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**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 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.

Respectfully submitted,

Kari M. Kelly
Kari M. Kelly

Enclosures

4812-4576-8351, v. 2

VL-103 (2nd-4th) (PC-1510-10)

FIFTH AMENDMENT TO AGREEMENT OF SALE

THIS FIFTH AMENDMENT TO AGREEMENT OF SALE (this "Amendment") is made and entered into as of the ~~10th~~ day of July, 2019, by and between CANTON RAILROAD COMPANY, a Maryland corporation ("Contract Seller"), CANTON DEVELOPMENT COMPANY, INC., a Maryland corporation ("CDC"; and together with the Contract Seller collectively, the "Seller") 601 HAVEN STREET, LLC, a Maryland limited liability company ("601 Haven") and CRSP3 LLC, a Maryland limited liability company ("CRSP3"; and, together with 601 Haven, sometimes hereafter collectively referred to as the "Purchaser").

Background

A. Contract Seller and 601 Haven entered into an Agreement of Sale dated December 19, 2017 (the "Original Agreement"), for the purchase and sale of certain property located in Baltimore City, Maryland, as more particularly described in the Agreement (hereafter referred to as the "Property").

B. The Original Agreement was amended by a First Amendment to Agreement of Sale dated January 18, 2018 (which added CDC as a seller to the Agreement) (the "First Amendment"), by a Second Amendment to Agreement of Sale dated April 17, 2018 (the "Second Amendment"), by a Third Amendment to Agreement of Sale dated July __, 2018 (the "Third Amendment"), and by a Fourth Amendment to Agreement of Sale dated December 10, 2018 (the "Fourth Amendment") (the Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment is referred to herein as the "Agreement") by and between Contract Seller, CDC, and 601 Haven.

C. Pursuant to the terms of a Partial Assignment and Assumption of Agreement of Sale 601 Haven assigned, and CRSP3 assumed, 601 Haven's obligations under the Agreement to purchase a portion of the Property designated as "Canton Development Company Inc Railroad Right of Way Parcel 3" on that certain subdivision plat entitled "Final Minor Subdivision Plat Canton Development Railroad Right of Way" and recorded among the Plat Records of Baltimore City in Plat Book M.B. No. 4336 (hereafter referred to as "Parcel 3").

D. The parties desire to amend the Agreement to add a Section 31 thereto.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Amendments to the Agreement.

(a) The following is added as Section 31:

"31. Surface Transportation Board Requirements. Purchaser acknowledges that Seller received approval from the Surface Transportation Board (the "STB") for the abandonment of common carrier status of the rail line that was previously on the Property, and that Seller 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.

Seller 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 Property, and has provided Purchaser with a copy of its notice to the MDE. Purchaser 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. Seller and Purchaser agree to give notice to the other in the event that one receives notice from the MDE regarding the salvage conditions and Purchaser shall keep Seller informed of the status of any such action. Purchaser's obligations under this Section 31 shall survive Closing and delivery of the Deed."

2. Full Force and Effect. Except as herein modified and amended, the Agreement is and shall remain in full force and effect and has not been otherwise modified or amended, either orally or in writing.

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall comprise but one and the same instrument. This Amendment may be delivered by facsimile or other electronic transmission of an originally executed copy to be followed by immediate delivery of the original of such executed copy.

[Signatures on following page]

IN WITNESS WHEREOF, CANTON RAILROAD COMPANY, has executed this Amendment the day and year first above written.

CANTON RAILROAD COMPANY, a Maryland corporation

By: John C. Magness
Name: John C. Magness
Its: President

STATE OF MARYLAND

CITY/COUNTY OF BALTIMORE

I HEREBY CERTIFY that on this 16th day of July, 2019, before me, the undersigned Notary Public of the State of Maryland, personally appeared John C. Magness, who acknowledged himself to be the President of CANTON RAILROAD COMPANY, a Maryland corporation, and that as such President, 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.

Debbie J. Abate
Notary Public

My commission expires: 7/9/2022

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

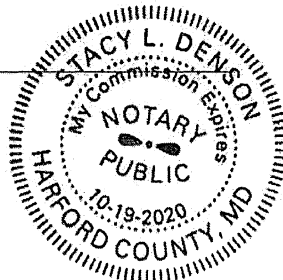
CITY/COUNTY OF BALTIMORE

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, CRSP3 LLC, has executed this Amendment the day and year first above written.

CRSP3 LLC, a Maryland limited liability company

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

STATE OF MARYLAND

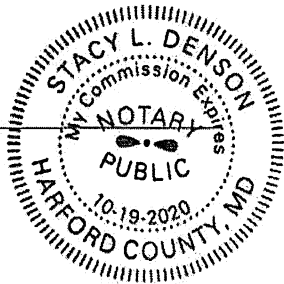
CITY/COUNTY OF BALTIMORE

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 CRSP3 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: _____



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.

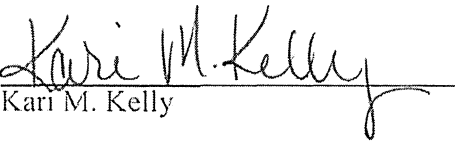

Kari M. Kelly

Exhibit A

(Letters)

[to be inserted]

4848-8758-5952, v. 1



Rosenberg
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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
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Enclosures

4828-2623-4527, v. 2



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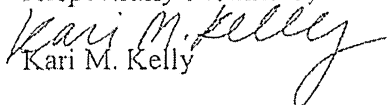
Re: Canton Railroad Company – Abandonment – In Baltimore City, MD, Docket No. AB-193 (Sub-No. 3X) (the “Proceeding”)

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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