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:

This application is being filed to reflect a change in lot numbering and to reduce the size of the BCP site. Lot 6 has been replaced with a portion of Lot 3, and the southern boundary of Lot 3 (formerly Lot 6) has been redrawn such that Lots 10 and 11 are now slightly smaller. For ease of understanding, the application to amend removes the old three lots and adds a portion of lot 3 along with the re-sized lots 10 (portion) and 11. As a result, the total acreage of the BCP has been reduced from 0.5570 acres to 0.5213 acres. See attached site map and survey.

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

Section I. Existing Application Information		
BCP SITE NAME: Queens Plaza North		BCP SITE NUMBER: C241171
NAME OF CURRENT APPLICANT(S): QPP LLC		
INDEX NUMBER OF EXISTING AGREEMENT: C241171-05-15		DATE OF EXISTING AGREEMENT: 07-23-15

Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)		
NAME		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL

Is the requestor authorized to conduct business in New York State (NYS)? ☐ Yes ☐ No

- 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		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL

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? ☐ Yes ☐ No

Describe Requestor's Relationship to Existing Applicant:

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)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
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.

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 29-37 41st Avenue and 29-27 Queens Plaza North

CITY/TOWN Long Island City, Queens, New York ZIP CODE 11101

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

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
29-47 Queens Plaza North	403-10		403	10	0.1197
29-23 Queens Plaza North	403-11		403	11	0.1170
29-23 41 Avenue	403-6		403	6	0.3203

Check appropriate boxes below:

- [x] 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: 0.5213

ADDITIONAL PARCELS:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
29-19 41st Avenue	403-3		403	p/o 3	0.3396
29-47 Northern Blvd	403-10		403	p/o 10	0.0787
29-23 Queens Plaza North	403-11		403	11	0.103

- [x] Reduction of property

Approximate acreage removed: 0.5570

PARCELS REMOVED:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
29-23 41 Avenue	403-6		403	6	0.3203
29-47 Queens Plaza North	403-10		403	10	0.1197
29-23 Queens Plaza North	403-11		403	11	0.1170

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.	☐ Yes ☐ No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	☐ Yes ☐ 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(6)? Please see DEC's website for more information.	☐ Yes ☐ No
2. Is the property upside down as defined below?	☐ Yes ☐ No

From ECL 27-1405(31):

"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.

3. Is the project an affordable housing project as defined below? ☐ Yes ☐ No

From 6 NYCRR 375- 3.2(a) as of August 12, 2016:

(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.

(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.

(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.

(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.

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Queens Plaza North	BCP SITE NUMBER: C241171
NAME OF CURRENT APPLICANT(S): QPP LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C241171-05-15	
EFFECTIVE DATE OF EXISTING AGREEMENT: 07/23/15	

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_____) of (entity_____); 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: _____ Signature: _____

Print Name: _____

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 Authorized Signatory (title) of QPP LLC (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. Alexander Durst signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: 6/28/18 Signature: Print Name: Alexander Durst

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

☐ PARTICIPANT	☑ VOLUNTEER
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.	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.

Effective Date of the Original Agreement: 7/23/15

Signature by the Department:

DATED: 7/19/18

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:_____

BROWNFIELD CLEANUP PROGRAM (BCP)
INSTRUCTIONS FOR COMPLETING A BCP AMENDMENT APPLICATION

This form must be used to add a party, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement and/or Application. **NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.**

SECTION II NEW REQUESTOR INFORMATION

Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information. If an LLC, the members/owners names need to be provided on a separate attachment). The requestor is the person or entity seeking DEC review and approval of the remedial program.

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 Corporation & Business Entity Database. A print-out of entity information from the database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.

Requestor Address, etc.

Provide the requestor's mailing address, telephone number; fax number and e-mail address.

Representative Name, Address, etc.

Provide information for the requestor's authorized representative. This is the person to whom all correspondence, notices, etc will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative unless another contact name and address is provided with the application.

