



BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

Amendment to [check one or more boxes below]

- Add
- Substitute
- Remove
- Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? Yes No

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]

Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY: Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:

The current Applicant completed a transfer of the BCP site to the new Requestor who has assumed responsibility for implementing the BCP remedial program. Pursuant to the agreement between the parties, the new Requestor is to be added to the BCA as a volunteer, and the current Applicant wishes to remain a party to the BCA. The current Applicant will continue to have access to the BCP site, as evidenced in the attached letter.

Please refer to the attached instructions for guidance on filling out this application

Section I. Existing Agreement Information		
BCP SITE NAME: 145-65 Wolcott Street		BCP SITE NUMBER: C224256
NAME OF CURRENT APPLICANT(S): 145-65 Wolcott St. Realty Corp.		
INDEX NUMBER OF EXISTING AGREEMENT: C224256-01-18 DATE OF EXISTING AGREEMENT: 02/21/18		
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)		
NAME RED HOOK JV LLC		
ADDRESS 1805 Seventh Street, N.W., Suite 800		
CITY/TOWN Washington, D.C.		ZIP CODE 20001
PHONE (703) 801-4888	FAX	E-MAIL jdtgerber@gmail.com
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 		
NAME OF NEW REQUESTOR'S REPRESENTATIVE John D. Gerber		
ADDRESS 1805 Seventh Street, N.W., Suite 800		
CITY/TOWN Washington, D.C.		ZIP CODE 20001
PHONE (703) 801-4888	FAX	E-MAIL jdtgerber@gmail.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) P.W. Grosser Consulting, Inc.		
ADDRESS 630 Johnson Ave., Suite 7		
CITY/TOWN Bohemia, NY		ZIP CODE 11716
PHONE (631) 589-6353	FAX	E-MAIL johne@pwgrosser.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Lisa S. Goodwin, Esq.		
ADDRESS 2100 East Cary Street		
CITY/TOWN Richmond, VA		ZIP CODE 23223
PHONE (804) 771-9582	FAX	E-MAIL lgoodwin@hirschlerlaw.com
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Describe Requestor's Relationship to Existing Applicant: The Existing Applicant and Requestor are parties to a purchase and sale agreement for the BCP site.		

Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)

OWNER'S NAME (if different from requestor) Red Hook JV LLC

ADDRESS 1805 Seventh Street, N.W., Suite 800

CITY/TOWN Washington, D.C.

ZIP CODE 20001

PHONE (703) 801-4888

FAX

E-MAIL jdtgerber@gmail.com

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? Yes No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? Yes No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Yes No
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. Yes No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. Yes No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? Yes No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? Yes No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? Yes No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? Yes No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? Yes No
11. Are there any unregistered bulk storage tanks on-site which require registration? Yes No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken. See below*

Requestor's Relationship to Property (check one):

Prior Owner Current Owner Potential /Future Purchaser Other _____

If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached? Yes No

Note: a purchase contract does not suffice as proof of access.

Section V. Property description and description of changes/additions/reductions (if applicable)

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (TBL) (in existing agreement)

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

*** VOLUNTEER STATEMENT**

The applicant has no relationship to the party responsible for the contamination at the Property and any responsibility for the Property arises solely as a result of its new ownership. The applicant certifies that it has performed due diligence and has exercised appropriate care with respect to any waste at the Property.

Check appropriate boxes below:

Changes to metes and bounds description or TBL correction

Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

Approximate acreage added: _____

ADDITIONAL PARCELS:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

Reduction of property

Approximate acreage removed: _____

PARCELS REMOVED:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(8)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From ECL 27-1405(31):</p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (I) a percentage of the residential rental units in the affordable housing project to be dedicated to (II) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>	

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 145-65 Wolcott Street	BCP SITE NUMBER: C224256
NAME OF CURRENT APPLICANT(S): 145-65 Wolcott St. Realty Corp	
INDEX NUMBER OF EXISTING AGREEMENT: C224256-01-18	
EFFECTIVE DATE OF EXISTING AGREEMENT: 02/02/18	

Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

Statement of Certification and Signatures: New Requestor(s) (if applicable)
(Individual) I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: _____ Signature: _____ Print Name: _____
(Entity) I hereby affirm that I am (title <u>Managing Member</u>) of (entity <u>RED HOOK JV LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: <u>August 29, 2019</u> Signature:  Print Name: <u>John D. Gerber</u>

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am President (title) of 145-86 Wolcott St. Realty Corp (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Greg Iovine's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: August 29, 2019 Signature: 

Print Name: Greg Iovine

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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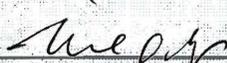
Effective Date of the Original Agreement: February 21, 2018

Signature by the Department:

DATED: December 31, 2019

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:


Michael J. Ryan, P.E., Director
Division of Environmental Remediation

SUBMITTAL INFORMATION:

Two (2) copies, one hard copy with original signatures and one electronic copy in Portable Document Format (PDF) must be sent to:

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____

LEAD OFFICE: _____

PROJECT MANAGER: _____

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through September 25, 2019.

Selected Entity Name: RED HOOK JV LLC

Selected Entity Status Information

Current Entity Name: RED HOOK JV LLC

DOS ID #: 5610424

Initial DOS Filing Date: AUGUST 26, 2019

County: NEW YORK

Jurisdiction: DELAWARE

Entity Type: FOREIGN LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O C T CORPORATION SYSTEM

28 LIBERTY STREET

NEW YORK, NEW YORK, 10005

Registered Agent

C T CORPORATION SYSTEM

28 LIBERTY STREET

NEW YORK, NEW YORK, 10005

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

CERTIFICATE OF AUTHORITY UNDER SEC. 805 OF THE LIMITED LIABILITY COMPANY LAW

ENTITY NAME: RED HOOK JV LLC

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOR LLC)

COUNTY: NEWY

FILED:08/26/2019 DURATION:***** CASH#:190826000343 FILM #:190826000313
DOS ID:5610424

FILER:

EXIST DATE

SPENCER C. FRIEDMAN, ESQ.
WINDELS MARS LANE & MITTENDORF
156 W 56TH ST.
NEW YORK, NY 10019

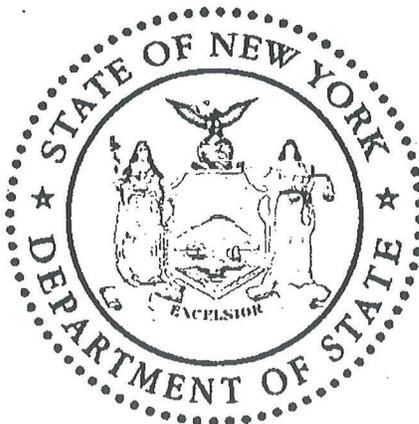
08/26/2019

ADDRESS FOR PROCESS:

C/O C T CORPORATION SYSTEM
28 LIBERTY STREET
NEW YORK, NY 10005

REGISTERED AGENT:

C T CORPORATION SYSTEM
28 LIBERTY STREET
NEW YORK, NY 10005



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: C T CORPORATION SYSTEM

SERVICE CODE: 07

FEES 285.00
FILING 250.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 25.00

PAYMENTS 285.00
CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 285.00
OPAL 0.00
REFUND 0.00

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on August 27, 2019.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

APPLICATION FOR AUTHORITY

190826000313

OF

Red Hook JV LLCUnder Section 802 of the Limited Liability Company LawFIRST: The name of the limited liability company is: Red Hook JV LLC

If the name does not contain a required word or abbreviation pursuant to Section 204 of the Limited Liability Company Law, the following word or abbreviation is added to the name for use in this state:

If the name of the limited liability company is unavailable, the fictitious name under which it will do business in New York is:

SECOND: The jurisdiction of organization of the limited liability company is: DelawareThe date of its organization is: June 4th, 2019

THIRD: The county within this state in which the office, or if more than one office, the principal office of the limited liability company is to be located is:

New York

FOURTH: The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The post office address within this state to which the secretary of state shall mail a copy of any process against him or her is:

c/o C T Corporation System, 28 Liberty Street, New York, New York 10005.

