

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made, as of the Effective Date of this Agreement, as defined in Paragraph 10 below, among the City of Gainesville, Florida (hereinafter, "City"), the United States of America, including all of its departments, agencies, and instrumentalities (hereinafter, "United States") and Unisys Corporation (hereinafter, "Unisys"), collectively referred to as "the Parties."

WHEREAS, the State of Florida Department of Environmental Protection ("DEP") brought an action captioned State of Florida Department of Environmental Protection v. Elaine L. Chao, et al., in her official capacity as Secretary of Labor, Civil Action No. 1:07-CV-0136-SPM/AK in Alachua County Court, Florida on June 18, 2007 with subsequent removal to the United States District Court for the Northern District of Florida (Gainesville Division) on July 10, 2007 (the "Action");

WHEREAS, the Action seeks monetary and injunctive relief concerning alleged impacts by hazardous substances at property located at 5301 40th Terrace in Gainesville, Florida (hereinafter, the "Property");

WHEREAS, the former City Employees Pension Fund of the City of Gainesville, Florida (hereinafter, "CEPF") held title to the Property from 1958 to 1978;

WHEREAS, Sperry Rand Corporation, a predecessor entity to Unisys, leased the Property from 1955 to 1978 and operated a manufacturing facility at the Property from 1955 to 1976;

WHEREAS, Sperry Rand Corporation purchased the Property from CEPF in 1978 and immediately conveyed the property to the United States;

WHEREAS, the United States has owned, and continues to own, the Property since 1978;

WHEREAS, the City owns the real property located to the south and southeast of the Property and is desirous of the removal of hazardous substances from its property;

WHEREAS, hazardous substances, including chlorinated volatile organic compounds ("CVOCs"), on the Property pose a potential threat to the City's Wellfield;

WHEREAS, polychlorinated biphenyls ("PCBs") on the northern portion of the Property and to the north of the Property on the Clariant property in the area known as the northern ditch system pose a potential threat to human health and safety;

WHEREAS, each Party denies any liability for conditions at or near the Property and for any costs and expenses incurred and to be incurred in response to the alleged release or alleged threat of release of hazardous substances at, or near, the Property;

WHEREAS, without resorting to litigation, the Parties desire to fund, allocate costs among themselves and complete the cleanup of hazardous substances at the Property and the adjacent properties to the north and south (the "Site") as identified in the September 2008 Site Assessment Report Addendum ("SARA") submitted to the DEP; and

WHEREAS, the Parties desire to enter into this Agreement to have a full and final resolution of any and all claims that were, could now be or hereafter have been asserted against each of them in connection with the Property related to CVOCs and to avoid the complication and expense of litigation of such claims;

WHEREAS, the Parties agree that this Agreement is fair, reasonable and in the public interest; and

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. Subject to the provisions of Paragraphs 2 through 5 of this Agreement, Unisys shall be fully responsible to implement the DEP-approved remedy for the contamination identified in the SARA. Within a reasonable time after the Effective Date of this Agreement (but before the expiration of sixty 60 days), the United States shall (i) pay seven hundred twenty-eight thousand dollars (\$728,000.00) to Unisys as a Cash-out Settlement Payment to settle and fully resolve all Claims relating to the removal and remediation of the hazardous substances, including the CVOCs, at the Property and on the City's adjacent property to the south and east as required by the SARA. Within sixty (60) days of receipt of a DEP invoice and supporting cost document for DEP's past costs totaling eighty-one thousand seven hundred twenty-one dollars and fifty-six cents (\$81,721.56), the United States shall pay twenty-one thousand two hundred forty-seven dollars and sixty cents (\$21,247.60) to Unisys in settlement of the United States share of DEP's claim for past costs. By no later than ninety (90) days after receipt of DEP's invoice and supporting cost information for DEP's past costs, Unisys shall pay eighty-one thousand seven hundred twenty-one dollars and fifty-six cents (\$81,721.56) to DEP in settlement of Unisys and United States share of DEP's claim for past costs.

The United States shall direct payments to Unisys required by this Paragraph 1 to: Mr. Martin R. Howe, Unisys Corporation (MS S-1), Unisys Way, Blue Bell, PA 19424. Alternatively, the United States may make the payment to Unisys by electronic funds transfer based on information provided by Unisys.

If such payment is not made in full within one hundred twenty (120) days after the Effective Date of this Agreement, then interest on the unpaid balance shall be paid commencing on the 121st day after the Effective Date. Interest shall accrue at the rate specified

for interest on investments of the Hazardous Substance Superfund established under subchapter A of chapter 98 of Title 26 of the United States Code.

The payments by the United States to Unisys and DEP are subject to the availability of funds appropriated for such purpose. No provision of this Agreement shall be interpreted as or constitute a commitment or requirement that the United States obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.

