

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Office of the Director
625 Broadway, 12th Floor, Albany, New York 12233-7011
P: (518) 402-9706 | F: (518) 402-9020
www.dec.ny.gov

April 22, 2022

Hamilton Green I Partners LLC
Katherine Macol
1427 Fairfield Beach Road
Fairfield, CT 06824

RE: Site Name: WP Mall Cleaners
Site No.: C360221
Location of Site: 250 Hamilton Avenue
Westchester County, White Plains, NY 10601

Dear Katherine Macol:

To complete your file, attached is a fully executed copy of the Brownfield Cleanup Agreement for the WP Mall Cleaners site.

If you have any further questions relating to this matter, please contact the project attorney for this site, Kieran McCarthy, Esq., NYS Department of Environmental Conservation, Office of General Counsel, 625 Broadway, Albany, NY 12233-1500 or by email at kieran.mccarthy@dec.ny.gov.

Sincerely,

Susan Edwards

Susan Edwards, P.E.
Acting Director
Division of Environmental Remediation

Enclosure

ec: Greta White, Project Manager

cc: Kieran McCarthy, Esq.
Jennifer Andaloro, Esq./Dale Thiel

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL §27-1401 *et seq.*

In the Matter of a Remedial Program for

**BROWNFIELD SITE
CLEANUP AGREEMENT
Index No. C360221-03-22**

WP Mall Cleaners & Gas Station Site

DEC Site No: C360221

Located at: 250 Hamilton Avenue
Westchester County
White Plains, NY 10601

Hereinafter referred to as "Site"

by:

Hamilton Green I Partners LLC
1427 Fairfield Beach Road, Fairfield, CT 06824

Hereinafter referred to as "Applicant"

WHEREAS, the Department of Environmental Conservation ("Department") is authorized to administer the Brownfield Cleanup Program ("BCP") set forth in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

WHEREAS, the Applicant submitted an application received by the Department on October 4, 2021; and

WHEREAS, the Department has determined that the Site and Applicant are eligible to participate in the BCP.

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Applicant Status

The Applicant, Hamilton Green I Partners LLC, is participating in the BCP as a Volunteer as defined in ECL 27-1405(1)(b).

II. Tangible Property Tax Credit Status

The Site is not located in a City having a population of one million or more. It is therefore presumed that the Site is eligible for tangible property tax credits.

III. Real Property

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately 1.808 acres, a Map of which is attached as Exhibit "A", and is described as follows:

Tax Map/Parcel No.: 125.67-5-1.1

Street Number: 250 Hamilton Avenue, White Plains
Owner: W.P. Mall Realty, LLC

IV. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

1. Communication from Applicant shall be sent to:

Greta White, P.G.
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233
greta.white@dec.ny.gov

Note: one hard copy (unbound) of work plans and reports is required, as well as one electronic copy.

Christine Vooris (electronic copy only)
New York State Department of Health
Bureau of Environmental Exposure Investigation
Empire State Plaza
Corning Tower Room 1787
Albany, NY 12237
christine.vooris@health.ny.gov

Kieran McCarthy, Esq. (correspondence only)
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233
kieran.mccarthy@dec.ny.gov

2. Communication from the Department to Applicant shall be sent to:

Hamilton Green I Partners LLC
Attn: Katherine Macol
1427 Fairfield Beach Road
Fairfield, CT 06824
kblouse2@gmail.com

B. The Department and Applicant reserve the right to designate additional or different addressees for communication on written notice to the other. Additionally, the Department reserves the right to request that the Applicant provide more than one paper copy of any work plan or report.

C. Each party shall notify the other within ninety (90) days after any change in the addresses listed in this paragraph or in Paragraph III.

V. Miscellaneous

A. Applicant acknowledges that it has read, understands, and agrees to abide by all the terms set forth in Appendix A - "Standard Clauses for All New York State Brownfield Site Cleanup Agreements" which is attached to and hereby made a part of this Agreement as if set forth fully herein.

B. In the event of a conflict between the terms of this BCA (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the terms of this BCA shall control.

C. The effective date of this Agreement is the date it is signed by the Commissioner or the Commissioner's designee.

DATED: 4/22/2022

THIS BROWNFIELD CLEANUP AGREEMENT IS
HEREBY APPROVED, Acting by and Through the
Department of Environmental Conservation as Designee
of the Commissioner,

By: *Susan Edwards*

Susan Edwards, P.E., Acting Director
Division of Environmental Remediation

CONSENT BY APPLICANT

Applicant hereby consents to the issuing and entering of this Agreement, and agrees to be bound by this Agreement.