Consultant Name, Address, etc.

Provide information for the requestor's consultant.

Attorney Name, Address, etc.

Provide information for the requestor's attorney.

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 in form.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property.

Operator Name, Address, etc.

Provide information for the new operator (if different from the new requestor or owner).

SECTION IV NEW REQUESTOR ELIGIBILITY INFORMATION

As a separate attachment, provide complete and detailed information in response to any eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that such information be summarized. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

SECTION V PROPERTY DESCRIPTION AND DESCRIPTION OF CHANGES / ADDITIONS / REDUCTIONS (IF APPLICABLE)

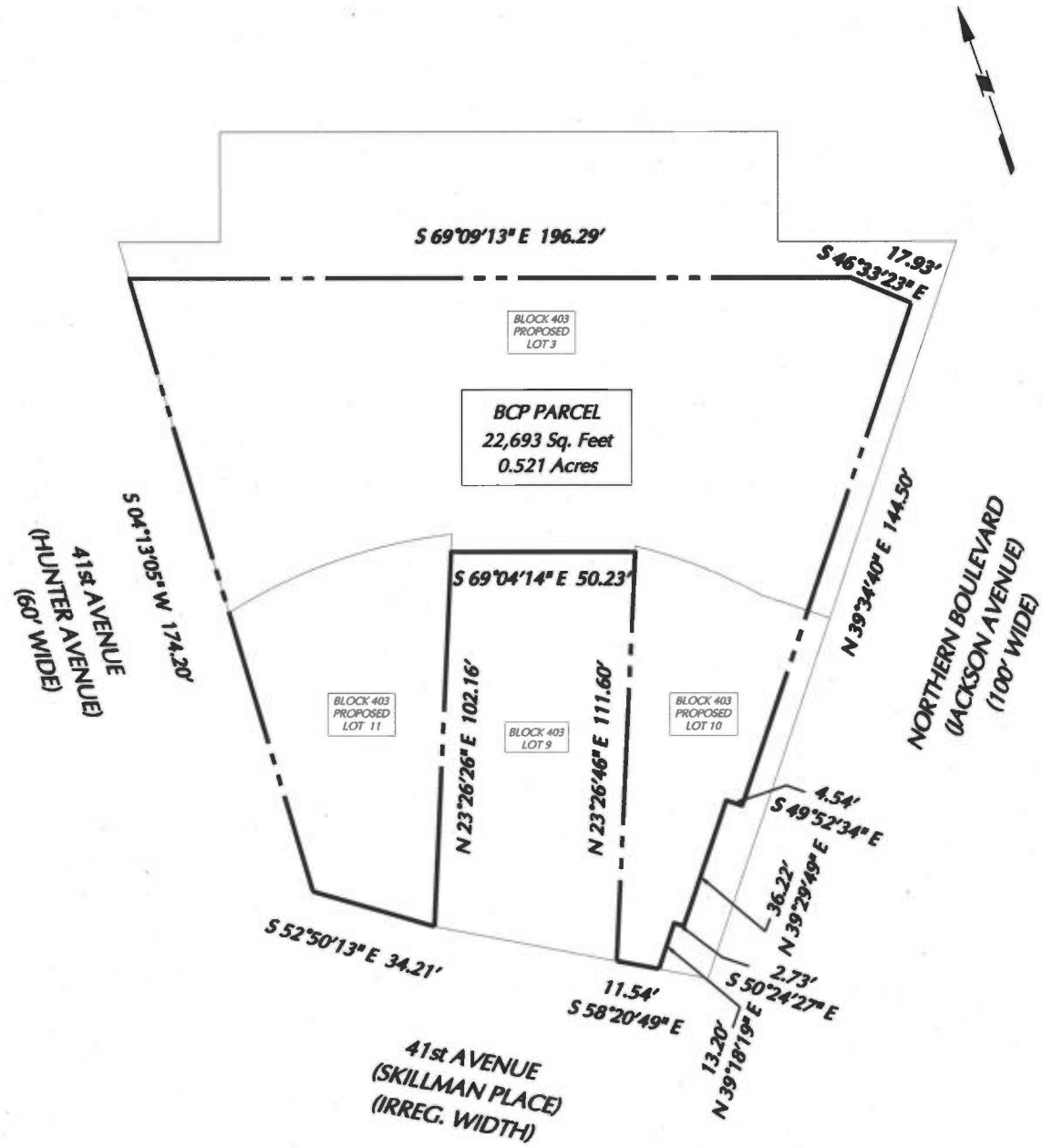
NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

