included: a 111,000 square foot first class office building located within Minuteman Office Park, Andover, MA, which is leased to Smith & Nephew, Inc; Brookline Place, Brookline, MA, which is a 168,930 square foot office facility leased to Harvard Health; One Education Street,

Cambridge, MA, which is a 155,000 square foot office facility occupied by various affiliates of EFEKTA Corp.; and 2 South Street, Grafton MA, which is a 7,400 square foot multi-tenant office facility.

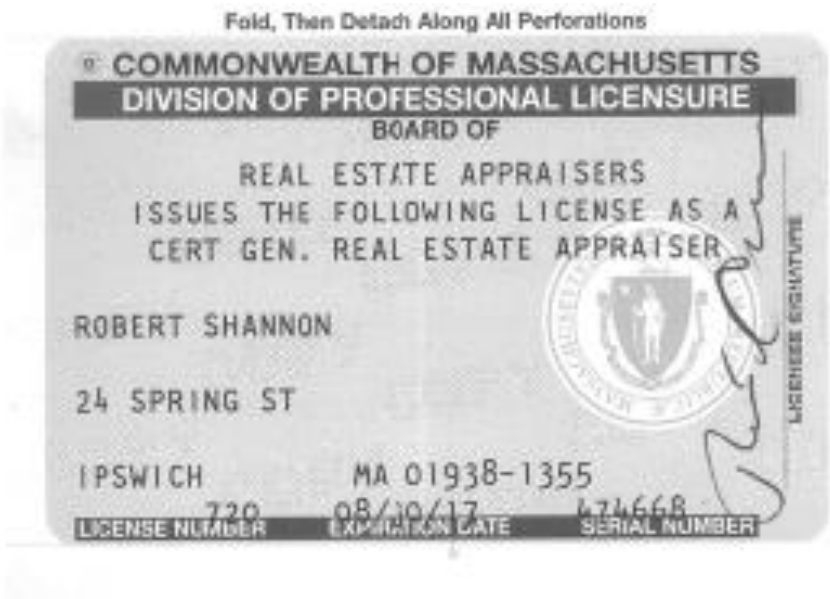
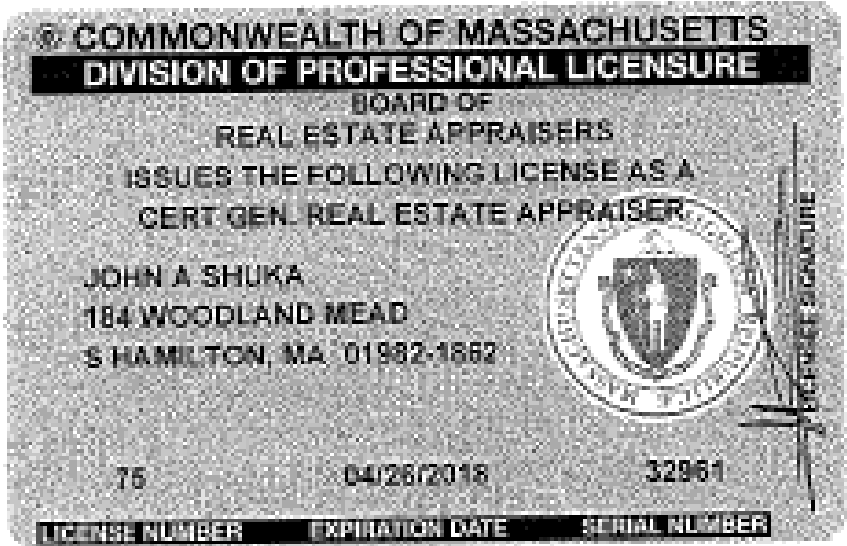
Appraisal assignments involving industrial properties have included: a 468,930 square foot industrial facility occupied by Very Fine Products in Littleton, MA; a 350,000 square foot distribution facility in Middleboro, MA; a 30,000 square foot distribution facility in Tyngsboro, MA., which is occupied by Federal Express; and a 126,000 square foot manufacturing facility in Ludlow, MA.

Appraisal assignments involving multi-family properties have included: a 13 unit apartment building in Cambridge, MA; Delmont Gardens, which is a 192 unit garden style apartment complex located in Lowell, MA; and Dexter Park Apartments, which is a 436 unit apartment complex located in Brookline, MA.

A consulting assignment includes an adaptive reuse study for an underutilized commercial property, which was developed into luxury condominiums located in Manchester-by-the-Sea, MA. The Shannon Company was actively involved in the planning, permitting, and marketing of the property.

He is a member of the Appraisal Institute and has been awarded the MAI designation. He is currently certified under their program of continuing education through December 2017. He was formerly the Chairman for the External Affairs Committee for the former New England Chapter of AIREA. He also served on the Board of Directors for the New England Chapter as well as the Public Relations/Marketing Committee for AIREA. In addition, he served as the Chapter Treasurer and on the Board of Directors for the New England Chapter of the CCIM Institute. He received his B.S. degree from the University of Lowell and has attended the M.A. Program in Economics at Northeastern University, where he was awarded the annual fellowship and teaching assistantship. He has completed several of the courses offered by the Appraisal Institute leading to the MAI designation as well as all of the retail requirements offered by the CCIM Institute leading to the CCIM designation, where he has been awarded their designation. He is licensed as a Certified General Real Estate Appraiser by the Commonwealth of Massachusetts (License No. 720) and is a licensed Real Estate Broker in the Commonwealth of Massachusetts. He is qualified as an expert witness and has testified before the Massachusetts Appellate Tax Board and the U.S. Bankruptcy Court.

COPIES OF APPRAISERS' LICENSES



AERIAL PHOTOGRAPHS & LOCATION MAP



