

California Regional Water Quality Control Board
Santa Ana Region

Cleanup and Abatement Order No. R8-2011-0013
for

Essex Portfolio LP, Essex Fidelity I and Essex Derian, LP
Former Great Lakes Chemical Corporation
17461 Derian Avenue
City of Irvine

The California Regional Water Quality Control Board, Santa Ana Region (hereinafter Regional Board), finds that:

1. Essex Portfolio LP is the owner of a promissory note secured by approximately six acres of property located at 17461 Derian Avenue, Irvine, Orange County (hereinafter the property). The location of the property is shown on Attachment "A", which is made part of this order.
2. The legal description of the property is Lot 5, Tract No. 7814, City of Irvine, County of Orange, State of California. The site is located in the NW ¼ and NE ¼ portion of Section 6, Township 6S, Range 9W.
3. Prior to 1973, the Regional Board is informed that the property was undeveloped and consisted of duck ponds with several levees crossing the property.
4. In 1973, Great Lakes Chemical Corporation (hereinafter GLCC) acquired the property. From 1973 to 1982, GLCC operated an agricultural pesticide packaging and distributing facility on the property. GLCC received chemicals in bulk form from chemical suppliers. Containers (i.e. drums and cylinders) were filled with mixed chemicals for retail sale. Containers were steam cleaned on a concrete pad sloping towards an underground clarifier (located in the southwestern portion of the site). The chemicals used by GLCC to formulate its products included:
 - ethylene dibromide (EDB)
 - chloropicrin
 - 1,2-dichloropropane (1,2-DCP)
 - 1,3-dichloropropene (1,3-DCP)
 - methylene chloride
 - methyl bromide
 - Chevron 325 (a naphtha based solvent).
5. GLCC sold the property to a real estate developer in 1982, and reacquired the property in 1995 as part of a settlement of certain litigation between GLCC and Great Western Bank.

6. Preliminary site investigations in 1983 indicated that volatile organic compounds (VOCs), including the above listed chemicals, had been discharged to the soil at the property.
7. Between 1983 and 1997, numerous investigations were conducted in order to more fully delineate the extent of contamination present in the soil and groundwater as a result of GLCC's activities at the site. In 1997, the Regional Board issued Cleanup and Abatement Order No. 97-38 to GLCC (hereinafter Order No. 97-38), requiring full delineation and cleanup of the contamination that is present in soil and groundwater as a result of GLCC's past discharges at the site.
8. In the mid-1990s, consultants for GLCC tested a soil vapor extraction (SVE) system at the site, and concluded that an enhanced extraction system could be more effective in removing VOCs from the soil and groundwater.
9. A full-scale soil and groundwater remediation system was installed and started operating in 2000. It consisted of 52 SVE wells, 50 multiphase extraction (MPE) wells, and 27 off-site groundwater extraction wells.
10. With Regional Board staff's approval, beginning in 2006, GLCC's consultants have periodically modified the groundwater treatment system, to effectively contain and mitigate the offsite migration of the VOCs in groundwater.
11. GLCC was acquired by Crompton Corporation, Inc. in 2005. Crompton became Chemtura Corporation (hereinafter Chemtura) in 2005, and GLCC remained a subsidiary of Chemtura. Consultants for GLCC continued operation of the groundwater remediation system, and carried out the groundwater monitoring and reporting program.
12. The groundwater remediation system now consists of 26 groundwater extraction wells, 56 MPE wells and an air stripper. In April 2009, following a pilot test, and with the concurrence of Regional Board staff, the off-site extraction wells were turned off, with the stipulation that the wells remain available to be reactivated if needed for further remedial purposes if the data indicated rising concentrations of VOCs in the groundwater.
13. GLCC was a member of an entity known as Irvine Corporate Plaza LLC (hereinafter ICP), and in November 1999, the property was sold to ICP. In June 2000, ICP sold the property to Essex Fidelity I Corp (hereinafter Essex Fidelity). Essex Fidelity sold the property to a single-purpose entity known as 17461 Derian Avenue LLC (hereinafter Derian LLC) on or about July 25, 2000. Essex Derian, LP became the owner of the property in or about October 2010. (Essex Portfolio LP, Essex Fidelity and Essex Derian, LP are hereinafter collectively referred to as Essex).

14. In March 2009, Chemtura, GLCC, and other Debtors filed for bankruptcy and informed the Regional Board that remediation operations on the property would no longer continue.
15. Subsequently, Essex informed the Regional Board that Essex was considering taking the property by way of foreclosure or deed in lieu and that Essex would be interested in a settlement between itself, the Regional Board, and GLCC regarding responsibility for remediation activities on the property.
16. Following several months of negotiations, the Regional Board, Essex, and GLCC executed a settlement agreement (hereinafter Settlement Agreement), a true and correct copy of which is attached hereto as Attachment "B". In principal, the Settlement Agreement provided that in consideration for a payment of \$875,000.00 from GLCC to Essex to settle claims that the Regional Board and Essex asserted against the bankruptcy estate, Essex would be solely responsible for remediation activities as set forth in this order. In addition, as set forth in this order, Order No. 97-38 would be rescinded. Prior to the execution of the Settlement Agreement, there was considerable uncertainty regarding responsibility for and the timing and nature of continued remediation on the property.
17. Significant concentrations of VOCs remain in the groundwater at the property. According to the last comprehensive groundwater monitoring that was performed by GLCC in February 2008, the maximum concentration of 1,2-dichloroethane was 1,800 micrograms per liter ($\mu\text{g/l}$); the maximum concentration of 1,2-DCP was 78 $\mu\text{g/l}$, and EDB was as high as 4,600 $\mu\text{g/l}$. The extent of the off-site groundwater contaminant migration is currently unknown, as the off-site extraction wells have been shut off, and no reports have been submitted to the Regional Board since January 30, 2009. Therefore, it is necessary and appropriate to order Essex to resume the groundwater monitoring and reporting program, and to cleanup and abate the contamination that is present in the groundwater as a result of past activities at the property.
18. The subject site overlies the Irvine Pressure Groundwater Management Zone, the beneficial uses of which include:
 - a. Municipal and domestic supply,
 - b. Agricultural supply,
 - c. Industrial service supply, and
 - d. Industrial process supply.
19. Past operations at the property have caused or permitted wastes to be discharged into waters of the State and are creating, or threatening to create, a condition of nuisance or pollution. Pursuant to the Settlement Agreement, Essex has agreed to take sole responsibility for the necessary remedial actions at the property as set forth in this order and has agreed to accept this order without administrative or legal challenge. Therefore, pursuant to Water Code Section 13304, it is appropriate to require Essex to

cleanup such waste and abate the effects thereof, or take other appropriate remedial action.