2. Notwithstanding anything to the contrary contained herein, in the event that Unisys incurs reasonable and necessary cleanup costs associated with the removal and remediation of CVOCs at the Site (the "Work") that exceed the sum of three million three hundred sixty thousand dollars (\$3,360,000.00) the United States agrees to reimburse a twenty-six percent (26%) share of all reasonable and necessary cleanup costs relating to the removal and remediation of CVOCs incurred by Unisys at the Site that exceed three million three hundred sixty thousand dollars (\$3,360,000.00) (the "Re-Opening Event"). Upon Unisys incurring reasonable and necessary cleanup costs of \$3,360,000.00, Unisys shall promptly notify the United States that reasonable and necessary cleanup costs for the removal and remediation of CVOCs at the Site has exceeded three million three hundred sixty thousand (\$3,360,000.00), and shall provide the United States with copies of all past cost invoices related to the removal and remediation of CVOCs. Upon receipt of the past cost invoices and review in good faith, the United States may object, in writing, within sixty (60) days of receipt of the invoices, and said objection shall be sent to Unisys pursuant to Paragraph 15.d of this Agreement. Any such objection shall identify the contested past costs and the basis for objection. If the United States does not object within the sixty (60) days provided herein, the United States shall be deemed to have agreed that the Re-Opening Event has occurred.

Upon the occurrence of the Re-Opening Event, Unisys shall then on a bi-annual basis provide the United States with invoices containing the costs paid by Unisys for the removal and remediation of CVOCs at the Site that exceed three million three hundred sixty thousand dollars (\$3,360,000). Upon receipt of such invoices, the United States shall then have sixty (60) days to review and approve the invoices. Within sixty (60) days of receipt of the invoices, the United States may in good faith object, in writing, and said objection shall be sent to Unisys pursuant to Paragraph 15.d of this Agreement. Any such objection shall identify the contested costs and the basis for objection. In the event of an objection, the United States shall, within sixty (60) days of transmitting the objection, reimburse Unisys for its share of any uncontested invoice or uncontested costs that are identified on an invoice. If the United States does not object to an invoice or certain costs identified in an invoice within sixty (60) days, then payment is due to Unisys within thirty (30) days after the expiration of the sixty (60) day period for review. If such payment for uncontested invoices or uncontested costs is not made in full within thirty (30) days after the expiration of the sixty (60) day review period, then interest on the unpaid balance for uncontested costs shall accrue at the rate specified for interest on investments of the Hazardous Substance Superfund established under subchapter A of chapter 98 of Title 26 of the United States Code.

In the event the United States objects to any of the past cost invoices or any of the invoices received after the occurrence of the Re-Opening Event, Unisys and the United States agree to participate in good faith, informal negotiations to resolve the dispute. The period for informal negotiations shall last sixty (60) days from the date the United States transmits its written objection pursuant to Paragraph 15.d, and may be extended upon the mutual consent of Unisys and the United States. If informal negotiations are unsuccessful, Unisys and the United

States reserve their rights to submit the dispute to any federal court of competent jurisdiction to resolve the matter.

3. Notwithstanding anything to the contrary contained herein, Unisys shall be solely responsible for performing all work and bearing all costs associated with the cleanup of the PCB contamination identified in the SARA in the northern ditch system, which area is the northern portion and immediately north of the Property and located on the Clariant property. Unisys shall not seek contribution, directly or indirectly, from the United States for Unisys' costs relating to PCB removal and remediation conducted by Unisys pursuant to the SARA submitted to the Florida Department of Environmental Protection.

4. Notwithstanding anything to the contrary contained herein, the United States Department of Labor ("DOL") shall be solely responsible for performing all work and bearing all costs associated with the cleanup of the PCB contamination identified on the Property near the Gainesville Job Corps Center's ("GJCC") dormitories. The United States shall not seek contribution, directly or indirectly, from Unisys for the costs relating to PCB removal and remediation conducted by DOL on the Property near the GJCC's dormitories.