FIFTH: The name and street address within this state of the registered agent of the limited liability company upon whom and at which process against the limited liability company can be served is:

C T Corporation System, 28 Liberty Street, New York, New York 10005.

SIXTH: The address of the office required to be maintained in the jurisdiction of formation by the laws of that jurisdiction or, if not so required, the address of the principal office of the limited liability company is:

Corporation Trust Center, 1209 Orange StreetWilmington, Delaware 19801

SEVENTH: The limited liability company is in existence in its jurisdiction of formation at the time of the filing of this application.

EIGHTH: (Complete the applicable statement)



The name and address of the authorized officer in the jurisdiction of formation where a copy of the articles of organization of the limited liability company is filed is (e.g. Secretary of State):

Delaware Secretary of State, Division of Corporations, John G Townsend Bldg.,

401 Federal Street, Suite 4, Doves, Delaware, 19901



No public filing of the limited liability company's articles of organization is required by the laws of the jurisdiction of formation. The limited liability company shall provide, upon request, a copy thereof with all amendments thereof. The name and post office address of the person responsible for providing such copies is:

/s/ Robert A. Rossi, Esq.

Name: Robert A. Rossi, Esq.

Title: Authorized Person

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RED HOOK JV LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF AUGUST, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



7451177 8300

SR# 20196685084

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203464978

Date: 08-23-19

313

CT - 07

Application for Authority

100

STATE OF NEW YORK
DEPARTMENT OF STATE

of

FILED AUG 26 2019

Red Hook JV LLC

TAX \$ _____

(Entity Name)

BY: MAP

Under Section 802 of the Limited Liability Company Law

2019 AUG 26 PM 2:58

Filed by:

Spencer C. Friedman, Esq.

(Name)

Windels Marx Lane & Mittendorf, 156 W 56th St.

(Mailing address)

New York, New York, 10019

(City, State and ZIP code)

RECEIVED

2019 AUG 26 PM 12:14

CUST REF 12094339 CS
DRAWDOWN

343

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF MANAGERS OF
FOUR POINTS MANAGER, LLC**

Effective as of August 28, 2019

The undersigned, being all of the members (collectively, the “**Managers**”) of the Board of Managers of Four Points Manager, LLC, a Virginia limited liability company (the “**Company**”), hereby consent in writing to the adoption of the following resolutions without the holding of a meeting, such resolutions to have the same force and effect as if duly adopted at a meeting of the Board of Managers which was duly called and held in accordance with the Restated Operating Agreement of the Company dated as of January 18, 2016 (as amended, the “**Operating Agreement**”) and at which all of the Managers were present and acting throughout:

WHEREAS, the Company is the manager of Four Points, LLC, a Virginia limited liability company (“**FP**”); and

WHEREAS, FP has entered into Agreement of Purchase and Sale, dated as of December 4, 2018, as amended by a First Amendment to Agreement of Sale dated December 28, 2018, and a Second Amendment to Agreement of Sale January 31, 2019 (collectively with the Third Amendment (defined below), the “**Purchase Agreement**”), between 145-65 WOLCOTT ST. REALTY CORP., a New York corporation (“**Seller**”), as seller, and FP as purchaser, with respect to various parcels of real property and other assets, all as more specifically detailed therein, including that certain parcel of real property located at 63-79 Ferris Street a/k/a 168-190 Dikeman Street a/k/a 145-179 Wolcott Street, Brooklyn, New York (Block 574, Lot 1), 184 Conover Street a/k/a 135-143 Wolcott Street, Brooklyn, New York (Block 574, Lot 23), and 186-196 Conover Street, Brooklyn, New York (Block 574, Lot 24), and other assets related thereto (collectively, the “**Property**”, as more specifically defined in the Purchase Agreement); and