Property Address

Provide a street address, city/town, and zip code. For properties with multiple addresses, provide information for all.

Tax Parcel Information

Provide the tax parcel/section/block/lot information. 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, and/or acceptable site map to this application. Tax map information may be obtained from the tax assessor's office for all tax parcels that are included in the property boundaries. Attach a county tax map with identifier numbers, along with any figures needed to show the location and boundaries of the property. Include a USGS 7.5 minute quad map on which the property appears.



NOTES

1. SKETCH SHOWN PER THE FOLLOWING REFERENCES:
   A. "FINAL SURVEY, 29-37 21ST AVENUE, BLOCK 403, LOTS NO. 6, 9, 10 & 11", BY LANGAN, PROJECT NO. 170316402, DRAWING NO. FS101, DATED 10/16/2017.
   B. SOE ELEVATED NYCT STRUCTURE, QUEENS PLAZA PARK, QUEENS, NY 11101, PLAN NO. SOE-101.00, REVISED 03-16-2018.
2. THE MERIDIAN OF THIS SURVEY IS REFERENCED TO NAD1983 NY LONG ISLAND STATE PLANE COORDINATE SYSTEM.
3. STREET NAMES, R.O.W. WIDTHS, BLOCK AND LOT NUMBERS AS PER DRAWING REFERENCED IN NOTE 1A.
4. THE INTENT OF THIS SKETCH IS TO PROVIDE THE PROPOSED BCP BOUNDARY FOR THE PROJECT SITE.

30 0 15 30
SCALE IN FEET

DRAFT 04-05-2018

LANGAN
21 Penn Plaza, 360 West 31st Street, 8th Floor
New York, NY 10001
T: 212.479.5400 F: 212.479.5444 www.langan.com
Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C. S.A.
Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C.
Langan Engineering and Environmental Services, Inc.
Langan CT, Inc.
Langan International LLC
Collectively known as Langan

Project	Drawing Title	Project No.	Drawing No.
QUEENS PLAZA PARK BLOCK No. 403, P/O LOT Nos. 6, 10 & 11 BOROUGH OF QUEENS CITY OF NEW YORK QUEENS COUNTY NEW YORK	SKETCH PLAN BCP BOUNDARY	170316402	SK-1
		Date 03-28-2018	
		Scale 1"=30'	
		Drawn By TA / Checked By PDF	
		Submission Date	Sheet 01 of 01

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Filename: \\langan.com\data\NYC\data4\170316401\Survey Data - 170316401\Carlson\Existing\170316401-Sketch.dwg Date: 4/5/2018 Time: 14:29 User: tabdelsayed Style Table: Langan.stb Layout: ANSIB-BP

CONSENT OF MEMBERS OF SRDA MANAGER, LLC

The undersigned, being all of the members of SRDA Manager, LLC, a New York limited liability company ("**SRDA**"), hereby consent, as of this 7th day of December, 2016, to the adoption of the following resolutions ("**Resolutions**") without a formal meeting:

WHEREAS, Jonathan D. Durst is the president of SRDA (in such capacity, the "**President**"), Alexander Durst is the co-vice president of SRDA (in such capacity, the "**Co-Vice President**") and Douglas D. Durst is the chairman of SRDA (in such capacity, the "**Chairman**"; the President, Co-Vice President and Chairman shall each be referred to as an "**Authorized Signatory**", and collectively as the "**Authorized Signatories**").