5. In lieu of direct provision of funds to Unisys or the United States, the City shall provide the following services in support of the Work conducted by Unisys and its contractors for the Site:

a. Grant access to City-owned or leased property as requested by Work contractors or subcontractors;

b. Utilize reasonable, good faith efforts to obtain access to properties not owned or leased by the City as requested by Work contractors or subcontractors for implementation of the Work; as used herein, "reasonable good faith efforts" shall not require

payment of any sum of money or provision of any other consideration by City to obtain such access;

c. Accept at no charge purge water from Site groundwater monitoring wells delivered by Unisys to City's permitted wastewater treatment facility;

d. Provide clearing, grubbing and installation of temporary gravel-based roads on City-owned or leased property, similar to that provided by City during performance of the Site assessment task resulting in the SARA, as may be reasonably necessary for performance of the Work by contractors or subcontractors;

e. As may be requested by Unisys or required by the State of Florida, prepare and record deed restrictions for City-owned or leased property impacted by the presence of the hazardous substances identified in the SARA, specifically deed restrictions that prohibit: (i) use of groundwater for any purpose; (ii) drilling for water on any such property; and (iii) installation of any wells on such property, all without the written consent of DEP; and

f. City agrees that it will not object to any remedy proposed by Unisys for the contamination identified in the SARA provided that the performance standard for the remedy is consistent with the requirements of Chapter 62-780, Florida Administrative Code.

Subject to the performance by City of its obligations under this Agreement, City agrees that it shall not pursue Unisys, either directly or indirectly, and City shall forever release Unisys, subject to the provisions of Paragraph 6 herein, for any claim, cost or liability that it may have at anytime relating to the contamination identified in the SARA, including, but not limited to, costs of environmental investigation, monitoring, remediation, property damage, diminution of property value, personal injury or death

6. Unisys agrees that it shall assume the City's obligations for environmental indemnity as specifically defined, required or limited by that Contract for Purchase and Sale of Real Property by and between the City of Gainesville and Florida Food Service, Inc. dated November 1, 2006 ("FFS Contract"), and any other future contracts for Sale of Real Property by City of real estate within Airport Industrial Park that is or may be impacted by the contamination identified in the SARA, providing that such contracts contain an environmental indemnity containing the same material terms and conditions as are set forth in the FFS Contract (collectively, "Contracts"), for any written notice of claim for environmental indemnity pursuant to such Contracts that are received by Unisys on or before August 31, 2019.

7. In consideration of and subject to the performance by each Party of their respective obligations under this Agreement, and subject to the express provisions of this Agreement, each Party agrees that it shall not pursue any other Party, either directly or indirectly, and shall forever release the other Parties for any claim, cost or liability that the Party may have at anytime relating to the contamination identified in the SARA, including, but not limited to, costs of environmental investigation, monitoring, remediation, property damage, diminution of property value, personal injury or death. Further, in consideration of the obligations contained above, and except as set forth below, each Party hereby agrees to release and covenants not to sue any other Party, including its parent companies, subsidiaries, affiliates, related entities, predecessors, successors and assigns, and the respective past, present and future officers, directors, commissioners, employees, contractors, agents, insurers, attorneys and representatives thereof, for any and all past, present, and future claims regarding the Work and Work-related costs, provided that each Party reserves the right to enforce the terms and conditions of this Agreement against any other Party. The releases and covenant not to sue provided herein is not

intended by any Party to be a release of, or covenant not to sue, for any claims against any individual or entity not a signatory to this Agreement. If any Party defaults and fails to cure the default within ten (10) days following receipt of written notice, the defaulting Party may not enforce the releases and covenant not to sue provided in this paragraph. The United States specifically reserves its right to assert against any Party any claims or actions relating to the Property brought on behalf of the United States Environmental Protection Agency or a natural resource trustee. The releases provided in this paragraph shall not apply to any claim of a Party that arises specifically as a result of a third party claim asserted against any other Party as a result of the contamination identified in the SARA, or that may otherwise arise as a result of any claim or action relating to the Property brought on behalf of the United States Environmental Protection Agency or a natural resource trustee.

8. It is understood by the Parties that the GJCC located on the Property is a residential training facility for young people. In order to ensure that no harm or injury occurs to any of the U.S. Department of Labor Job Corps participants, the Parties agree that if any activities under the Work are to be conducted on or within one hundred (100) yards of the Property, the U.S. Department of Labor shall be given a minimum of fourteen (14) calendar days notice prior to the initiation of such activity. Such notice should be delivered to:

Mr. William A. Dakshaw, P.E.
Division of Facilities and Asset Management
Room N-4460
200 Constitution Avenue, NW
Washington, DC 20210
202-693-2867

And

Mr. Samuel Kalapo
Center Director, Gainesville JCC
5301 NE 40th Terrace
Gainesville, FL 32609
352-377-2555

Further, the U.S. Department of Labor shall be consulted on any drilling or digging activity that is necessary on the Property and may require the consultant to take measures to protect and safeguard Job Corps participants and take reasonable measures to adjust their activity where such activity may materially impair the security, health or use of the Gainesville facility and/or its participants or staff. All equipment and work sites must be secured and enclosed. All Investigative-Derived Waste shall be handled properly to ensure no damage or adverse impact to the Property.

