



**Rosenberg
Martin
Greenberg** LLP

ENTERED
Office of Proceedings
August 27, 2019
Part of
Public Record

Kari M. Kelly
Telephone: 410-727-6600
kkelly@rosenbergmartin.com

August 9, 2019

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Cynthia T. Brown, Chief
Section of Administration, Office Proceedings
Surface Transportation Board
395 E Street, SW
Washington DC 20423-0001



Re: Canton Railroad Company – Abandonment – In Baltimore City, MD, Docket No. AB-193 (Sub-No. 3X) (the “Proceeding”)

Dear Ms. Brown:

In accordance with the Surface Transportation Board’s Policy Statement dated April 23, 2008, STB Ex Parte No. 678 (the “Policy Statement”), enclosed, please find a Second Amendment to Land Exchange Agreement (the “Second Amendment”) between 601 Haven Street LLC, as seller, and RFP Haven Street, LLC, as purchaser, of certain property owned by the 601 Haven Street LLC which was the subject of the above-referenced Proceeding. As required by the Policy Statement, the Fifth Amendment evidences the RFP Haven Street, LLC’s agreement to be bound by the salvage conditions set forth in the above-referenced Proceeding as it relates to a portion of the property which was the subject of the proceeding, as more particularly described in the Land Exchange Agreement. Please note, the transfer of the property from the 601 Haven Street LLC to the RFP Haven Street, LLC occurred on July 19, 2019.

Please acknowledge receipt and filing of this letter by date stamping the enclosed acknowledgment copy and returning the same to my attention in the return envelope enclosed herein. If there are any questions about this matter, please contact me directly, either by telephone: 410-727-6600 or by email: kkelly@rosenbergmartin.com.

Respectfully submitted,

Kari M. Kelly
Kari M. Kelly

Enclosures

4828-2623-4527, v.2

SECOND AMENDMENT TO LAND EXCHANGE AGREEMENT

THIS SECOND AMENDMENT TO LAND EXCHANGE AGREEMENT (this "Amendment") is made this ~~14~~¹⁶ day of July, 2019, by and between 601 HAVEN STREET, LLC, a Maryland limited liability company having an address at 1212 York Road, Suite C-300, Lutherville, Maryland 21093 ("601 Haven"), and BLUE SKY PAINT VENTURES, INC., formerly known as SCOTT PAINT COMPANY, INC., a Delaware corporation, formerly known as Bruning Paint Company, having an address at 14 Crestline Court, Owings Mills, Maryland 21117 ("Blue Sky"), and RFP HAVEN STREET, LLC, a Maryland limited liability company ("RFP"). 601 Haven, Blue Sky and RFP are sometimes hereafter individually referred to as a "Party" and collectively, the "Parties."

WHEREAS, pursuant to that certain Land Exchange Agreement dated October 2, 2018, as amended by that certain Amendment to Land Exchange Agreement dated November 20, 2018 (collectively, the "Original Contract"), 601 Haven and Blue Sky agreed to the exchange of certain real property located in Baltimore City, as more particularly defined in the Original Contract; and

WHEREAS, Blue Sky has designated RFP as the entity which will be taking title to the CDC Property.

WHEREAS, the Parties desire amend certain terms of the Original Contract as set forth herein. Capitalized terms not otherwise defined herein shall be defined as set forth in the Original Contract.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and legal sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. The following is added as Section 17 to the Original Contract:

"17. Surface Transportation Board Requirements. Blue Sky and RFP acknowledge that Canton Development Company, Inc. ("CDC") received approval from the Surface Transportation Board ("STB") for the abandonment of common carrier status of the rail line that was previously on the CDC Property, and that CDC filed its notice of consummation with the STB on July 11, 2019. The STB's Decision Docket No. AB 193 (Sub-No. 3X) decided May 10, 2019 (the "STB Decision"), includes salvage conditions, being more particularly set forth below:

1. Prior to conducting salvage operations, consult with MDE's Solid Waste Program to determine what approvals would be needed for the proper handling and disposal of rail ties and comply with MDE's reasonable requirements;
2. Prior to conducting salvage operations, consult with MDE's Stormwater Management Program to ensure appropriate consideration of the NPDES requirements and comply with any reasonable requirements;
3. If any federally listed threatened or endangered species are encountered during salvage activities, cease work, notify U.S. Fish and Wildlife Service ("USFWS") Chesapeake Bay Ecological Services Field Office in Annapolis, Md., consult with USFWS regarding the potential impacts to any encountered federally listed threatened and endangered species, and follow any reasonable recommendations of USFWS.