WHEREAS, SRDA is the managing member of The Durst Manager LLC, a New York limited liability company ("**Manager**").

WHEREAS, Manager is the manager of (i) QPP Member LLC, a Delaware limited liability company ("**Member**"), the sole member of QPP LLC, a Delaware limited liability company ("**QPP**") and QPP Lot 4 LLC, a Delaware limited liability company ("**QPP Lot 4**", and together with QPP, collectively, "**Borrower**"), and (ii) The Durst Company LLC, a New York limited liability company ("**Guarantor**").

WHEREAS, it is contemplated that Borrower shall acquire fee title to that certain real property known as and located at 29-37 41st Avenue, Long Island City, Queens, New York (the "**Property**") from Queens Plaza Park Development LLC and Queens Plaza Park Development II LLC (the "**Acquisition**"), and, in connection therewith, shall obtain from Manufacturers and Traders Trust Company ("**Lender**") a loan (the "**Loan**") in the original principal amount of $95,000,000.00 secured by a security interest in the property).

WHEREAS, in connection with the Acquisition, it is contemplated that the Borrower shall execute and deliver any and all documents, affidavits, pledges, certificates, instruments and/or agreements of any kind or nature whatsoever as necessary or appropriate (collectively, the "**Acquisition Documents**").

WHEREAS, in connection with the Loan, it is contemplated that the Borrower shall execute and deliver any and all documents, affidavits, pledges, certificates, instruments and/or agreements of any kind or nature whatsoever as necessary or appropriate (collectively, the "**Loan Documents**"), including, without limitation, those set forth on Schedule A annexed hereto.

WHEREAS, in connection with the Loan, it is contemplated that the Guarantor shall execute and deliver any and all documents, certificates, instruments and/or agreements of any kind or nature whatsoever as necessary or appropriate (collectively, the "**Guarantor Documents**"), including, without limitation, those set forth on Schedule B annexed hereto.

NOW, THEREFORE BE IT:

RESOLVED THAT the form, terms, conditions and consideration set forth in the Acquisition Documents, the Loan Documents and the Guarantor Documents and the transactions contemplated thereunder and the payment of any fees required in connection therewith (collectively, the "**Transactions**") be, and hereby are, authorized and approved for all purposes and in all respects, and the Borrower, Member, Guarantor, Manager, SRDA and Authorized

Signatories, as applicable, are hereby authorized to take any such actions as necessary or appropriate in connection with the Transactions, including, without limitation, the execution of the Acquisition Documents, Loan Documents and Guarantor Documents, as applicable.

RESOLVED FURTHER that Manager, in its capacity as the manager of (i) Member, the sole member of Borrower and (ii) Guarantor, is hereby authorized, empowered and directed to execute and deliver in the name and on behalf of the Borrower and Guarantor, as applicable, the Acquisition Documents, Loan Documents and Guarantor Documents, as applicable, and to take from time to time any other actions which Manager in its discretion determines to be necessary or appropriate to effectuate the Transactions on behalf of the Borrower and Guarantor as applicable, whether upon the terms and conditions set forth in the Acquisition Documents, Loan Documents and Guarantor Documents, as applicable, or on such terms and conditions as Manager in its discretion determines to be appropriate, and the execution and delivery of the Acquisition Documents, Loan Documents and Guarantor Documents, as applicable, by Manager shall constitute conclusive evidence that the form, terms and conditions contained therein have been determined to be appropriate by Manager on behalf of the Borrower and Guarantor, as applicable, pursuant to these Resolutions.