Hamilton Green I Partners LLC

By: [Signature]

Title: Member

Date: 3/28/2022

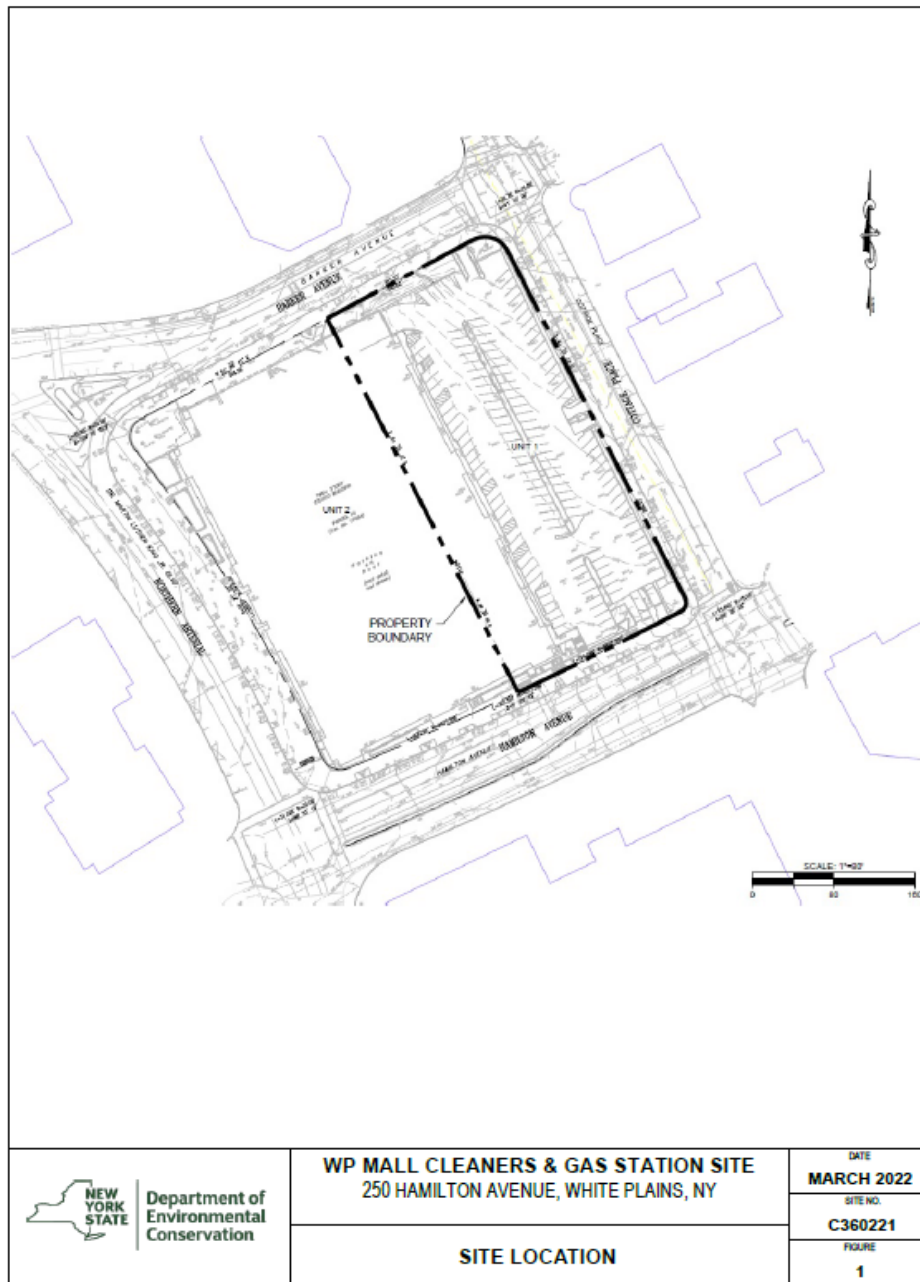
STATE OF NEW YORK)
) ss:
COUNTY OF Westchester

On the 28th day of March in the year 2022, before me, the undersigned, personally appeared Kathleen Maert, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Signature and Office of individual
taking acknowledgment

JANINE C. FEVOLA
Notary Public, State of New York
No. 01FE6186788
Qualified in Westchester County
Commission Expires February 1, 2024

EXHIBIT A SITE MAP



APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE BROWNFIELD SITE CLEANUP AGREEMENTS

The parties to the Brownfield Site Cleanup Agreement (hereinafter "BCA" or "Agreement") agree to be bound by the following clauses which are hereby made a part of the BCA. The word "Applicant" herein refers to any party to the Agreement, other than the New York State Department of Environmental Conservation (herein after "Department").

I. Citizen Participation Plan

Within twenty (20) days after the effective date of this Agreement, Applicant shall submit for review and approval a written citizen participation plan prepared in accordance with the requirements of Environmental Conservation Law (ECL) § 27-1417 and 6 NYCRR §§ 375-1.10 and 375-3.10. Upon approval, the Citizen Participation Plan shall be deemed to be incorporated into and made a part of this Agreement.

II. Development, Performance, and Reporting of Work Plans

A. Work Plan Requirements

The work plans ("Work Plan" or "Work Plans") under this Agreement shall be prepared and implemented in accordance with the requirements of ECL Article 27, Title 14, 6 NYCRR §§ 375-1.6(a) and 375-3.6, and all applicable laws, rules, regulations, and guidance documents. The Work Plans shall be captioned as follows:

1. "Remedial Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination within the boundaries of the Site and, if the Applicant is a "Participant", the extent of contamination emanating from such Site. If the Applicant is a "Volunteer" it shall perform a qualitative exposure assessment of the contamination emanating from the Site in accordance with ECL § 27-1415(2)(b) and Department guidance;

2. "Remedial Work Plan" if the Work Plan provides for the development and implementation of a Remedial Program for contamination within the boundaries of the Site and, if the Applicant is a "Participant", the contamination that has emanated from such Site;

3. "IRM Work Plan" if the Work Plan provides for an interim remedial measure; or

4. "Site Management Plan" if the Work Plan provides for the identification and implementation of institutional and/or engineering controls as well as any necessary monitoring and/or operation and maintenance of the remedy.