9. If any dispute, claim, or difference arises in connection with this Agreement or the breach or invalidity thereof, the Parties shall attempt to resolve the issue by informal negotiations. If the Parties are unable to do so, they shall consider the use of mediation to facilitate the resolution of such dispute, claim, or difference.

10. The Effective Date of this Agreement shall be _____.

11. Unisys agrees to indemnify and hold harmless the United States against any and all past or future claims, asserted against the United States by any other entity with respect to the Work.

12. The Parties acknowledge and agree that the payments to be made by the United States and the payments and Work to be performed by Unisys and the City pursuant to this Agreement represent a good faith compromise of disputed claims and that the compromise represents a fair, reasonable, and equitable discharge for the matters addressed in this

Agreement. With regard to any claims for costs, damages or other claims against any Party for matters addressed in this Agreement, the Parties agree that each Party is entitled to, as of the effective date of this Agreement, contribution protection pursuant to section 113(f) of CERCLA, 42 U.S.C. § 9613(f), the Uniform Comparative Fault Act, and any other applicable provision of federal or state law, whether by statute or common law, extinguishing the Parties' liability to persons not party to this Agreement. Any rights the Parties may have to obtain contribution or otherwise recover costs or damages from persons not party to this Agreement are preserved.

13. Each of the Parties hereto warrants and represents that it has obtained any and all legal advice which such Party deemed necessary prior to entering into this Agreement.

14. No Party, or representative or counsel for any Party, has acted as counsel for any other Party with respect to such Party entering into this Agreement, and each Party represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Agreement. No Party or its representative shall act as legal counsel or the legal representative of any other Party, unless expressly retained by such Party for such purpose, and except for such express retention, no attorney/client relationship or fiduciary relationship is intended to be created between any Party's legal counsel and any other Party or its representative.

15. Miscellaneous:

a. No modification of this Agreement may be made unless made in writing and signed by duly authorized representatives of each Party, which writing states that it is a modification to this Agreement.

b. The failure of a Party to insist upon strict performance of any of the terms of this Agreement in any particular instance or to exercise any right herein conferred shall not be

construed as a waiver of such Party's right to assert or rely upon any such terms or rights in any other instance.

c. No voluntary assignment of this Agreement or any right or obligation under this Agreement shall be valid unless made with the prior written consent of the other Parties.

d. All notices required or permitted hereunder shall be given in writing and sent by (i) facsimile transmission, (ii) electronic mail, (iii) mailed postage prepaid by first class certified or registered mail, (iv) a nationally recognized express courier service, or (v) hand delivery, in each case to the representatives for the Parties as follows and to the representatives of the Department identified in paragraph 8:

City:	Marion J. Radson, Esquire Office of the City Attorney 200 E. University Ave. Suite 425 Gainesville, FL 32601
with a copy to:	William L. Pence, Esquire Baker & Hostetler LLP SunTrust Center, Suite 2300 200 South Orange Avenue Orlando, Florida 32801-3432
Unisys:	David T. Noble, Esquire Unisys Corporation Office of the General Counsel (MS S-4) Unisys Way Blue Bell, PA 19424
with a copy to:	Mr. Marty R. Howe Unisys Corporation (MS S-1) Unisys Way Blue Bell, PA 19424

U.S. Chief, Environmental Defense Section
c/o C. Scott Spear
United States Department of Justice
P.O. Box 23986
Washington, DC 20026-3896

with a copy to: Office of the Solicitor
U.S. Department of Labor
200 Constitution Avenue, Suite N-2101
Washington, DC 20210

Any notice, if mailed properly addressed, postage prepaid, shall be deemed made three (3) days after the date of mailing as indicated on the certified or registered mail receipt, or on the next business day if sent by express courier service or on the date of delivery or transmission if hand delivered or sent by electronic mail or facsimile transmission.

e. This Agreement constitutes the entire agreement among the Parties relating to the subject matter hereof and supersedes any previous agreements or other understandings, whether oral or written.

f. This Agreement can be executed in counterparts as if all signatures appeared on the same page of one document.

g. This Agreement shall be governed and interpreted in accordance with United States federal law.

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IN WITNESS WHEREOF, the Parties have caused this Agreement, effective as of the date provided at Paragraph 10 herein, to be executed by their duly authorized representatives.

CITY OF GAINESVILLE, FL

UNISYS CORPORATION

By: _____

By: _____

Name: _____

Name: Kevin D. Krueger _____

Title: _____

Title: Global Director, Environment,
Health, Safety and Security _____

Date: _____

Date: _____

UNITED STATES OF AMERICA

IGNACIA S. MORENO

Assistant Attorney General
Environmental and Natural Resources
Division

By: _____

Name: C. Scott Spear
Environmental Defense Section
United States Department of Justice
P. O. Box 23986
Washington, DC 20026-3986

Date: _____