RESOLVED FURTHER that SRDA, in its capacity as the managing member of Manager, is hereby authorized, empowered and directed to execute and deliver in the name and on behalf of Manager, as the manager of (i) Member, the sole member of the Borrower and (ii) Guarantor, as applicable, the Acquisition Documents, the Loan Documents and Guarantor Documents, as applicable, and to take from time to time any other actions which SRDA in its discretion determines to be necessary or appropriate to effectuate the Transactions on behalf of Manager on behalf of Member on behalf of the Borrower and Guarantor, as applicable, whether upon the terms and conditions set forth in the Acquisition Documents, the Acquisition Documents, Loan Documents and Guarantor Documents, as applicable, or on such terms and conditions as SRDA in its discretion determines to be appropriate, and the execution and delivery of the Acquisition Documents, the Loan Documents and Guarantor Documents, as applicable, by SRDA shall constitute conclusive evidence that the form, terms and conditions contained therein have been determined to be appropriate by SRDA on behalf of Manager on behalf of Member on behalf of the Borrower and Guarantor, as applicable, pursuant to these Resolutions.

RESOLVED FURTHER that the Authorized Signatories are hereby authorized, empowered and directed, whether jointly or individually, to execute and deliver in the name and on behalf of SRDA, the managing member of Manager, the manager of (i) Member, the sole member of the Borrower and (ii) Guarantor, as applicable, the Acquisition Documents, the Loan Documents and Guarantor Documents, as applicable, and to take from time to time any other actions which any Authorized Signatory, in his discretion, determines to be necessary or appropriate to effectuate the Transactions on behalf of SRDA on behalf of Manager on behalf of Member on behalf of the Borrower and Guarantor, as applicable, whether upon the terms and conditions set forth in the Acquisition Documents, the Loan Documents and Guarantor Documents, as applicable, or on such terms and conditions as any Authorized Signatory, in his discretion, determines to be appropriate, and the execution and delivery of the Acquisition Documents, the Loan Documents and Guarantor Documents, as applicable, by any Authorized Signatory shall constitute conclusive evidence that the form, terms and conditions contained therein have been determined to be appropriate by the Authorized Signatories on behalf of

SRDA on behalf of Manager on behalf of the Member on behalf of the Borrower and Guarantor, as applicable, pursuant to these Resolutions.

RESOLVED FURTHER that any and all other actions heretofore taken by the Borrower, Member, Guarantor, SRDA, Manager and/or the Authorized Signatories, in such capacities as aforesaid, to execute and deliver any of the Acquisition Documents, the Loan Documents and/or Guarantor Documents, or to take any of the actions authorized by these Resolutions, are hereby approved, ratified and confirmed in all respects.