5. "Supplemental" if additional work plans other than those set forth in II.A.1-4 are required to be prepared and implemented.

B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Agreement shall be submitted no later than thirty (30) days after the effective date of this Agreement. Thereafter, the Applicant shall submit such other and additional work plans as determined in a schedule to be approved by the Department.

2. Any proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities to be conducted in accordance with current guidance, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. The Department shall use best efforts in accordance with 6 NYCRR § 375-3.6(b) to approve, modify, or reject a proposed Work Plan within forty-five (45) days from its receipt or within fifteen (15) days from the close of the comment period, if applicable, whichever is later.

i. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be deemed to be incorporated into and made a part of this Agreement and shall be implemented in accordance with the schedule contained therein. All work undertaken as part of a remedial program for a Site must be detailed in a department-approved Work Plan or a submittal approved in form and content by the Department.

ii. If the Department requires modification of a Work Plan, the reason for such modification shall be provided in writing and the provisions of 6 NYCRR § 375-1.6(d)(3) shall apply.

iii. If the Department disapproves a Work Plan, the reason for such disapproval shall be provided in writing and the provisions of 6 NYCRR § 375-1.6(d)(4) shall apply.

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

C. Submission of Final Reports

1. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Report for an Investigation Work Plan prepared in accordance with ECL § 27-1411(1) and 6 NYCRR § 375-1.6. If such Final Report concludes that no remediation is necessary, and the Site does not meet the requirements for Track 1, Applicant shall submit an Alternatives Analysis prepared in accordance with ECL § 27-1413 and 6 NYCRR § 375-3.8(f) that supports such determination.

2. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Engineering Report certifying that remediation of the Site has been performed in accordance with the requirements of ECL §§ 27-1419(1) and (2) and 6 NYCRR § 375-1.6. The Department shall review such Report, the submittals made pursuant to this Agreement, and any other relevant information regarding the Site and make a determination as to whether the goals of the remedial program have been or will be achieved in accordance with established timeframes; if so, a written Certificate of Completion will be issued in accordance with ECL § 27-1419, 6 NYCRR §§ 375-1.9 and 375-3.9.

3. Within sixty (60) days of the Department's approval of a Final Report, Applicant shall submit such additional Work Plans as it proposes to implement. In addition, Applicant shall include with every report submitted to the Department a schedule for the submission of any subsequent work plan required to meet the requirements of ECL Article 27 Title 14. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Applicant, result in the termination of this Agreement pursuant to Paragraph XII.

D. Review of Submittals other than Work Plans

1. The Department shall timely notify Applicant in writing of its approval or disapproval of each submittal other than a Work Plan in accordance with 6 NYCRR § 375-1.6. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. If the Department disapproves a submittal covered by this Subparagraph, it shall specify the reason for its disapproval and may request Applicant to modify or expand the submittal. Within fifteen (15) days after receiving written notice that Applicant's submittal has been disapproved, Applicant shall elect in writing to either (i) modify or expand it within thirty (30) days of receipt of the written notice of disapproval; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Paragraph XII. If Applicant submits a revised submittal and it is disapproved, the Department and Applicant may pursue whatever remedies may be available under this Agreement or under law. All work undertaken as part of a remedial program, including work undertaken pursuant to submittals other than Work Plans, must be approved by the department prior to implementation by the Applicant.

E. Department's Determination of Need for Remediation

The Department shall determine upon its approval of each Final Report dealing with the investigation of the Site whether remediation, or additional remediation as the case may be, is needed for protection of public health and the environment.

1. If the Department makes a preliminary determination that remediation, or additional remediation, is not needed for protection of public health and the environment, the Department shall notify the public of such determination and seek public comment in accordance with ECL § 27-1417(3)(f). The Department shall provide timely notification to the Applicant of its final determination following the close of the public comment period.

2. If the Department determines that additional remediation is not needed and such

determination is based upon use restrictions, Applicant shall cause to be recorded an Environmental Easement in accordance with 6 NYCRR § 375-1.8(h).

3. If the Department determines that remediation, or additional remediation, is needed, Applicant may elect to submit for review and approval a proposed Remedial Work Plan (or modify an existing Work Plan for the Site) for a remedy selected upon due consideration of the factors set forth in ECL § 27-1415(3) and 6 NYCRR § 375-1.8(f). A proposed Remedial Work Plan addressing the Site's remediation will be noticed for public comment in accordance with ECL § 27-1417(3)(f) and the Citizen Participation Plan developed pursuant to this Agreement. If the Department determines following the close of the public comment period that modifications to the proposed Remedial Work Plan are needed, Applicant agrees to negotiate appropriate modifications to such Work Plan. If Applicant elects not to develop a Work Plan under this Subparagraph then this Agreement shall terminate in accordance with Paragraph XII. If the Applicant elects to develop a Work Plan, then it will be reviewed in accordance with Paragraph II.D above.