WHEREAS, pursuant to an Assignment and Assumption of Agreement dated as of June 28, 2019, FP assigned all of its right, title and interest in and to the Purchase Agreement to Red Hook JV LLC, a Delaware limited liability company (“**Red Hook JV**”), as purchaser, and thereafter, Red Hook JV and Seller entered into a Third Amendment to Agreement of Sale dated July 1, 2019 (“**Third Amendment**”); and

WHEREAS, FP and Red Hook OZ, LLC, a Delaware limited liability company (“**Red Hook OZ**”) caused the formation of Red Hook JV and entered into a Limited Liability Company Agreement for Red Hook JV, dated as of June 7, 2019 (as amended, the “**Original LLC Agreement**”); and

WHEREAS, FP caused the formation of FP Red Hook, LLC, a Delaware limited liability company (“**FP Red Hook**”) and assigned all of its membership interest in Red Hook JV to FP Red Hook pursuant to an Assignment and Assumption of Membership Interest; and

WHEREAS, FP Red Hook and Red Hook OZ entered into an Amended and Restated Limited Liability Company Agreement for Red Hook JV, dated on or about the date hereof (“**A&R LLC Agreement**”), which amends and restates in its entirety the Original LLC Agreement, and

pursuant to which FP Red Hook now owns a 10% membership interest and serves as the manager of Red Hook JV; and

WHEREAS, the Company is the manager of FP Red Hook; and

WHEREAS, the Managers desire to authorize and empower the Company, in its capacity as the manager of FP Red Hook, for itself and in its capacity as the manager of Red Hook JV, to execute and deliver and/or cause to be executed and delivered any and all deeds, affidavits, closing statements, escrow agreements, indemnification agreements, assignments and any other document or instruments whatsoever which in the opinion of the Company, are necessary, desirable or appropriate for FP Red Hook and/or Red Hook JV to execute and deliver in connection with the closing of the acquisition of the Property pursuant to the Purchase Agreement (the “**Acquisition**”);

NOW THEREFORE BE IT RESOLVED, that the Managers hereby ratify and approve and confirm all documents and actions heretofore executed or taken (a) by the Company in its capacity as the (i) manager of FP, and (ii) manager of FP Red Hook, for itself and in its capacity as the manager of Red Hook JV, and (b) by or on behalf of Red Hook JV, FP Red Hook and/or FP, in relation to the Acquisition, including, without limitation, the Purchase Agreement, the assignment thereof to Red Hook JV, the Original LLC Agreement, and A&R LLC Agreement and various assignments; and

BE IT RESOLVED FURTHER, that the Managers hereby authorize and empower the Company, in its capacity as the (i) manager of FP, and (ii) manager of FP Red Hook, for itself and in its capacity as the manager of Red Hook JV, to cause the Acquisition Documents to be executed and delivered by or on behalf of Red Hook JV, and hereby ratify and approve all documents heretofore or hereafter executed by (a) the Company, in the foregoing capacities, and on its own behalf, or (b) by or on behalf of FP, FP Red Hook or Red Hook JV, including, but not limited to the Purchase Agreement, the assignment thereof to Red Hook JV, the Original LLC Agreement, the A&R LLC Agreement, any and all assignments, affidavits, deeds, closing statements, escrow agreements, indemnification agreements, disbursement requests, and any other documents or instruments whatsoever which in the opinion of the Company, are necessary, desirable or appropriate for FP, FP Red Hook and/or Red Hook JV, to execute and deliver in connection with the closing of the Acquisition; and

BE IT RESOLVED FURTHER, that the following person has been duly qualified and is authorized on behalf of the Company, in its capacity as the (i) manager of FP, and (ii) manager of FP Red Hook, for itself and in its capacity as the manager of Red Hook JV, to execute and deliver any and all assignments, affidavits, deeds, closing statements, escrow agreements, indemnification agreements, disbursement requests, and any other documents or instruments associated with the Acquisition:

<u>Name</u>	<u>Title</u>
John D. Gerber	Managing Member

BE IT RESOLVED FURTHER, that any number of counterparts hereof may be executed, each of which shall for all purposes be deemed an original and all of which when taken

together shall constitute the same document. In addition, facsimile or electronic delivery of this Unanimous Written Consent of the Board of Managers of the Company shall constitute valid delivery for all purposes.