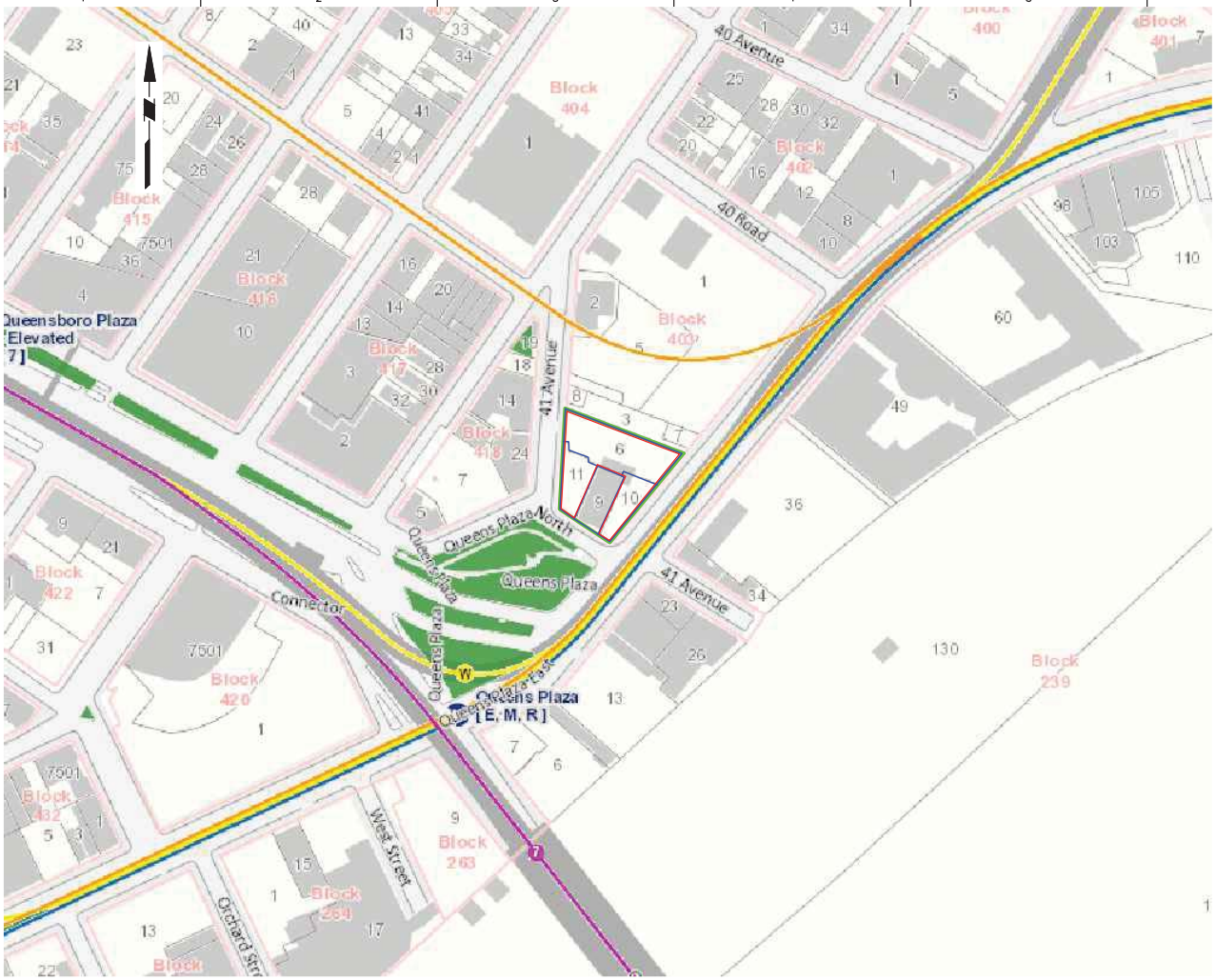
These Resolutions may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. Copies of counterparts showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed and delivered these Resolutions as of the date first above written.

Douglas D. Durst, member of SRDA Manager, LLC, the managing member of The Durst Manager LLC, the manager of QPP Member LLC, the sole member of QPP LLC and QPP Lot 4 LLC, and The Durst Company LLC

Jonathan D. Durst, member of SRDA Manager, LLC, the managing member of The Durst Manager LLC, the manager of QPP Member LLC, the sole member of QPP LLC and QPP Lot 4 LLC, and The Durst Company LLC



LEGEND:

APPROXIMATE TAX LOT BOUNDARIES

BROWNFIELD CLEANUP PROGRAM SITE BOUNDARY

NOTE:

1. THE BASE MAP IS REFERENCED FROM WWW.OASISNYC.NET/MAP, DATED MARCH 29, 2017.

200 0 100 200

SCALE IN FEET

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Langan CT, Inc.
Langan International LLC

Collectively known as Langan

Project

QUEENS PLAZA NORTH

BLOCK No. 403, LOT Nos. 21 and 26
LONG ISLAND CITY

QUEENS NEW YORK

Figure Title

SITE PLAN

Project No. 170316401	Figure No. 2
Date 03/23/2017	
Scale 1"=200'	
Drawn By / Checked By	
Submission Date	Sheet 2 of 2

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Filename: \\langan.com\data\NY\data4\170316402\Cadd Data - 170316402\SheetFiles\Monthly Reports\Figure 2 - Site Location Plan.dwg Date: 4/7/2017 Time: 16:47 User: emonfort Style Table: Langan.stb Layout: Figure 2