F. Institutional/Engineering Control Certification

In the event that the remedy for the Site, if any, or any Work Plan for the Site, requires institutional or engineering controls, Applicant shall submit a written certification in accordance with 6 NYCRR §§ 375-1.8(h)(3) and 375-3.8(h)(2).

III. Enforcement

Except as provided in Paragraph V, this Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Applicant shall not suffer any penalty except as provided in Paragraph V, or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement as a result of a Force Majeure Event as described at 6 NYCRR § 375-1.5(b)(4) provided Applicant complies with the requirements set forth therein.

IV. Entry upon Site

A. Applicant hereby agrees to provide access to the Site and to all relevant information

regarding activities at the Site in accordance with the provisions of ECL § 27-1431. Applicant agrees to provide the Department upon request with proof of access if it is not the owner of the Site.

B. The Department shall have the right to periodically inspect the Site to ensure that the use of the property complies with the terms and conditions of this Agreement. The Department will generally conduct such inspections during business hours, but retains the right to inspect at any time.

C. Failure to provide access as provided for under this Paragraph may result in termination of this Agreement pursuant to Paragraph XII.

V. Payment of State Costs (Applicable only to Applicants with Participant Status)

A. Within forty-five (45) days after receipt of an itemized invoice from the Department, Applicant shall pay to the Department a sum of money which shall represent reimbursement for State Costs as provided by 6 NYCRR § 375-1.5 (b)(3)(i).

B. Costs shall be documented as provided by 6 NYCRR § 375-1.5(b)(3)(ii). The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C. Each such payment shall be made payable to the "Commissioner of NYSDEC" and shall be sent to:

Division of Management and Budget
New York State Department of Environmental
Conservation
625 Broadway, 10th Floor
Albany, New York 12233-4900

D. Each party shall provide written notification to the other within ninety (90) days of any change in the foregoing addresses.

E. If Applicant objects to any invoiced costs under this Agreement, the provisions of 6 NYCRR §§ 375-1.5 (b)(3)(v) and (vi) shall apply. Objections shall be sent to the Department as provided under subparagraph V.C above.

F. In the event of non-payment of any invoice within the 45 days provided herein, the Department may seek enforcement of this provision pursuant to Paragraph III or the Department may commence an enforcement action for non-compliance with ECL § 27-1409(2) and ECL § 71-4003.

VI. Liability Limitation

Subsequent to the issuance of a Certificate of Completion pursuant to this Agreement, Applicant shall be entitled to the Liability Limitation set forth at ECL § 27-1421, subject to the terms and conditions stated therein and to the provisions of 6 NYCRR §§ 375-1.9 and 375-3.9.

VII. Reservation of Rights

A. Except as provided in Subparagraph VII.B, Applicant reserves all rights and defenses under applicable law to contest, defend against, dispute, or disprove any action, proceeding, allegation, assertion, determination, or order of the Department, including any assertion of remedial liability by the Department against Applicant, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Applicant's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or violation of law by Applicant, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

B. Notwithstanding the foregoing, Applicant hereby waives any right it may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site and releases the State and the New York Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that Applicant may have as a result of Applicant's entering into or fulfilling the terms of this Agreement.

VIII. Indemnification

Applicant shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless from any claim, suit, action, and cost of every name

and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Applicant prior to the Termination Date except for those claims, suits, actions, and costs arising from the State's gross negligence or willful or intentional misconduct by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. In the event that the Applicant is a Participant, this provision shall also include the Trustee of the State's Natural Resources. The Department shall provide Applicant with written notice no less than thirty (30) days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

IX. Change of Use

Applicant shall notify the Department at least sixty (60) days in advance of any change of use, as defined in ECL § 27-1425, which is proposed for the Site, in accordance with the provisions of 6 NYCRR § 375-1.11(d). In the event the Department determines that the proposed change of use is prohibited, the Department shall notify Applicant of such determination within forty-five (45) days of receipt of such notice.

X. Environmental Easement

A. Within thirty (30) days after the Department's approval of a Remedial Work Plan which relies upon one or more institutional and/or engineering controls, or within sixty (60) days after the Department's determination pursuant to Subparagraph II.E.2 that additional remediation is not needed based upon use restrictions, Applicant shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36 and 6 NYCRR § 375-1.8(h)(2). Applicant shall cause such instrument to be recorded with the recording officer for the county in which the Site is located within thirty (30) days after the Department's approval of such instrument. Applicant shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy within thirty (30) days of such recording (or such longer period of time as may be required to obtain a certified copy provided Applicant advises the Department of the status of its efforts to obtain same within such thirty (30) day period), which shall be deemed to be incorporated into this Agreement.

B. Applicant or the owner of the Site may petition the Department to modify or extinguish the Environmental Easement filed pursuant to this Agreement at such time as it can certify that the Site is protective of public health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer or Qualified Environmental Professional as defined at 6 NYCRR § 375-1.2(ak) approved by the Department. The Department will not unreasonably withhold its consent.