20. Water Code Section 13304 allows the Regional Board to recover reasonable expenses from the responsible parties for overseeing cleanup of illegal discharges, contaminated properties, and other unregulated releases adversely affecting the state's waters. It is the Regional Board's intent to recover such costs for regulatory oversight work conducted in accordance with this order.
21. This action is being taken by a regulatory agency to enforce a water quality law. Such action is exempt from the provisions of the California Environmental Quality Act (Public Resources Codes, Section 21100 et seq.) in accordance with section 15321, Chapter 3, Title 14, California Administrative Code.

IT IS HEREBY ORDERED that, pursuant to Section 13304, Division 7, of the California Water Code, Essex shall:

1. Resume the groundwater monitoring program at the site under a schedule to be approved by the staff of the Regional Board. For sampling events occurring on the following dates, submit the monitoring reports in accordance with the following schedule:

<u>Groundwater Monitoring Period</u>	<u>Report Due Date</u>
January to March	April 15
April to June	July 15
July to September	October 15
October to December	January 15

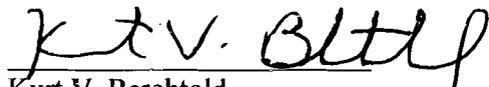
This schedule may be modified, with the approval of the Executive Officer of the Regional Board (Executive Officer).

2. Continue the operation of the existing groundwater remediation system to contain and mitigate the VOCs in groundwater both at and downgradient of the site.
3. If the groundwater monitoring results from item 1 (above) indicate that off-site migration of contaminants is occurring, submit a plan and implementation schedule to resume operation of the off-site extraction wells, or to otherwise contain the plume. The plan will be subject to the approval of the Executive Officer.
4. Conduct any additional field work necessary to further define the lateral and vertical extent of the plume, as directed by the Executive Officer, until the extent of the plume is fully defined.
5. Implement any necessary maintenance, improvements and repairs to the groundwater remediation system, as directed by the Executive Officer.

IT IS FURTHER ORDERED that Cleanup and Abatement Order No. 97-38, dated April 17, 1997 and issued to Great Lakes Chemical Company, is hereby rescinded in its entirety.

If, in the opinion of the Executive Officer, this order is not complied with in a reasonable and timely manner, this matter will be referred to the Regional Board for the imposition of civil liability or referral to the Attorney General for imposition of judicial liability, as provided by law.

I, Kurt V. Berchtold, Executive Officer, do hereby certify that the foregoing is a full, true and correct copy of an order adopted by the California Regional Water Quality Control Board, Santa Ana Region, on 2/4/11 [date].

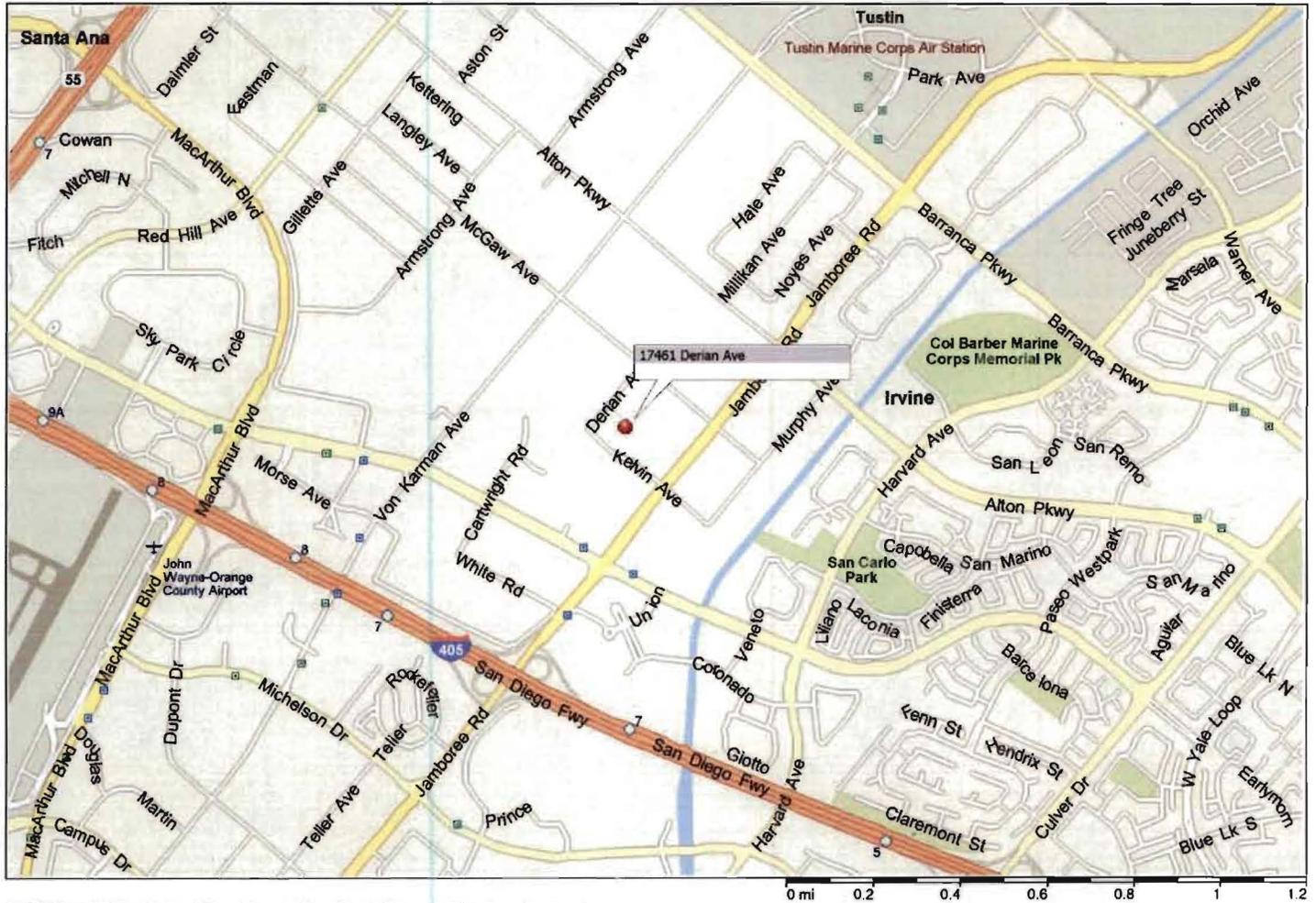


Kurt V. Berchtold
Executive Officer

Property Location

17461 Derian Ave, Irvine, CA

Attachment A



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Attachment B

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
CHEMTURA CORPORATION, <i>et al.</i> , ¹)	Case No. 09-11233 (REG)
)	
Debtors.)	Jointly Administered
)	