CDC has advised the MDE of the environmental management of soils, railroad ties, and other environmental issues associated with the abandonment of the rail line at the CDC Property, and 601 Haven has provided Blue Sky and RFP with a copy of CDC's notice to the MDE. RFP hereby agrees to comply with the salvage conditions set forth in the STB Decision and shall be responsible for any additional action required to satisfy said salvage conditions. 601 Haven and RFP agree to give notice

to the other in the event that one receives notice from the MDE regarding the salvage conditions and RFP shall keep 601 Haven informed of the status of any such action. RFP's obligations under this Section 17 shall survive Closing and delivery of the deed for the CDC Property."

2. Except as amended herein, the terms of the Original Contract remain in full force and effect.

3. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement. The parties agree that this Amendment shall be deemed validly executed and delivered by a party if a party executes this Amendment and delivers a copy of the executed Amendment to the other party by facsimile, telecopier or electronic transmittal.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 601 HAVEN STREET LLC, has executed this Amendment the day and year first above written.

601 HAVEN STREET LLC, a Maryland limited liability company

By: [Signature]
Name: David Berg
Its: manager

STATE OF MARYLAND

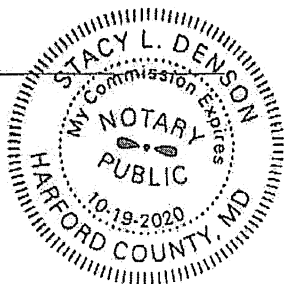
CITY/COUNTY OF BALTIMORE

I HEREBY CERTIFY that on this 25th day of June, 2019, before me, the undersigned Notary Public of the State of Maryland, personally appeared David Berg, who acknowledged himself to be the manager of 601 HAVEN STREET LLC, a Maryland limited liability company, and that as such manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My commission expires: _____



IN WITNESS WHEREOF, BLUE SKY PAINT VENTURES, INC., has executed this Amendment the day and year first above written.

BLUE SKY PAINT VENTURES, INC., a Delaware corporation

By: [Signature]
Name: Douglas S. Ramer
Its: President and Sole Surviving Director

STATE OF MARYLAND

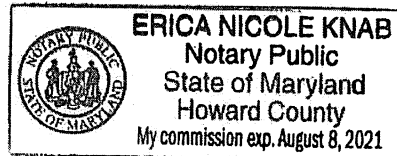
CITY/COUNTY OF BALTIMORE

I HEREBY CERTIFY that on this 19 day of July, 2019, before me, the undersigned Notary Public of the State of Maryland, personally appeared Douglas S. Ramer, who acknowledged himself to be the President and Sole Surviving Director of BLUE SKY PAINT VENTURES, INC., a Delaware corporation, and that as such President and Sole Surviving Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

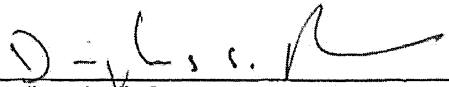
[Signature]
Notary Public

My commission expires: August 8, 2021



IN WITNESS WHEREOF, RFP HAVEN STREET, LLC., has executed this Amendment the day and year first above written.