XI. Progress Reports

Applicant shall submit a written progress report of its actions under this Agreement to the parties identified in Subparagraph III.A.1 of the Agreement by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Applicant in connection with this Site, whether under this Agreement or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion; unresolved delays encountered or anticipated that may affect the future schedule and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

XII. Termination of Agreement

Applicant or the Department may terminate this Agreement consistent with the provisions of 6 NYCRR §§ 375-3.5(b), (c), and (d) by providing written notification to the parties listed in Paragraph IV of the Agreement.

XIII. Dispute Resolution

A. In the event disputes arise under this Agreement, Applicant may, within fifteen (15) days after Applicant knew or should have known

of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR § 375-1.5(b)(2).

B. All cost incurred by the Department associated with dispute resolution are State costs subject to reimbursement pursuant to Paragraph V of Appendix A of this Agreement, if applicable.

C. Notwithstanding any other rights otherwise authorized in law or equity, any disputes pursuant to this Agreement shall be limited to Departmental decisions on remedial activities. In no event shall such dispute authorize a challenge to the applicable statute or regulation.

XIV. Miscellaneous

A. If the information provided and any certifications made by Applicant are not materially accurate and complete, this Agreement, except with respect to Applicant's obligations pursuant to Paragraphs V, if applicable, and VII.B, and VIII, shall be null and void ab initio fifteen (15) days after the Department's notification of such inaccuracy or incompleteness or fifteen (15) days after issuance of a final decision resolving a dispute pursuant to Paragraph XIII, whichever is later, unless Applicant submits information within that fifteen (15) day time period indicating that the information provided and the certifications made were materially accurate and complete. In the event this Agreement is rendered null and void, any Certificate of Completion and/or Liability Limitation that may have been issued or may have arisen under this Agreement shall also be null and void ab initio, and the Department shall reserve all rights that it may have under law.

B. By entering into this Agreement, Applicant agrees to comply with and be bound by the provisions of 6 NYCRR §§ 375-1, 375-3 and 375-6; the provisions of such subparts that are referenced herein are referenced for clarity and convenience only and the failure of this Agreement to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Agreement.

C. The Department may exempt Applicant from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Agreement in accordance with 6 NYCRR §§ 375-1.12(b), (c), and (d).

D. 1. Applicant shall use "best efforts" to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Applicant's obligations under this Agreement, including all Department-approved Work Plans and the schedules contained therein. If, despite Applicant's best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Applicant shall promptly notify the Department and include a summary of the steps taken. The Department may, as it deems appropriate and within its authority, assist Applicant in obtaining same.

2. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Applicant to modify the Work Plan pursuant to 6 NYCRR § 375-1.6(d)(3) to reflect changes necessitated by Applicant's inability to obtain such interest.

E. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Agreement.

F. 1. The terms of this Agreement shall constitute the complete and entire agreement between the Department and Applicant concerning the implementation of the activities required by this Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Applicant of its obligation to obtain such formal approvals as may be required by this Agreement. In the event of a conflict between the terms of this Agreement and any Work Plan submitted pursuant to this Agreement, the terms of this Agreement shall control over the terms of the Work Plan(s). Applicant consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Agreement.

2. i. Except as set forth herein, if Applicant desires that any provision of this Agreement be changed, Applicant shall make timely written application to the Commissioner

with copies to the parties in Subparagraph IV.A.1 of the Agreement.

ii. If Applicant seeks to modify an approved Work Plan, a written request shall be made to the Department's project manager, with copies to the parties listed in Subparagraph IV.A.1 of the Agreement.

iii. Requests for a change to a time frame set forth in this Agreement shall be made in writing to the Department's project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Applicant promptly.

G. 1. If there are multiple parties signing this Agreement, the term "Applicant" shall be read in the plural, the obligations of each such party under this Agreement are joint and several, and the insolvency of or failure by any Applicant to implement any obligations under this Agreement shall not affect the obligations of the remaining Applicant(s) under this Agreement.

2. If Applicant is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Agreement are joint and several and the insolvency or failure of any general partner to implement any obligations under this Agreement shall not affect the obligations of the remaining partner(s) under this Agreement.

3. Notwithstanding the foregoing Subparagraphs XIV.G.1 and 2, if multiple parties sign this Agreement as Applicants but not all of the signing parties elect to implement a Work Plan, all Applicants are jointly and severally liable for each and every obligation under this Agreement through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Applicants electing to perform additional work shall be jointly and severally liable under this Agreement for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Agreement relative to the activities set forth in such Work Plan(s). Further, only those Applicants electing to implement such additional Work Plan(s) shall be eligible to receive the Liability Limitation referenced in Paragraph VI.

4. Any change to parties pursuant to this Agreement, including successors and assigns through acquisition of title, is subject to approval by the Department, after submittal of an application acceptable to the Department.

H. Applicant shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL § 27-1421(6) and 6 NYCRR § 375-1.5(b)(5).

I. Applicant shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Agreement.

J. Applicant and Applicant's agents, grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Applicant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Applicant's responsibilities under this Agreement.

K. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

L. Applicant's obligations under this Agreement shall not be deemed to constitute any type of fine or penalty.

M. In accordance with 6 NYCRR § 375-1.6(a)(4), the Department shall be notified at least 7 days in advance of, and be allowed to attend, any field activities to be conducted under a Department approved work plan, as well as any pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; provided, however that the Department may be excluded from portions of meetings where privileged matters are discussed.