SETTLEMENT AGREEMENT AMONG GREAT LAKES CHEMICAL CORPORATION AND OTHER DEBTORS, THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD , SANTA ANA REGION, THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, SAN FRANCISCO BAY REGION, THE STATE WATER RESOURCES CONTROL BOARD, ESSEX PORTFOLIO, L.P. AND ESSEX FIDELITY I CORPORATION

WHEREAS on March 18, 2009 (the “**Petition Date**”), Chemtura Corporation (“**Chemtura**”) and certain of its domestic affiliates (collectively the “**Debtors**”), including Great Lakes Chemical Corporation (“**Great Lakes**”), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) (collectively, the “**Chapter 11 Cases**”). The Chapter 11 Cases are being jointly administered under case number 09-11233 (REG);

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: Chemtura Corporation (3153); A&M Cleaning Products, LLC (4712); Aqua Clear Industries, LLC (1394); ASCK, Inc. (4489); ASEPSIS, Inc. (6270); BioLab Company Store, LLC (0131); BioLab Franchise Company, LLC (6709); Bio-Lab, Inc. (8754); BioLab Textile Additives, LLC (4348); Chemtura Canada Co./Cie (5047); CNK Chemical Realty Corporation (5340); Crompton Colors Incorporated (3341); Crompton Holding Corporation (3342); Crompton Monochem, Inc. (3574); GLCC Laurel, LLC (5687); Great Lakes Chemical Corporation (5035); Great Lakes Chemical Global, Inc. (4486); GT Seed Treatment, Inc. (5292); HomeCare Labs, Inc. (5038); ISCI, Inc. (7696); Kem Manufacturing Corporation (0603); Laurel Industries Holdings, Inc. (3635); Monochem, Inc. (5612); Naugatuck Treatment Company (2035); Recreational Water Products, Inc. (8754); Uniroyal Chemical Company Limited (Delaware) (9910); Weber City Road LLC (4381); and WRL of Indiana, Inc. (9136).

WHEREAS the California Regional Water Quality Control Board, Santa Ana Region (“**Santa Ana Regional Board**”), the California Regional Water Quality Control Board, San Francisco Bay Region (“**SF Bay Regional Board**” and collectively with the Santa Ana Regional Board, the “**CA Regional Water Boards**”) contend that Great Lakes has injunctive obligations pursuant to the California Water Code section 13000 *et seq.* (“**Porter-Cologne Act**”) to investigate, remediate, and monitor releases and threats of releases of, *inter alia*, waste, pollution and/or hazardous substances into the environment at the Mountain View Site and the Irvine Site (each defined below) caused by Great Lakes or one of its predecessors, as set forth herein, and Great Lakes contends that any such obligations are dischargeable claims in the Chapter 11 Cases;

WHEREAS the California State Water Resources Control Board (the “**State Board**”) contends that Great Lakes owes the State Board and the CA Regional Water Boards unpaid oversight costs incurred at the Irvine Site in the amount of \$2,661.47, and at the Mountain View Site in the amount of \$501.23;

WHEREAS the CA Regional Water Boards and State Board filed Proofs of Claim Nos. 11700, 11718 and 11726 (the “**CA Water Board Proofs of Claim**”) against Great Lakes in the Chapter 11 Cases;

WHEREAS the CA Water Board Proofs of Claim set forth their contention that Great Lakes’ injunctive obligations to comply with Cleanup and Abatement Orders and other work requirements under court orders, environmental statutes, regulations, administrative orders, licenses, and permits are not “claims” within the meaning of section 101(5) of the Bankruptcy Code and are not dischargeable pursuant to section 1141 of the Bankruptcy Code;

WHEREAS Great Lakes disputes the contentions made in the CA Water Board Proofs of Claim and, along with the other Debtors, has filed an adversary proceeding in the Bankruptcy

Court seeking a declaratory judgment that, among other things, all of Great Lakes' obligations relating to the Irvine Site are dischargeable in the Chapter 11 Cases (the "**Adversary Proceeding**");

WHEREAS the CA Regional Water Boards, the State Board, and other governmental entities filed a motion in the United States District Court for the Southern District of New York (the "**District Court**") to withdraw the reference on the Adversary Proceeding, which was granted by Judge Berman on March 26, 2010. The Adversary Proceeding is therefore now pending before the District Court under case number 10-cv-503;

WHEREAS the Debtors filed a motion for summary judgment on their Adversary Complaint, and the CA Regional Water Boards, the State Board and other governmental entities have filed a cross-motion for summary judgment, contending in part that Great Lakes' obligations at the Irvine Site are not a "claim" and therefore are not dischargeable in the Chapter 11 Cases;

WHEREAS on February 5, 2010, the Debtors filed *Debtors' Omnibus Objection to Certain Claims of the California Regional Water Board, Santa Ana Region (Claim No. 11700); the California Regional Water Board, San Francisco Bay Region (Claim No. 11718), and the California State Water Resources Control Board (Claim No. 11726)* (the "**Water Board Objection**") alleging, *inter alia*, that Claims 11700 and 11718 should be disallowed for the reasons stated therein, and Claim 11726 is objectionable for the reasons stated therein;

WHEREAS the CA Regional Water Boards and the State Board contend that the Water Board Objection is without merit, and but for this settlement would file a response to the Water Board Objection;

WHEREAS in addition to the CA Regional Water Boards and the State Board, Essex Portfolio, L.P. and Essex Fidelity I Corporation (collectively “**Essex**”) filed Proofs of Claim Nos. 11669 and 11710 against Great Lakes (the “**Essex Claims**”) in relation to the Irvine Site;

WHEREAS the Debtors dispute the allegations in the Essex Claims, and but for this Agreement would litigate such dispute and its obligations in relation to the Essex Claims and the Irvine Site;

WHEREAS the Debtors, the CA Regional Water Boards, and the State Board wish to resolve their differences with respect to the CA Water Board Proofs of Claim, the Adversary Proceeding, and the Objections;

WHEREAS the Debtors and Essex wish to resolve their differences with respect to the Essex Claims, as well as to address other issues relating to environmental matters as provided herein;

WHEREAS this Settlement Agreement (the “**Agreement**”) is between the Debtors, Essex, the SF Bay Regional Board, the Santa Ana Regional Board, and the State Board (but not the State of California, any other California Regional Water Quality Control Board, the Department of Toxic Substances Control, or any other state or federal governmental entity or agency);

WHEREAS this Agreement has no effect on the Debtors’ obligations, if any, to any other Governmental Entity other than the SF Bay Regional Board, the Santa Ana Regional Board, and the State Board;

WHEREAS the CA Regional Water Boards, the State Board, and the Debtors reserve all of their respective rights with respect to any other environmental sites within the State of California not identified in this Agreement, which are not affected by this Agreement.

