

BEATTY • DEVELOPMENT

CERTIFICATION OF COMPLIANCE WITH AGREEMENT AND COVENANT NOT TO SUE

CERTIFIED MAIL

Sheila Briggs-Steuteville
Assistant Regional Counsel
U.S. Environmental Protection Agency
1650 Arch Street (3RC43)
Philadelphia, PA 19103-2029

Matthew Zimmerman
Assistant Attorney General
Maryland Department of the Environment
1800 Washington Boulevard, Suite 625
Baltimore, MD 21231

Re: Purchasers' Request for Transfer of Covenant Not to Sue
Allied Signal Facility, Docket No. RCRA-03-2003-0088TH

Dear Ms. Briggs-Steuteville and Mr. Zimmerman:

This letter is submitted on behalf of Harbor Point Development, LLC (“HP”), as future fee owner, and the entities listed on Attachment A (the “Transferees”) who propose to purchase in parts and parcels the fee simple interest in certain property (“Property”) located at the former Allied Baltimore Works site (the “Site”) from Honeywell International Inc. The Property consists of an approximate 27-acre area, a portion of which is covered by a multi-media cap. As you know, there is an existing Agreement and Covenant Not to Sue, Docket No. RCRA-03-2003-0088TH, (May 2003) (“Agreement”) concerning the Property. The Agreement was originally entered into by and between the United States Environmental Protection Agency (“EPA”), the Maryland Department of the Environment (“MDE”), the Department of Justice, SBER, Harbor Point, LLC (“SBER”) and HPD. SBER and HPD, as long-term lessees, are the Settling Respondents under the Agreement and are bound by the terms and conditions and subject to all of the benefits of the Agreement. HPD and the Transferees respectfully request that EPA and MDE, in accordance with Paragraph 57 of the Agreement, transfer the rights, benefits and obligations of the Agreement to HPD and the Transferees, as fee owners of the Property. A chart demonstrating the relationships between the various Transferees and Settling Respondents is attached as a convenience.

In compliance with Paragraph 56 of the Agreement and in order to obtain the benefits of the covenant not to sue, contribution protection, and transfer provisions of the Agreement, HPD and the Transferees hereby certify and agree that upon becoming fee owners of the Property, they will be bound by the terms of the Agreement, including, but not limited to, Section IV

(Work to be Performed), Section V (Access/Conveyance of Property/Notice to Successors In Interest), Section VI (Due Care/Cooperation), Section VII (Certification) and Section XVI (Document Retention) of the Agreement.

In compliance with Paragraph 57 of the Agreement, HPD and the Transferees also certify that:

1. HPD and the Transferees have not caused or contributed to the release or threat of release of any Existing Contamination, as that term is defined in the Agreement;
2. HPD and the Transferees will not use the Site in any manner that could cause or contribute to the migration or release of Existing Contamination;
3. HPD and the Transferees will permit access to the Property as set forth in Paragraph 20 of the Agreement;
4. HPD and the Transferees will exercise due care at the Property and cooperate with EPA and MDE as set forth in Paragraph 24 of the Agreement;
5. HPD and the Transferees will not interfere with any corrective action and/or response actions taken on or around the Site; and
6. HPD and the Transferees agree to be bound by and subject to the terms of the Agreement, and will act consistent with the terms of the Agreement.

By submission of this letter to EPA and MDE, signed by a person authorized to bind HPD and the Transferees, HPD and the Transferees are requesting that EPA and MDE transfer the rights, benefits and obligations under the Agreement, including those set forth in Section XI (United States' and State's Covenant Not to Sue), XIV (Parties Bound/Transfer of Covenant), and XXII (Contribution Protection), to HPD and the Transferees upon their becoming fee owners of the Property or parts and parcels thereof.. If at any time EPA or MDE determines that HPD's and the Transferees' Certification, above, is materially inaccurate or incomplete, the Covenant Not to Sue and Contribution Protection shall be null and void and the United States, EPA and MDE reserve any and all rights they may have. HPD and the Transferees acknowledge that by approving the transfer of the Agreement, EPA and MDE are not terminating or modifying the terms, conditions or benefits of the Agreement that continue to apply to and be held by the Settling Respondents.

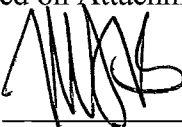
Notices and submissions to HPD and the Transferees, as fee owners of the Property, required under the Agreement shall be sent to the same point of contact as designated for the Settling Respondents in Section XIX (Notices and Submissions) of the Agreement.