N. In accordance with 6 NYCRR § 375-1.11(a), all work plans; reports, including all attachments and appendices, and certifications, submitted by a remedial party shall be submitted in print, as well as in an electronic format acceptable to the Department.

O. This Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

WRITTEN CONSENT

The undersigned, being a Member of RX Hamilton Investor LLC, which is a member of Hamilton Green I Partners LLC, does hereby certify as follows:

1. Hamilton Green I Partners LLC is the prospective volunteer for the prospective Brownfield Cleanup Program ("BCP") Site located at 250 Hamilton Avenue, White Plains, New York 10601, tax parcel identification no. 125.67-5-1..1 ("Site" or "BCP Site.").

2. The following person, Katherine Macol, a member of Hamilton Green I Partners LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer Hamilton Green I Partners LLC in relation to the BCP Site.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 23 day of September 2021.



By: Todd Rechler, *Authorized Person*
RX Hamilton Investor LLC,
a Member of Hamilton Green I Partners LLC

LIMITED LIABILITY COMPANY AGREEMENT

OF

HAMILTON GREEN I PARTNERS LLC

(a Delaware limited liability company)

This LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") of HAMILTON GREEN I PARTNERS LLC, a Delaware liability company (the "Company"), is dated as of August 20, 2021, by Katherine Macol having an address at 1427 Fairfield Beach Road, Fairfield, CT 06824 ("Sole Member").

The Sole Member, by execution of this Agreement, hereby confirms the formation of a limited liability company under the Delaware Limited Liability Company Act, as amended from time to time (the "Act").

ARTICLE I GENERAL PROVISIONS

Section 1.01 Formation. The Company has been organized as a Delaware limited liability company under the Act by the filing of the Certificate of Formation in the state of organization of the Company (the "Certificate"), which is hereby ratified and approved. The rights, duties, liabilities and obligations of the Sole Member, and the administration, dissolution, winding up and termination of the Company shall be governed by this Agreement and the Act.

Section 1.02 Name. The name of the Company is "Hamilton Green I Partners LLC".

Section 1.03 Purpose. The Company has been formed for the following purposes:

(a) to acquire (i) that certain real property consisting of land and improvements commonly known as 250 Hamilton Avenue, White Plains, New York, Tax Parcel #125.67-5-1..1, ;

(b) to develop on the Property a mixed-use (residential and retail) buildings anticipated to consist of 470 residential rental apartments, onsite parking for approximately 500 vehicles and up to 40,000 rentable square feet of retail space, in accordance with the Business Plan (the building, together with any and all related on-site and off-site improvements appurtenant thereto, collectively, (the "Improvements");

(c) to enter into (i) the IDA Documents, including without limitation the IDA Lease and IDA Leaseback, and certain amendments and modifications thereto and certain other agreements or arrangements in connection with securing certain incentives in connection with the development of the Project on the Property and (ii) a Brownfield Site Cleanup Agreement(s) and to be a Volunteer (as defined in Section 27-1405(1)(b) of the Environmental Conservation Law) under the Brownfield Cleanup Program pursuant to Title 14 of Article 27 of the Environmental Conservation Law with respect to the environmental clean-up and environmental remediation of the Property (and/or certain portions thereof), and to undertake the environmental clean-up and environmental remediation of the Property (and/or certain portions thereof) in accordance with the terms thereof;

(d) upon any Condominium Election made in accordance with the Sole Member LLC Agreement, to enter into the Condominium Documents and effectuate the Condominium Conversion and/or, upon any Sub-Subleasehold Election made in accordance with the Sole Member LLC Agreement, to sub-sublease the Property (as applicable) to one or more wholly-owned subsidiaries of the Company;

(e) to own, operate, manage, maintain, market, lease, hold for long-term investment, finance, mortgage, encumber, refinance, sell, lease, exchange, dispose of and otherwise realize the economic benefit from the Property and the development and construction of the Improvements (the items set forth in clauses (a), (b), (c), (d), (f) and (g) (each to the extent applicable to the Property) collectively, the "Project");

(f) to conduct such other activities with respect to the Project as are necessary or appropriate to carry out the foregoing purposes, and to do all things incidental to or in furtherance of such purposes.

ARTICLE II MANAGEMENT

Section 2.01 Management of the Company. The business and affairs of the Company shall be managed by the Sole Member, who acting in accordance with the Sole Member LLC Agreement, shall have the exclusive power and authority, on behalf of the Company, to take any action of any kind not inconsistent with the provisions of this Agreement and the Act and to do anything and everything it deems necessary or appropriate to carry on the business and purposes of the Company. The Sole Member is, to the extent of its rights and powers set forth in this Agreement and the Act, an agent of the Company for the purpose of the Company's business, and the actions of the Sole Member taken in accordance with such rights and powers shall bind the Company.

Section 2.02 Delegation of Powers of the Sole Member. The Sole Member shall have full, exclusive, and complete discretion, power and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to delegate the management, control, administration and operation of the business and affairs of the Company or the custody of the Company's assets for all purposes stated in this Agreement. Such delegation shall be as provided in such documentation as the Sole Member shall determine. Any such delegation shall not cause the Sole Member to cease to be the Sole Member or to not have the powers of the Sole Member set forth in this Agreement.