NOW, THEREFORE, without the admission of liability or any adjudication on any issue of fact or law, and upon the consent and agreement of the parties to this Agreement by their authorized officials, it is hereby agreed as follows:

DEFINITIONS

In this Agreement, the following terms shall have the meanings set forth below:

1. **“California Cleanup Law(s)”** shall refer to all California statutes, regulations, and laws (including the common law) relating to the pollution or protection of the environment and the protection of public safety and welfare from hazardous materials (in each case solely to the extent that the CA Regional Water Boards or the State Board have jurisdiction to impose liability or obligations thereunder), including the Porter-Cologne Act, the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. §§ 1251 - 1387), and with regard to each statute, all applicable regulations promulgated thereunder, including the applicable regulations found in Titles 23 and 27 of the California Code of Regulations.

2. **“CERCLA”** refers to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as now in effect or hereafter amended.

3. **“Effective Date”** means the later of (a) the date on which this Agreement is approved by an order of the Court that has become final and is no longer subject to appeal, and (b) the effective date of the Plan according to its terms.

4. **“Excluded Sites and Matters”** means any site or matter other than a Liquidated Site (as defined below), including any site currently owned or operated by the Debtors and any conditions of contamination first caused by the conduct of the Debtors at any site, including a Liquidated Site following the date of filing of this Agreement.

5. “**Irvine Site**” means the property located at 17461 Derian Avenue, Irvine, CA, including the groundwater beneath the site and pollutants which originated at the site but have migrated offsite.

6. “**Mountain View Site**” means the property located at 875 Maude Avenue, Mountain View, CA, including the groundwater beneath the site and pollutants which originated at the site but have migrated offsite.

7. “**Liquidated Sites**” means the following sites:

- Irvine Site (defined above)
- 2551 Kelvin Ave., Irvine, CA (the “**Kelvin Avenue Site**”)
- Mountain View Site (defined above)
- 111 South Berry St., Brea, CA
- 2023 West Collins Ave., Orange, CA
- 3655 Collins Ave., Richmond, CA
- 4051 Santa Ana St., Ontario, CA
- Bay Area Drum Site located at 1212 Thomas Ave., San Francisco, CA
- AMCO Chemical site located at 1414 3rd Street, Oakland, CA (EPA ID CA0001576081)
- Liquid Gold Superfund Site located at Hoffman Boulevard & South 476th St., Richmond, CA (EPA ID CAT000646208)
- Lorentz Barrel and Drum Site located in San Jose, CA (EPA ID CAD982400004)
- Stringfellow Superfund Site located at 3490 Pyrite Street, Mira Loma, Riverside County, CA (EPA ID CAT080012826)

- Yosemite Creek Sediment Site located at Yosemite Ave. & Hawes St., San Francisco, CA (EPA ID CAN000908486)

A Liquidated Site, including the Irvine Site and Mountain View Site, shall be construed to include (i) for those sites identified above now or hereafter included on the NPL (as defined below), all areas of a site as defined by the U.S. Environmental Protection Agency (“EPA”) for purposes of the NPL including any later expansion of such site as may be determined by EPA, and any affected natural resources, and (ii) for those sites or portions of sites not included on the NPL, all areas and natural resources affected or potentially affected by the release or threatened release of hazardous substances.

8. “NPL” means the National Priorities List, 40 C.F.R. Part 300.

9. “Plan” means the *Joint Chapter 11 Plan of Chemtura Corporation, et al.*, dated August 4, 2010, as it may be amended, modified or supplemented or such other plan of reorganization as is confirmed in the Chapter 11 Cases by the Court.

JURISDICTION

10. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

PARTIES BOUND, SUCCESSION, AND ASSIGNMENT

11. Except where expressly provided otherwise in this Agreement, this Agreement applies to, is binding upon, and shall inure to the benefit of the CA Regional Water Boards, the State Board, the Debtors, the Debtors’ legal successors and assigns, including, without limitation, reorganized Great Lakes, any trustee, examiner or receiver appointed in the Chapter 11 Cases, and Essex (collectively, the “Parties”). The State of California, all California Regional Water Quality Control Boards other than the SF Bay Regional Board and the Santa

Ana Regional Board, the Department of Toxic Substances Control, all other state agencies or entities, and all federal agencies or entities are not parties to this Agreement, and this Agreement has no force or effect as to any governmental entity other than the Parties hereto.

TERMS OF RESOLUTION

12. In full settlement and satisfaction of (a) the CA Water Board Proofs of Claim and (b) all amounts, claims or rights of Essex with respect to the Essex Claims and all liability of the Debtors in relation thereto, the Parties hereby agree as follows:

- Great Lakes will pay the SF Bay Regional Board \$225,000 in cash in relation to the Mountain View Site within 30 days after the Effective Date.
- Great Lakes will pay the Santa Ana Regional Board \$10,000 in cash in relation to the Irvine Site within 30 days after the Effective Date.
- Great Lakes will pay the State Board \$3,162.70 in cash in relation to past oversight costs in relation to the Irvine Site and the Mountain View Site within 30 days after the Effective Date.
- Great Lakes, at the instruction of the Santa Ana Regional Board as provided in Paragraph 22 of this Agreement, will pay Essex \$875,000 in cash in relation to the Irvine Site within 30 days after the Effective Date.
- Upon receipt of all of the payments described above, the CA Water Board Proofs of Claim (Claim Nos. 11700, 11718 and 11726) and the Essex Claims (Claim Nos. 11669 and 11710) shall be deemed resolved and withdrawn pursuant to Rule 3006 of the Federal Rules of Bankruptcy Procedure, the Objections shall be deemed withdrawn, and Great Lakes (with the consent of the State Board and the CA Regional Water Boards) shall seek a dismissal of the

Adversary Proceeding with respect to the State Board, the CA Regional Water Boards, and the Irvine Site. Upon the receipt of all of the payments described above, the Santa Ana Regional Board shall adopt a Cleanup and Abatement Order in the form attached hereto as Exhibit A (the “CAO”) which shall become effective 30 days after the Effective Date.

13. Except as otherwise specifically set forth in this Agreement, the payments described above shall be deemed to satisfy the CA Water Board Proofs of Claim and the Essex Claims. Other than as set forth in this Agreement, the CA Regional Water Boards, the State Board, and Essex shall not receive any other distributions under the Plan or otherwise from the Debtors in the Chapter 11 Cases.