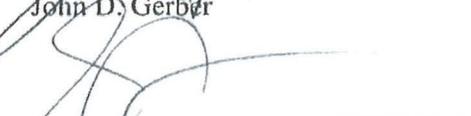
[END OF TEXT – SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of the Board of Managers to be effective as of the date first above written.

MANAGERS:



John D. Gerber



Stan Voudrie

Thomas Bourdeaux



Danny Loeffelholz

Geoffrey Baker

11489159.1 042017.00010

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of the Board of Managers to be effective as of the date first above written.

MANAGERS:

John D. Gerber

Stan Voudrie



Thomas Bourdeaux

Danny Loeffelholz

Geoffrey Baker

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MANAGERS:

John D. Gerber

Stan Voudrie

Thomas Bourdeaux

Danny Loeffelholz



Geoffrey Baker

RED HOOK JV LLC
1805 7th Street, NW Suite 800
Washington, DC 20001

October 4, 2019

Please allow this letter to confirm that Red Hook JV LLC (the "Owner"), hereby authorizes the prior owner, 145-165 Wolcott St. Realty Corp (the "Prior Owner"), as well as Prior Owner's agents, contractors and consultants, to access the real property known as 63-79 Ferris Street a/k/a 168-190 Dikeman Street a/k/a 145-179 Wolcott Street, Brooklyn, New York (Block 574, Lot 1), 184 Conover Street a/k/a 135-143 Wolcott Street, Brooklyn, New York (Block 574, Lot 23), and 186-196 Conover Street, Brooklyn, New York (Block 574, Lot 24) (collectively the "BCP Site") to perform any and all obligations under the New York State Department of Environmental Conservation's ("NYSDEC") Brownfield Cleanup Program ("BCP").

Prior Owner must provide Owner reasonable prior notice, defined as three business days, before Prior Owner, its agents, contractors and consultants access the BCP Site. Owner has the right to have a representative present when the Prior Owner, its agents, contractors and consultants access the BCP Site.

Prior Owner, any party claiming through Prior Owner, and the NYSDEC, may rely upon a facsimile and/or email or electronically executed copy of this letter on the same basis as if containing an original signature hereon.

Sincerely,

Red Hook JV LLC

By: FP Red Hook, LLC

By: FP Red Hook Manager, LLC

By: Four Points Manager, LLC


Managing Member

ASSIGNMENT AND ASSUMPTION OF BCP REMEDIAL WORK

ASSIGNMENT, ASSUMPTION AND INDEMNIFICATION AGREEMENT made as of this 29th day of August, 2019 (this "Assignment") between **145-65 WOLCOTT ST. REALTY CORP.**, a New York corporation, having an address at c/o Pryor Cashman LLP, 7 Times Square, New York, New York 10036, Attn: Joseph L. Brasile, Esq. (hereinafter called "Assignor") and **RED HOOK JV LLC**, a Delaware limited liability company, having an address at 1805 Seventh Street, N.W., Suite 800, Washington, District of Columbia, 20001 (hereinafter called "Assignee").

RECITATIONS

WHEREAS, by deed (the "Deed") of even date herewith, Assignor has transferred to Assignee the premises described in the Deed (the "Premises"); and

WHEREAS, the terms and provisions of the Agreement of Sale, dated December 4, 2018, by and between Assignor, as seller, and FOUR POINTS, LLC, a Virginia limited liability company ("Four Points"), as purchaser, as amended by that certain First Amendment to Agreement of Sale dated December 28, 2018, that certain Second Amendment to Agreement of Sale dated January 31, 2019, and that certain Third Amendment to Agreement of Sale dated July 1, 2019, and as assigned by Four Points to Assignee pursuant to that certain Assignment and Assumption of Agreement dated June 28, 2019 (collectively, the "Agreement") require, among other things, that Assignor transfer and assign to Assignee the BCP Remedial Work (as defined in the Agreement) and that Assignee assume the BCP Remedial Work and provide the indemnity as hereinafter set forth.