Section 2.03 Reliance by Third Parties. Any person or entity dealing with the Company may rely on a certificate signed by the Sole Member as to:

- (a) the identity of the Sole Member;
- (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Sole Member or are in any matter germane to the affairs of the Company;
- (c) the persons who, or entities which, are authorized to execute and deliver any instrument or document of or on behalf of the Company; or
- (d) any act or failure to act by the Company or as to any other matter whatsoever involving the Company.

Section 2.04 Authorized Persons. The Sole Member shall have the power and authority to designate "Authorized Persons" of the Company, who, at the Sole Member's direction, shall each have the power and authority, acting singly, to execute all agreements and documents on behalf of the Company and to singularly bind the Company; provided that such Authorized Persons shall not take any action that the Company is not authorized to take pursuant to the terms of the Sole Member LLC Agreement and shall not execute any document without first providing notice to each member of the Sole Member. The execution of any such agreement or document shall be conclusive evidence of the Sole Member's authorization to take such action. Authorized Persons shall retain the powers described in this Section 2.04 until such time as they resign or are removed as Authorized Persons by the Sole Member. The initial Authorized Persons of the Company designated by the Member are listed on Schedule A hereto. With regard to any Brownfield Site Cleanup Applications, Submissions or Agreements, Katherine Macol is authorized to sign on behalf of the Company.

ARTICLE III CONTRIBUTIONS

Section 3.01 Initial Capital Contribution; Percentage Interests. The initial capital contribution of the Sole Member ("Capital Contribution") shall be as reflected on the Company's books and records. The Sole Member shall own all of the aggregate limited liability company interests in the Company.

Section 3.02 Additional Contributions. The Sole Member shall not have any obligation to make additional capital contributions to the Company. Any additional capital contributions to the Company shall be made by the Sole Member on a voluntary basis.

ARTICLE IV DISTRIBUTIONS

Section 4.01 Distributions. Distributions, whether in cash or in kind, shall be made to the Sole Member at the times and in the aggregate amounts determined by the Sole Member.

ARTICLE V EXCULPATION AND INDEMNIFICATION

Section 5.01 Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or obligation or duty at law or in equity, to the fullest extent not prohibited under the Act, none of the Sole Member or its Affiliates (as defined under the Securities Act of 1933, as amended) or any of their respective members, managers, directors, officers, shareholders or employees, or any other member, manager, officer or employee of the Company (each, a "Covered Person") shall be liable to the Company or any other entity or individual for any act or omission taken or omitted by any such Covered Person in such capacity, including, without limitation any breach of covenant in this Agreement and any breach of duty to the Company or to any other Person bound by this Agreement; provided that such act or omission does not constitute a violation of the implied contractual covenant of good faith and fair dealing. In furtherance of the foregoing, it is acknowledged and agreed that there shall not be any liability for breach of contract and breach of duties, including fiduciary duties, to the fullest extent not prohibited under Section 18-1101(e) of the Act.

Section 5.02 Indemnification.

(a) Notwithstanding any other provisions of this Agreement, whether express or implied, or obligation or duty at law or in equity, to the fullest extent not prohibited under the Act, the

Company shall indemnify any Covered Person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, demand, action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action between the Company and such Covered Person) by reason of the fact that such party is or was such Covered Person, or is or was serving at the request of the Company as any shareholder, partner, member, officer, manager, director, employee, trustee or agent of another limited liability company or any corporation, partnership, joint venture, trust or other enterprise, from and against any and all losses, claims, damages, liabilities, expenses (including reasonable legal and other professional fees and disbursements), judgments, fines, settlements and other amounts actually and reasonably incurred (collectively, "Losses") by such Covered Person in connection with such claim, demand, action, suit or proceeding, provided that no Covered Person shall be entitled to indemnification under this Agreement to the extent that the amount of any Losses arises from a bad faith violation of the implied contractual covenant of good faith and fair dealing.

(b) The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the acts or omissions by the Covered Person seeking indemnification actions constitute a bad faith violation of the implied contractual covenant of good faith and fair dealing.

(c) Any indemnification under this Agreement (unless ordered by a court) shall be made by the Company only as authorized in the specific case with the consent of the Sole Member that indemnification of the Sole Member or such other Covered Person is proper in the circumstances because such Covered Person has met the applicable standard of conduct set forth in this Agreement.

(d) Expenses (including reasonable and actual legal and other professional fees and disbursements including any retainer fees or deposits) incurred by the Sole Member or such other Covered Person in defending any civil, criminal, administrative or investigative action, suit or proceeding shall, with the prior consent of the Sole Member be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Covered Person to repay such amount if it shall ultimately be determined that such Covered Person is not entitled to be indemnified by the Company as authorized in this Section.

(e) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, agreement, or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

ARTICLE VI MISCELLANEOUS

Section 6.01 Tax Matters. The Sole Member intends that the Company be treated as a disregarded entity for Federal income tax purposes. The Sole Member is hereby designated to act as the "tax matters partner" within the meaning of Section 6231(a)(7) of the Internal Revenue Code of 1986, as amended.