14. Upon receipt of all the payments described in Paragraph 12 above, the Santa Ana Regional Board shall adopt the CAO, which shall become effective 30 days after the Effective Date. Exhibit A provides, in part, that existing Cleanup and Abatement Order No. 97-38 (“**Order 97-38**”), which names Great Lakes as a responsible party, will be rescinded contemporaneously with the naming of Essex as a responsible party at the Irvine Site and which thereby transfers any and all remaining past, present, or future environmental obligations with respect to Order 97-38 from Great Lakes to Essex. Essex covenants and agrees that it will not contest the Santa Ana Regional Board’s issuance of the CAO, will not administratively or judicially contest the issuance of the CAO on the grounds that Essex does not hold title to the Irvine Site, waives any defenses with respect to the Santa Ana Regional Board or any governmental entity enforcing the authority of the Santa Ana Regional Board that may be available to Essex or any Essex affiliate as a lender, including without limitation California Health and Safety Code section 25548 *et seq.*, and will comply with the terms of the CAO as

amended or modified in accordance with applicable law (subject to Essex's or its affiliates' right to pursue and exhaust any administrative or judicial remedies solely with respect to the terms of such amendment or modification; in any challenge to an amended or modified CAO, Essex cannot seek to challenge the terms contained in, or the Santa Ana Regional Board's authority to issue, the CAO in the form attached as Exhibit A). Essex further agrees that, to the extent that an affiliate of Essex takes title to the Irvine Site, such affiliate may also be named on the CAO in addition to Essex. Essex further covenants and agrees that, contemporaneous with, and in reasonable cooperation with, Great Lakes' corresponding actions pursuant to Paragraph 15, Essex will make reasonable efforts to promptly obtain access to properties as necessary to comply with the CAO, which properties (along with all corresponding existing access agreements) Great Lakes represents and warrants, to the best of its knowledge, are fully identified on, and limited to, those listed on Exhibit B; provided that Essex shall only be required to enter into access agreements consistent with customary and reasonable terms for such access, in the reasonable judgment of Essex, and in no event shall Essex be required to provide either (a) any consideration for such access in excess of \$5,000 per property, or (b) any indemnity for contamination or damages not caused by Essex or its agents. If Essex is unable, after reasonable efforts, to secure access as provided in this Agreement, the Santa Ana Regional Board will cooperate with Essex, subject to the authority of the Santa Ana Regional Board and consistent with the Santa Regional Board's customary practices, to secure access. For the avoidance of doubt, the immediately foregoing two sentences do not limit Essex's obligation to comply with the CAO. Essex further covenants and agrees that, contemporaneous with, and in reasonable cooperation with Great Lakes' corresponding actions pursuant to Paragraph 15, Essex will (a) promptly obtain a transfer or a reissuance, to become, directly or through an affiliate, the

permittee on all permits necessary for compliance with the CAO, including without limitation permits issued by the South Coast Air Quality Management District and the Orange County Sanitation District; and (b) take ownership and control of all remediation equipment (including without limitation, wells, piping, carbon vessels, etc.) which is or was located at the Irvine Site or upon the offsite properties set forth on Exhibit B hereof as of the Effective Date.

15. Great Lakes represents and warrants that it (a) has made a good faith effort to locate all easements and access agreements to which Great Lakes is a party with respect to the remediation of the Irvine Site, and (b) to the best of its knowledge, the list of all such agreements in Exhibit B is true, correct and complete. Further, Great Lakes covenants to do the following promptly following the Effective Date and in any event within 30 days after the Effective Date: (a) if and as Essex so requests in writing before Great Lakes files its motion to approve the Agreement, commence commercially reasonable steps to transfer to Essex or its affiliate, to the extent permitted by law, the easements and access agreements included in Exhibit B and pending transfer of such necessary easements and Essex obtaining title to the Irvine Site property, provide Essex with access to the Irvine Site; (b) commence commercially reasonable steps to transfer to Essex or its affiliate ownership and control of all remediation equipment (including without limitation, wells, piping, carbon vessels, etc.) owned by Great Lakes and which is or was located at the Irvine Site or upon the offsite properties set forth on Exhibit B hereof as of the date of this Agreement, and, pending such transfer, grant Essex written authorization to operate such equipment; (c) transfer to Essex copies of all material documents in its or its consultants' possession or control concerning the investigation and remediation of the Irvine Site, including without limitation all applicable permits and current or pending permit applications; (d) cooperate as reasonably requested by Essex or the Santa Ana Regional Board to facilitate the

orderly transition of operation of the Irvine Site remediation system from Great Lakes to Essex, and provide historical information regarding the Irvine Site as may be reasonably requested by Essex or the Santa Ana Regional Board; and (e) to the extent permitted by law, commence commercially reasonable steps to transfer or assign to Essex or its affiliate all permits necessary to operate the remediation equipment at the Irvine Site, including without limitation, permits issued by the South Coast Air Quality Management District and the Orange County Sanitation District and pending such transfer or assignment (or, as required by law, reissuance of such permits), grant Essex the authorization to operate the system pursuant to such permits. Without limiting the generality of the foregoing, if Essex so requests in writing before Great Lakes files its motion to approve the Agreement, to the extent permitted by applicable law, Great Lakes will assign to Essex all rights to access the Kelvin Avenue Site under the Grant of Easement and Easement Agreement recorded against the Kelvin Avenue Site in June 2000 (the “**Easement**”), provided that such assignment will not include any of the indemnity obligations of Great Lakes set forth in the Environmental Indemnification Agreement dated as of June 16, 2000 by and between Irvine Corporate Plaza LLC, Great Lakes and Essex (the “**Environmental Indemnification Agreement**”). Essex shall receive the benefit of access under the Easement Agreement but shall not incur or assume any separate indemnification obligations, including, without limitation any indemnification obligations related to the fact that the Easement incorporates the Environmental Indemnification Agreement by reference therein; provided, however, that nothing in this Agreement shall limit the Debtors’ right to assert an indemnity claim against Essex under Paragraph 33 hereof, and provided further that it shall not be a breach of this Agreement if Great Lakes is unable to assign to Essex the Easement separate and apart from the Environmental Indemnification Agreement, in which case the Easement shall not be

assigned to Essex. Great Lakes will continue to operate the remediation system in compliance with all applicable laws and permits at its sole cost and expense until such time as Essex has, pursuant to this Paragraph 15, obtained the access and other rights reasonably necessary to enable Essex to undertake operation of the Irvine Site remediation system. Great Lakes represents and warrants that, to the best of its knowledge, (a) there are no impediments to securing the permits necessary to operate the current remediation system, (b) such remediation system is in good working order, and (c) commencing on the Petition Date and ending on the date of Court approval of this Agreement and, with the exception of requirements relating to submittal of periodic monitoring reports, it has not violated, in any material respect, any applicable environmental law or the terms of any permit in the conduct of its activities at the Irvine Site.