AGREEMENT

ASSIGNMENT OF BCP REMEDIAL WORK

Assignor hereby transfers and assigns to Assignee the BCP Remedial Work.

ASSIGNEE ACCEPTANCE AND INDEMNITY.

Assignee hereby (i) accepts the assignment made above in this Assignment and (ii) fully and unconditionally assumes all of the duties, obligations and liabilities with respect to the BCP Remedial Work, including, without limitation, all of the duties, obligations and liabilities under the Brownfield Cleanup Agreement (as defined in the Agreement). In furtherance thereof, promptly following the date hereof, Assignee shall use its best efforts to be **added** as a Volunteer (as defined in ECL 27-1405(1)(b)) under the Brownfield Cleanup Agreement. For the avoidance of doubt, Assignor shall remain a Volunteer under the Brownfield Cleanup Agreement and in no event shall Assignee take any actions or cause others to take any action which has the effect or would have the effect of Assignor no longer being a Volunteer under the Brownfield Cleanup Agreement (jointly with Assignee). Notwithstanding the foregoing, as between Assignor and Assignee, Assignee shall be solely responsible, at its sole cost and expense, to: (a) perform and

complete all BCP Remedial Work and (b) obtain the Certificate of Completion (as defined in the Agreement).

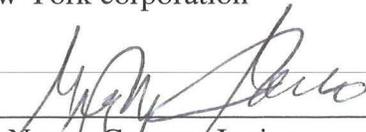
Assignee hereby irrevocably waives all such contractual, statutory or common law rights and/or remedies against Assignor for any Environmental Claims (as defined in the Agreement) and Environmental Liabilities (as defined in the Agreement). Assignee hereby further: (i) releases and discharges Seller Related Parties (as defined in the Agreement) from any and all Environmental Claims and Environmental Liabilities and (ii) agrees to indemnify, defend, save and hold Seller Related Parties harmless from and against any and all Environmental Claims and Environmental Liabilities, ~~Assignee's failure to perform its obligations under the Brownfield Cleanup Agreement, and any improper and/or defective work or remediation performed as part of the BCP Remedial Work conducted by or on behalf of Assignee.~~ Assignor agrees to indemnify, defend, save and hold Purchaser, Assignee, and each of their direct and indirect shareholders, officers, directors, partners, principals, members, employees, agents, contractors, attorneys, accountants, consultants and any successors or assigns of the foregoing, harmless from and against any improper and/or defective work or remediation performed or conducted by or on behalf of Assignor prior to entering into this Agreement as part of the BCP Remedial Work.

(balance of page shall be intentionally blank)

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

145-65 WOLCOTT ST. REALTY CORP.,
a New York corporation

By: 
Name: Gregory Iovine
Title: President

ASSIGNEE:

RED HOOK JV LLC,
a Delaware limited liability company

By: FP Red Hook, LLC, its Manager

By: FP Red Hook Manager, LLC, its Manager

By: Four Points Manager, LLC, its Manager

By: _____
Name: John D. Gerber
Title: Managing Member

[Signature Page - Assignment and Assumption of BCP Remedial Work]

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145-65 WOLCOTT ST. REALTY CORP.,
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By: _____
Name: Gregory Iovine
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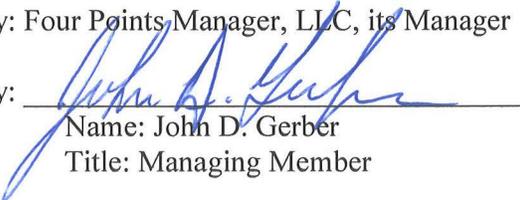
ASSIGNEE:

RED HOOK JV LLC,
a Delaware limited liability company

By: FP Red Hook, LLC, its Manager

By: FP Red Hook Manager, LLC, its Manager

By: Four Points Manager, LLC, its Manager

By:  _____
Name: John D. Gerber
Title: Managing Member

[Signature Page - Assignment and Assumption of BCP Remedial Work]