Section 6.02 Liability of the Sole Member. The Sole Member shall not have any liability for the obligations or liabilities of the Company except to the extent expressly provided by the Act.

Section 6.03 Dissolution. The Company shall be dissolved and its affairs shall be wound up in accordance with the Act upon the earlier to occur of: (a) the written action taken by the Sole Member; or (b) upon any event or action causing dissolution of the Company as specified in the Act.

Section 6.04 Amendments. This Agreement may be amended only by written instrument executed by the Sole Member.

Section 6.05 Benefits of Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or of the Sole Member.

Section 6.06 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to conflicts of law principles of such State.

Section 6.07 Successors. All rights and duties of the Sole Member hereunder shall inure to the benefit of and be binding upon its successors and assigns.


Section 6.08 Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable and contrary to existing or future applicable law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable provisions.

Section 6.09 Defined Terms. All terms used in this Agreement with initial capital letters and not otherwise defined herein shall have the meaning ascribed to such term in the Sole Member LLC Agreement. As used herein, the "Sole Member LLC Agreement" means that certain Limited Liability Company Agreement of the Sole Member dated and executed of even date herewith by Katherine Macol, (the "Sole Member LLC Agreement").

[Signature Page to Follow]

IN WITNESS WHEREOF, the Sole Member has duly executed and delivered this Agreement as of the date first above written.

SOLE MEMBER:

By: 
Name: Katherine Macol
Title: Member


Paul H. Slaney
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02SL6054961
Qualified in Queens County
Commission Expires February 20, 2023

*Sworn to before me
on 8/20/21*

Schedule A

Authorized Persons

Katherine Macol

FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT

OF

HAMILTON GREEN I PARTNERS LLC

(a Delaware limited liability company)

This FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT (this "Amendment") of HAMILTON GREEN I PARTNERS LLC, a Delaware liability company (the "Company"), is dated as of September 23, 2021, by Katherine Macol ("Managing Member").

WITNESSETH

Whereas, the Company was formed on March 25, 2021;

Whereas, Katherine Macol signed the original Limited Liability Company Agreement as the Sole Member on August 20, 2021;

Whereas, the Sole Member of the Company entered into negotiations with RX Hamilton Investor LLC to become a Member of the Company;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

Section 1.01 Capitalized Terms. Capitalized Terms used in this Amendment and left undefined herein have the meanings set forth in the original Agreement.

Section 1.02 Joint Venture. RX Hamilton Investor LLC, a New York limited liability company, is hereby admitted as a Member (the "Limited Member") of the Company. Katherine Macol's designation as Sole Member is hereby changed to Managing Member. Managing Member shall have all the authority assigned to the Sole Member in the original Limited Liability Company Agreement. Limited Member will become a regular member upon terms to be agreed upon including investment terms, subject to: a) receipt of unappealable Site Plan approvals from the City of White Plains; b) full project approval and executed documents from the Westchester Industrial Development Agency; c) all tenants shall have vacated the existing building; and d) the site will have been accepted into New York State Department of Environmental Conservation ("NYSDEC") Brownfield Cleanup Program and a Brownfield Cleanup Agreement will have been fully executed by Katherine Macol. Until such time as Limited Member makes an investment upon terms agreed to by all members, Limited Member shall not have any economic interest.

Section 1.03 Authorization to Execute Brownfield Documents. Pursuant to the written consent attached as Exhibit A, Limited Member has authorized Managing Member to execute any documents required by the New York State Department of Environmental Conservation on behalf of the Company in relation to the BCP Site.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Managing Member has duly executed and delivered this Agreement as of the date first above written.

MANAGING MEMBER:

By: 
Name: Katherine Macol
Title: Managing Member

Exhibit A

WRITTEN CONSENT

The undersigned, being a Member of RX Hamilton Investor LLC, which is a member of Hamilton Green I Partners LLC, does hereby certify as follows:

1. Hamilton Green I Partners LLC is the prospective volunteer for the prospective Brownfield Cleanup Program ("BCP") Site located at 250 Hamilton Avenue, White Plains, New York 10601, tax parcel identification no. 125.67-5-1..1 ("Site" or "BCP Site.").

2. The following person, Katherine Macol, a member of Hamilton Green I Partners LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer Hamilton Green I Partners LLC in relation to the BCP Site.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 23 day of September 2021.



By: Todd Rechler, Authorized Person
RX Hamilton Investor LLC,
a Member of Hamilton Green I Partners LLC

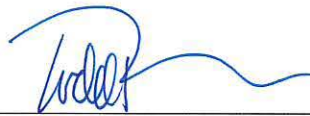
WRITTEN CONSENT

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1. Hamilton Green I Partners LLC is the prospective volunteer for the prospective Brownfield Cleanup Program ("BCP") Site located at 250 Hamilton Avenue, White Plains, New York 10601, tax parcel identification no. 125.67-5-1..1 ("Site" or "BCP Site.").

2. The following person, Katherine Macol, a member of Hamilton Green I Partners LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer Hamilton Green I Partners LLC in relation to the BCP Site.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 23 day of September 2021.



By: Todd Rechler, Authorized Person
RX Hamilton Investor LLC,
a Member of Hamilton Green I Partners LLC