16. Great Lakes shall include as part of its motion seeking approval of this Agreement by the Court, a specific request for approval of the foregoing transfers to Essex or its affiliate of assets of Great Lakes, free and clear of all liens, claims, and interests in accordance with sections 363(b) and (f) of the Bankruptcy Code. By entering into this Agreement and taking assignment of various easements, access agreements, and equipment of Great Lakes, Essex shall not be assuming any of Great Lakes' obligations under the Environmental Indemnity or any other indemnity in connection with or related to the assets transferred to Essex; provided, however, that nothing in this Agreement shall limit the Debtors' right to assert an indemnity claim against Essex under Paragraph 33 hereof, and the motion seeking approval of this Agreement and the assignment of various assets to Essex shall request that the Court (a) make such non-assumption an express term of the order, (b) approve the transfers of assets of Great Lakes described in this Agreement, including as described in Paragraph 15 above, free and clear of all liens, claims, and

interests of any other party, and (c) authorize Great Lakes to execute and deliver to Essex or its affiliate all assignments, bills of sale, and such other documentation as may be reasonably required to effectuate such transfer. In all events such order shall be reasonably satisfactory to Essex in all respects as to form and substance. Essex's obligations under this Agreement shall be contingent upon the occurrence of the Effective Date.

TREATMENT OF PROOFS OF CLAIM

17. Upon execution of this Agreement by the State Board and the CA Regional Water Boards, Great Lakes (on behalf of itself and all Debtors) agrees to adjourn the State Board's, CA Regional Water Board's and Essex's deadline to file a response to the Objections, pending the hearing to approve this Agreement. Upon Great Lakes making the payments required in Paragraph 12 above, and the Santa Ana Regional Board's issuance of the CAO: (a) the CA Water Board Claims and the Essex Claims shall be deemed satisfied in full in accordance with the terms of this Agreement without any further order of the Court or action by the Parties, and (b) the Objections shall be deemed withdrawn without any further order of the Court or action by the Parties.

18. On or promptly after the Effective Date, Great Lakes shall, by motion or other request in the Adversary Proceeding, seek dismissal with prejudice of that action with respect to the State Board and CA Regional Water Boards, and strike all allegations in relation to the Irvine Site.

DISTRIBUTION INSTRUCTIONS

19. The cash payment to the SF Regional Board under this Agreement shall be made by check payable to "State Water Pollution Cleanup and Abatement Account" and mailed via overnight mail to the SF Bay Regional Board at the address provided herein. The \$225,000 shall

be deposited in the State Board's Water Pollution Cleanup and Abatement Account to be used for the Mountain View Site or any other site within the San Francisco Bay Region, at the sole discretion of the SF Bay Regional Board.

20. The cash payment to the Santa Ana Regional Board under this Agreement shall be made by check payable to "State Water Pollution Cleanup and Abatement Account" and mailed via overnight mail to the Santa Ana Regional Board at the address provided herein.

21. The cash payment to the State Board under this Agreement shall be made by check payable to "State Water Resources Control Board – SCP Program" and mailed via overnight mail to the State Board as the address provided herein. The check shall reference Account Numbers 2080001 and 1828700.

22. The cash payment with respect to the Irvine Site, which the Santa Ana Regional Board hereby directs be made to Essex under this Agreement, shall be made by wire in accordance with instructions to be provided to Great Lakes by Essex. Great Lakes shall transmit written confirmation of payment to Essex at the address specified below with a copy to the email address specified below:

Jordan Ritter, Esq.
Essex Property Trust, Inc.
925 East Meadow Drive
Palo Alto, CA 94303
jritter@essexpropertytrust.com

with a copy to:

Catherine Johnson, Esq.
Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105
cjohnson@hansonbridgett.com

COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

23. In consideration of all of the foregoing, including the payments that will be made pursuant to the terms of this Agreement and the resolution of the Debtors' obligations with respect to the Liquidated Sites as set forth herein, the CA Regional Water Boards and the State Board covenant not to file a civil action or to take any administrative or other action against the Debtors pursuant to any California Cleanup Laws or CERCLA in relation to the Liquidated Sites. These covenants not to sue shall take effect upon Great Lakes making the payments required in Paragraph 12 and obtaining the dismissal with prejudice of the Adversary Proceeding as to the State Board, CA Regional Water Boards, and the Irvine Site.

24. This Agreement in no way impairs the scope and effect of the Debtors' discharge under section 1141 of the Bankruptcy Code as to any third parties or as to any claims that are not addressed by this Agreement.

25. Except as provided below in Paragraph 27, without in any way limiting the covenant not to sue (and the reservations thereto) set forth in Paragraph 23 of this Agreement and notwithstanding any other provision of this Agreement, such covenant not to sue shall also apply to each of the Debtors' successors and assigns (including the reorganized Debtors), officers, directors, employees, and trustees, but only to the extent that the alleged liability of the successor or assign, officer, director, employee, or trustee of any Debtor (each of the foregoing, a "**Beneficiary**") is based on its status as and in its capacity as a successor or assign, officer, director, employee, or trustee of any Debtor. Essex is not a Beneficiary as defined in this Paragraph.

26. The covenants not to sue contained in Paragraph 23 of this Agreement extend only to the Debtors and the Beneficiaries and do not extend to any other person or entity. Nothing in this Agreement is intended as a covenant not to sue for any person or entity other than

the Debtors and the Beneficiaries and this Agreement does not include any Excluded Sites or Matters. Great Lakes, the CA Regional Water Boards, the State Board, and Essex expressly reserve all claims, demands and causes of action either judicial or administrative, past, present or future, in law or equity, which Great Lakes, the CA Regional Water Boards, the State Board, and Essex may have against all other persons, firms, corporations, entities or predecessors of the Debtors (except to the extent such predecessors constitute "Debtors" in these jointly administered Chapter 11 cases; provided, however, Essex reserves all such claims, demands and causes of action as to such predecessors as well, except to the extent Essex is indemnifying the Debtors pursuant to Paragraph 33 below, and nothing shall prohibit such predecessors from raising all defenses against Essex, including that any claim, demand, or cause of action has been discharged in the Chapter 11 cases) for any matter arising at, or relating in any manner to, the Liquidated Sites or claims addressed herein.

27. The covenants not to sue set forth in Paragraph 23 do not pertain to any matters other than those expressly set forth therein. The CA Regional Water Boards, the State Board and Great Lakes expressly reserve, and this Agreement is without prejudice to, all rights and defenses of the CA Regional Water Boards and the State Board against the Debtors and Beneficiaries, and all rights and defenses of the Debtors and Beneficiaries against the CA Regional Water Boards and the State Board with respect to all other matters except those expressly set forth in Paragraph 23. Nothing contained in this Agreement shall apply to or affect any action by the CA Regional Water Boards or the State Board based on (a) a failure to meet a requirement of this Agreement; (b) criminal liability; (c) matters reserved in Paragraphs 24 and 26; (d) liability for response costs or injunctive relief pursuant to California Cleanup Laws, CERCLA, or any other applicable law or regulation that occur at the Liquidated Sites as a result of conduct of the Debtors after the date

of filing of this Agreement and which give rise to liability under California Cleanup Laws, CERCLA, or any other applicable law or regulation (it being understood by the Parties that the phrase “conduct of the Debtors after the date of filing of this Agreement” does not include continuing releases related to conduct occurring before the date of filing of this Agreement); or (e) any Excluded Sites or Matters.