COUNTERPARTS

This CERTIFICATION OF COMPLIANCE WITH AGREEMENT AND COVENANT NOT TO SUE may be signed in any number of counterparts (including facsimile and electronic transmission counterparts), each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

IT IS SO ACKNOWLEDGED AND AGREED:


Harbor Point Development, LLC and all entities
Listed on Attachment A, attached hereto

By:  _____ (SEAL)
Michael S. Beatty
Authorized Person

8.22.13
Date

IT IS SO ACKNOWLEDGED AND AGREED:

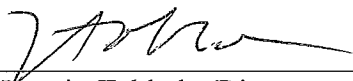
United States Environmental Protection Agency

By: 
John Armstead, Director
Land and Chemicals Division
US EPA, Region III

Date: 7.23.13

IT IS SO ACKNOWLEDGED AND AGREED:

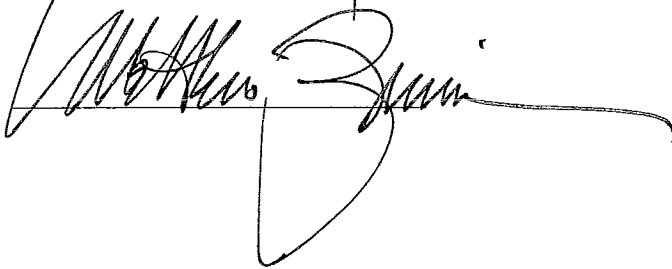
Maryland Department of the Environment

By: 

Horacio Tablada, Director
Land Management Administration

Date: 7/29/13

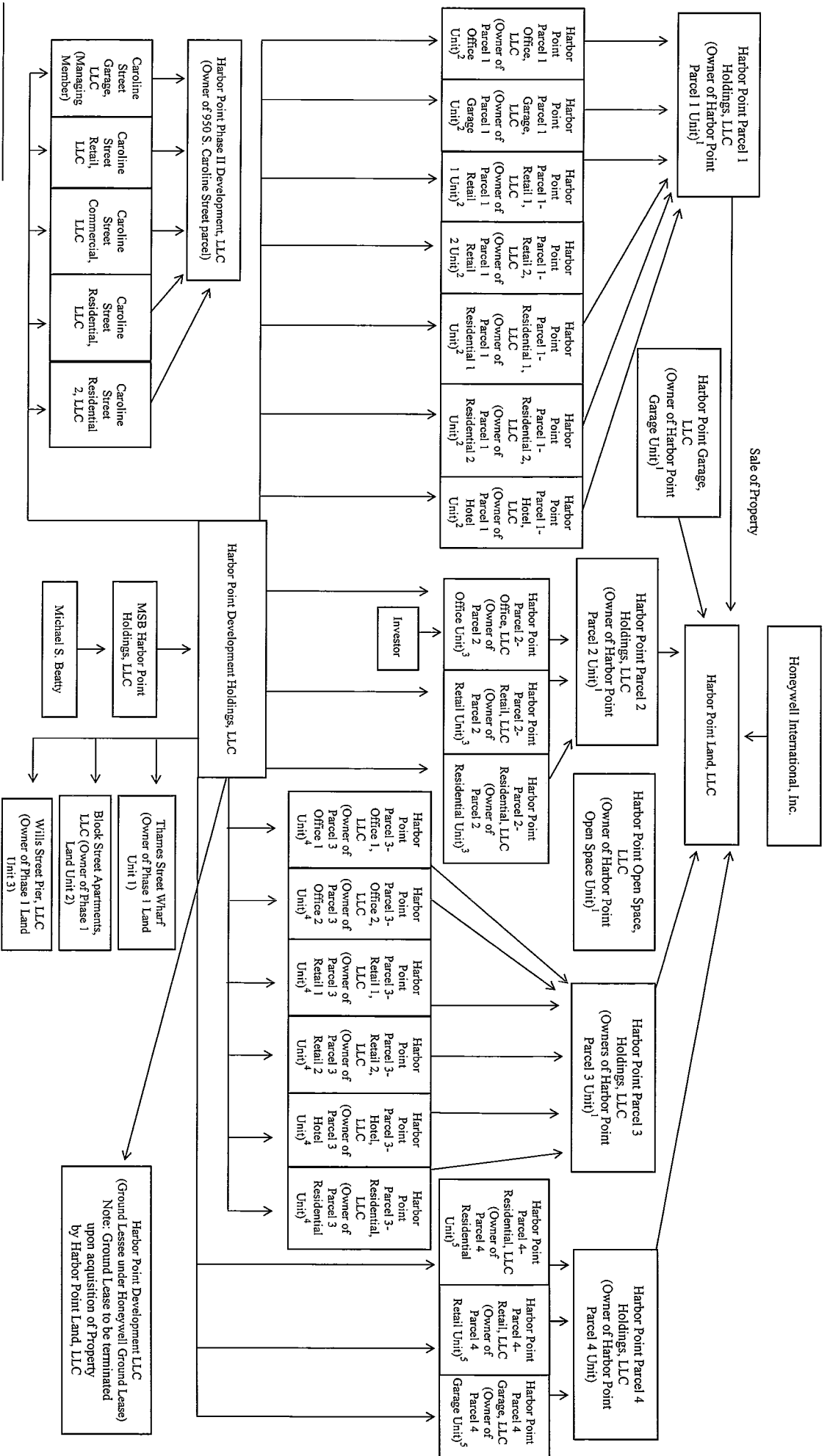
Approved as to legal sufficiency
this 26 day of July, 2013