RFP HAVEN STREET, LLC, a Maryland limited liability company

By: 
Name: Douglas S. Ramer
Its: manager

STATE OF MARYLAND

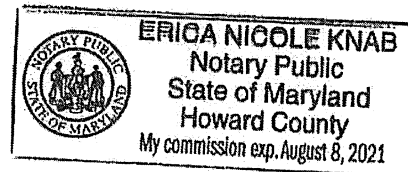
CITY/COUNTY OF BALTIMORE

I HEREBY CERTIFY that on this 19 day of July, 2019, before me, the undersigned Notary Public of the State of Maryland, personally appeared Douglas S. Ramer, who acknowledged himself to be the manager of RFP Haven Street, LLC, a Maryland limited liability company, and that as such manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My commission expires: August 8, 2021



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of August, 2019, a copy of the letters to the Surface Transportation Board, Section of Administration, Office Proceedings (the "Letters") attached hereto as Exhibit A, were served electronically and UPS on: Rose-Michele Nardi, Esquire, rnardi@bakerandmiller.com, Baker & Miller LLC, 2401 Pennsylvania Avenue, NW, Suite 300, Washington, D.C. 20037.

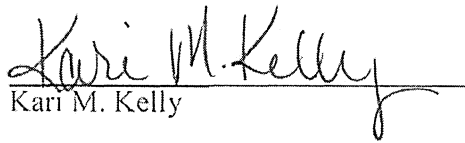

Kari M. Kelly

Exhibit A

(Letters)

[to be inserted]

4848-8758-5952, v. 1



Rosenberg
Martin
Greenberg^{LLP}

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Dear Ms. Brown:

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4828-2623-4527, v. 2



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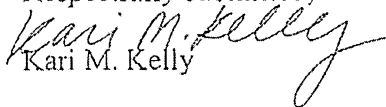
Re: Canton Railroad Company – Abandonment – In Baltimore City, MD, Docket No. AB-193 (Sub-No. 3X) (the “Proceeding”)

Dear Ms. Brown:

In accordance with the Surface Transportation Board’s Policy Statement dated April 23, 2008, STB Ex Parte No. 678 (the “Policy Statement”), enclosed, please find a Third Amendment to Bifurcated, Amended and Restated Agreement of Sale (the “Third Amendment”) between 601 Haven Street LLC, as seller, and Haven Rock, LLC, as purchaser, of certain property owned by 601 Haven Street LLC which was the subject of the above-referenced Proceeding. As required by the Policy Statement, the Third Amendment evidences Haven Rock LLC’s agreement to be bound by the salvage conditions set forth in the above-referenced Proceeding as it relates to a portion of the property which was the subject of the proceeding, as more particularly described in the Bifurcated, Amended and Restated Agreement of Sale. Please note, the transfer of the property from 601 Haven Street LLC to Haven Rock, LLC occurred on August 5, 2019.

Please acknowledge receipt and filing of this letter by date stamping the enclosed acknowledgment copy and returning the same to my attention in the return envelope enclosed herein. If there are any questions about this matter, please contact me directly, either by telephone: 410-727-6600 or by email: kkelly@rosenbergmartin.com.

Respectfully submitted,


Kari M. Kelly

Enclosures

4849-6513-3215, v. 2



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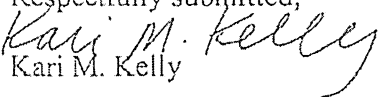
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Dear Ms. Brown:

In accordance with the Surface Transportation Board's Policy Statement dated April 23, 2008, STB Ex Parte No. 678 (the “Policy Statement”), enclosed, please find a Fifth Amendment to Agreement of Sale (the “Fifth Amendment”) between Canton Railroad Company and Canton Railroad Inc., collectively as “Seller”, and 601 Haven Street LLC and CRSP3 LLC, collectively as “Purchaser”, of certain property owned by Seller which was the subject of the above-referenced Proceeding. As required by the Policy Statement, the Fifth Amendment evidences the Purchaser's agreement to be bound by the salvage conditions set forth in the above-referenced Proceeding. Please note, the transfer of the property from the Seller to the Purchaser occurred on July 16, 2019.

Please acknowledge receipt and filing of this letter by date stamping the enclosed acknowledgment copy and returning the same to my attention in the return envelope enclosed herein. If there are any questions about this matter, please contact me directly, either by telephone: 410-727-6600 or by email: kkelly@rosenbergmartin.com.

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Enclosures

4812-4576-8351, v. 2