28. Subject to the covenant not to sue contained herein, nothing in this Agreement shall be deemed to limit the CA Regional Water Boards or the State Board to take response action under the California Cleanup Laws, CERCLA, or any other applicable law or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the CA Regional Water Boards or the State Board pursuant to those authorities. Nothing in this Agreement shall be deemed to limit the information gathering authority of the CA Regional Water Boards or the State Board under California Cleanup Laws, CERCLA, or any other applicable federal law or regulation, or to excuse the Debtors from any disclosure or notification requirements imposed by California Cleanup Laws, CERCLA, or any other applicable federal or state law or regulation.

29. Except with respect to any action to enforce this Agreement, the Debtors hereby covenant not to sue and agree not to assert or pursue any claims or causes of action against the CA Regional Water Boards or the State Board or Essex and/or its affiliates with respect to the Liquidated Sites, including any claim against the CA Regional Water Boards or the State Board or Essex and/or its affiliates, under the California Cleanup Laws or CERCLA, related to the Liquidated Sites, or any claims arising out of investigation, remediation, monitoring, or response activities at the Liquidated Sites. The foregoing covenant not to sue shall also apply to the CA Regional Water Boards’ and the State Board’s and Essex’s and its affiliates’ respective

successors or assigns, and all of their respective officers, directors, employees, agents, representatives, contractors, subcontractors, and tenants.

30. The Agreement shall not be construed as an admission by any of the Parties of any liability or obligation that is resolved pursuant to this Agreement or as a concession of any legal arguments concerning the matters settled herein, including whether or not any liability or obligation of the Debtors is a claim under section 101(5) of the Bankruptcy Code or dischargeable under section 1141 of the Bankruptcy Code. Nor shall this Agreement be construed as an admission by any of the Parties about when a “claim” arises for the purposes of the Bankruptcy Code. Rather, this Agreement is to be construed solely as a reflection of the Parties’ desire to facilitate a resolution of the Debtors’ obligations, if any, at the Irvine Site, among others. The Parties agree that no party should be considered a “prevailing” party with respect to the issues resolved by this Agreement. In no event shall the Agreement, any of its provisions, or any negotiations, statement, or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in any judicial, administrative, regulatory, or other proceeding, by the Parties herein or by anyone else, except a proceeding to enforce this Agreement.

CONTRIBUTION PROTECTION: IRVINE SITE

31. With regard to all existing or future third-party claims against the Debtors with respect to the Liquidated Sites, including claims for contribution, the Parties hereto agree that, as of the Effective Date, to the extent that the CA Regional Water Boards or State Board have the legal authority to provide contribution protection and without impairing the authority of any other governmental entity, the Debtors are entitled to protection from actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or as may be otherwise

provided by law, for “matters addressed” in this Agreement. The “matters addressed” in this Agreement, as that phrase is used in Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), include response costs incurred or to be incurred by the CA Regional Water Boards, the State Board or potentially responsible parties with respect to the Liquidated Sites. No finding in any subsequent proceeding concerning the Debtors’ contribution obligations shall affect the finality or enforceability of this Agreement.

32. The CA Regional Water Boards and the State Board shall have no obligation to appear, intervene, assist, or defend the Debtors from any claims for contribution in any such action. Great Lakes agrees, however, that with respect to any suit for contribution brought against it or any other Debtor after the Effective Date for matters related to this Agreement in which a party challenges the applicability of the Debtors’ contribution protection, it will notify the CA Regional Water Boards and the State Board within 15 business days after service of the complaint upon it or the other Debtors. In addition, in connection with such suit, Great Lakes or such other Debtor shall notify the CA Regional Water Boards and the State Board within 15 business days after service or receipt of any Motion for Summary Judgment and within 15 business days after receipt of any order from a court setting a case for trial (provided, however, that the failure to notify the CA Regional Water Boards and the State Board pursuant to this Paragraph shall not in any way affect the protections afforded herein).

33. After payment by Great Lakes pursuant to Paragraph 12, Essex agrees to indemnify and hold the Debtors (including Great Lakes), their employees, agents, affiliates, officers, and directors harmless for Response Costs (defined below) incurred by Essex, its employees, agents, affiliates, officers, or directors or by third parties (including but not limited to Response Costs sought in claims for contribution under Section 113(f) of CERCLA)

pertaining to the Irvine Site incurred after issuance of the CAO to Essex. "Response Costs" means any cost to remediate, remove, treat, or abate conditions of pollution, including without limitation "response" actions as defined in Section 101 of CERCLA (and specifically excluding attorneys' fees and costs). For avoidance of doubt, the Parties agree that "Response Costs" does not include liability for (a) personal injury or property damage or (b) any Response Costs at or relating to the Irvine Site or the Kelvin Avenue Site incurred by the Debtors before (and including) payment by Great Lakes to Essex pursuant to Paragraph 12. As between the Debtors and Essex, the terms of this Agreement (including without limitation, the provisions provided for in Paragraph 30 above and this Paragraph 33) do not apply to (a) any Excluded Sites or Matters or (b) any conditions of contamination not within the scope of the CAO or Order 97-38, as to all of which the Debtors and Essex reserve all of their respective rights and defenses.

NOTICES AND SUBMISSIONS

34. Whenever, under the terms of this Agreement, written notice is required to be given, or a report or other document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change of address to the other parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Except as otherwise provided in this Agreement, written notice shall constitute complete satisfaction of any written notice requirement in this Agreement with respect to the Debtors, the CA Regional Water Boards, and the State Board.