Matthew Quinn

LIST OF TRANSFEREES

1. Harbor Point Development, LLC
2. Harbor Point Development Holdings, LLC
3. Harbor Point Parcel 1 - Office, LLC
4. Harbor Point Parcel 1 - Garage, LLC
5. Harbor Point Parcel 1 - Retail 1, LLC
6. Harbor Point Parcel 1 - Retail 2, LLC
7. Harbor Point Parcel 1 - Residential 1, LLC
8. Harbor Point Parcel 1 - Residential 2, LLC
9. Harbor Point Parcel 1 - Hotel, LLC
10. Harbor Point Parcel 3 - Office 1, LLC
11. Harbor Point Parcel 1 - Office 2, LLC
12. Harbor Point Parcel 3 - Retail 1, LLC
13. Harbor Point Parcel 3 - Retail 2, LLC
14. Harbor Point Parcel 3 - Hotel, LLC
15. Harbor Point Parcel 3 - Residential, LLC
16. Harbor Point Parcel 2 - Office, LLC
17. Harbor Point Parcel 2 - Retail, LLC
18. Harbor Point Parcel 2 - Residential, LLC
19. Harbor Point Parcel 4 - Residential, LLC
20. Harbor Point Parcel 4 - Retail, LLC
21. Harbor Point Parcel 4 - Garage, LLC
22. Harbor Point Parcel 1 Holdings, LLC
23. Harbor Point Garage, LLC
24. Harbor Point Parcel 2 Holdings, LLC
25. Harbor Point Open Space, LLC
26. Harbor Point Parcel 3 Holdings, LLC
27. Harbor Point Parcel 4 Holdings, LLC
28. Harbor Point Land, LLC
29. Council of Unit Owners of Harbor Point Land Master Condominium, Inc.
30. Council of Unit Owners of Harbor Point Parcel 1 Land Condominium, Inc.
31. Council of Unit Owners of Harbor Point Parcel 2 Land Condominium, Inc.
32. Council of Unit Owners of Harbor Point Parcel 3 Land Condominium, Inc.
33. Council of Unit Owners of Harbor Point Parcel 4 Land Condominium, Inc.
34. Council of Unit Owners of Harbor Point Phase 1 Land Condominium, Inc.
35. Harbor Point Phase II Development, LLC
36. Caroline Street Garage, LLC
37. Caroline Street Retail, LLC
38. Caroline Street Commercial, LLC
39. Caroline Street Residential, LLC
40. Caroline Street Residential 2, LLC



1 These units comprise the Harbor Point Land Master Condominium (The Owners of these units comprise the "Council of Unit Owners of Harbor Point Land Master Condominium, Inc.")
 2 These units comprise the Harbor Point Parcel 1 Land Condominium (The Owners of these units comprise the "Council of Unit Owners of Harbor Point Parcel 1 Land Condominium, Inc.")
 3 These units comprise the Harbor Point Parcel 2 Land Condominium (The Owners of these units comprise the "Council of Unit Owners of Harbor Point Parcel 2 Land Condominium, Inc.")
 4 These units comprise the Harbor Point Parcel 3 Land Condominium (The Owners of these units comprise the "Council of Unit Owners of Harbor Point Parcel 3 Land Condominium, Inc.")
 5 These units comprise the Harbor Point Parcel 4 Land Condominium (The Owners of these units comprise the "Council of Unit Owners of Harbor Point Parcel 4 Land Condominium, Inc.")

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