As to the Santa Ana Regional Board:

California Regional Water Quality Control Board, Santa Ana Region
3737 Main Street, Suite 500
Riverside, CA 92501-3348
Attn: Legal Counsel

As to the San Francisco Regional Board:

California Regional Water Quality Control Board, San Francisco Region
1515 Clay St, Suite 1400
Oakland, CA 94612
Attn: Legal Counsel

As to the State Board

P.O. Box 100
Sacramento, CA 95812-0100
Attn: Alex P. Mayer, Office of Chief Counsel

with copies to:

Office of the Attorney General of California
300 S. Spring St., Ste. 1702
Los Angeles, CA 90013
ATTN: Eric M. Katz, Deputy Attorney General

As to the Debtors:

c/o Great Lakes Chemical Corporation
199 Benson Rd.
Middlebury, CT
ATTN: General Counsel

with copies to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
ATTN: Walter Lohmann

As to Essex:

Essex Portfolio, L.P.
925 East Meadow Drive
Palo Alto, CA 94303
ATTN: Jordan E. Ritter

with copies to:

Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105
ATTN: Catherine Johnson

BANKRUPTCY COURT APPROVAL

36. This Agreement shall be subject to the approval of the Court. Great Lakes shall promptly seek approval of this Agreement under Rule 9019 of the Federal Rules of Bankruptcy Procedure and applicable provisions of the Bankruptcy Code. The moving papers to be filed by Great Lakes seeking such Court order shall be submitted to the other Parties to this Agreement in advance of filing and shall be subject to the reasonable review and approval, not to be unreasonably withheld or delayed, of the other parties to this Agreement prior to filing with the Court. The rights and obligations of Essex under this Agreement shall terminate at Essex's sole election if the Effective Date does not occur on or before May 1, 2011.

37. If for any reason (a) the Court issues a final order denying approval of this Agreement, or (b) Great Lakes' Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code before the Court issues a final order approving this Agreement: (i) this Agreement shall be null and void, and the Parties shall not be bound hereunder or under any documents executed in connection herewith; (ii) the Parties shall have no liability to one another arising out of or in connection with this Agreement or under any documents executed in connection herewith; (iii) this Agreement and any documents prepared in connection herewith shall have no residual or probative effect or value and it shall be as if they

had never been executed; and (iv) this Agreement, any statements made in connection with settlement discussions, and any documents prepared in connection herewith may not be used as evidence in any litigation between or among the Parties.

AMENDMENTS/INTEGRATION AND COUNTERPARTS

38. This Agreement and any other documents to be executed in connection herewith shall constitute the sole and complete agreement of the Parties hereto with respect to the matters addressed herein. This Agreement (excluding the CAO) may not be amended except by a writing signed by all Parties to this Agreement and approval by the Court.

39. This Agreement may be executed in counterparts each of which shall constitute an original and all of which shall constitute one and the same agreement.

40. The Parties agree that, except as explicitly set forth in this Agreement, there are no intended or incidental third party beneficiaries of this Agreement.

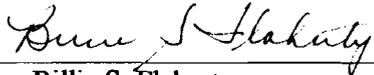
RETENTION OF JURISDICTION

41. The Court shall retain jurisdiction over the subject matter arising from or related to this Agreement and the Parties hereto for the duration of the performance of the terms and provisions of this Agreement. The Court's retention of jurisdiction shall not encompass issues related to compliance with and enforcement of the CAO, which shall remain with the Superior Court of California and any other court of appropriate jurisdiction. The Santa Ana Regional Board and State Board shall also retain their respective administrative jurisdiction to oversee compliance with and enforcement of the CAO.

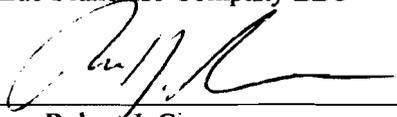
AGREED to by the following duly authorized individuals on behalf of the Debtors, the
CA Regional Water Boards, the State Board, and Essex:

Dated: _____, 2010

CHEMTURA CORPORATION

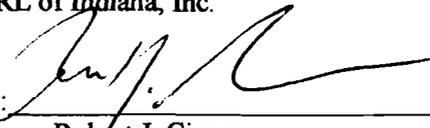
By: 
Billie S. Flaherty
Senior Vice President,
General Counsel & Secretary

BioLab Company Store, LLC
BioLab Franchise Company LLC

By: 
Robert J. Cicero
Vice President and Secretary

A&M Cleaning Products, LLC
Aqua Clear Industries, LLC
ASCK, Inc.
ASEPSIS, Inc.
Bio-Lab, Inc.
BioLab Textile Additives, LLC
CNK Chemical Realty Corp.
Crompton Colors Incorporated
Crompton Holding Corporation
Crompton Monochem, Inc.
GLCC Laurel, LLC
Great Lakes Chemical Corporation
Great Lakes Chemical Global, Inc.
GT Seed Treatment, Inc.
HomeCare Labs, Inc.
ISCI, Inc.
Kem Manufacturing Corporation
Laurel Industries Holdings, Inc.
Monochem, Inc.
Naugatuck Treatment Company
Recreational Water Products, Inc.
Uniroyal Chemical Company Limited
(Delaware)

Weber City Road LLC
WRL of Indiana, Inc.

By: 
Robert J. Cicero
Secretary

SANTA ANA REGIONAL BOARD

By: _____
Title: _____
Dated: _____, 2010

SF BAY REGIONAL BOARD

By: _____
Title: _____
Dated: _____, 2010

STATE WATER RESOURCES CONTROL BOARD

By: _____
Title: _____
Dated: _____, 2010

Weber City Road LLC
WRL of Indiana, Inc.

By: _____
Robert J. Cicero
Secretary

SANTA ANA REGIONAL BOARD

Kurt V. Berchtold
By: Kurt V. Berchtold
Title: Executive Officer
Dated: October 14, 2010

SF BAY REGIONAL BOARD

By: _____
Title: _____
Dated: _____, 2010

STATE WATER RESOURCES CONTROL
BOARD

By: _____
Title: _____
Dated: _____, 2010

Weber City Road LLC
WRL of Indiana, Inc.

By: _____
Robert J. Cicero
Secretary

SANTA ANA REGIONAL BOARD

By: _____
Title: _____
Dated: _____, 2010

SF BAY REGIONAL BOARD

Bruce H. Wolfe
By: _____
Title: *Executive Officer*
Bruce H. Wolfe
Dated: *October 14*, 2010

STATE WATER RESOURCES CONTROL
BOARD

By: _____
Title: _____
Dated: _____, 2010

Weber City Road LLC
WRL of Indiana, Inc.

By: _____
Robert J. Cicero
Secretary

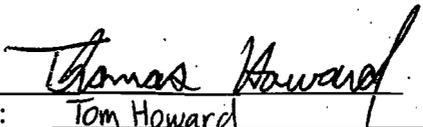
SANTA ANA REGIONAL BOARD

By: _____
Title: _____
Dated: _____, 2010

SF BAY REGIONAL BOARD

By: _____
Title: _____
Dated: _____, 2010

STATE WATER RESOURCES CONTROL
BOARD


By: Tom Howard
Title: Executive Director
Dated: October 13, 2010

ESSEX PORTFOLIO, L.P.

By: Essex Property Trust, Inc.,
Its General Partner

By: *James E. Elett*
Title: SVP
Dated: October 15, 2010

Essex Fidelity I Corporation

By: *James E. Elett*
Title: SVP
Dated: October 15, 2010

EXHIBIT "A"

CAO

EXHIBIT A
INTENTIONALLY
OMITTED