NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
STATE SUPERFUND PROGRAM
ECL §27-1301 *et seq.*

In the Matter of a Remedial Program for

ORDER ON CONSENT

DEC Site Name: Republic Steel (LTV)(Marilla Street Landfill)

Index No. R9-20260826-141

DEC Site No.: 915047
Site Address: 107 Marilla Street, Buffalo, NY 14220

Hereinafter referred to as "Site"

by: Steelfields Solar 2, LLC

Hereinafter referred to as "Respondent"

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1. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.

2. The Department is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 1, Title 3 of the ECL, and Resource management under Article 27, Title 6 of the ECL Part 375 of 6 NYCRR.

3. This Order on Consent ("Order") is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13 and ECL 3-0301, and is consistent with the Department's goals pursuant to Policy DMM-4 Guidance for Photovoltaic Solar Projects at Closed Solid Waste Landfills ("DMM-4"), and resolves Respondent's liability, if any, to the State as provided at 6 NYCRR 375-1.5(b)(5).

4. The Site is part of a broader closed landfill site comprising numerous parcels, which is collectively listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State (the "Registry") as Site Number 915047, with a Classification of 4 pursuant to ECL 27-1305 (the "Real Property").

5. "Site" for purposes of this Order shall mean 107 Marilla Street, Buffalo, NY 14220, Section 133.17, Block 1, Lot 1.1.

6. On or about October 19, 1992, LTV Steel Company, Inc. entered into an Order on Consent with the Department to perform a Hazardous Waste Remediation Phase II Investigation and complete a Solid Waste Management Investigation Program investigation. Based upon the results of the Site Investigations and Feasibility Study of the Real Property, the Department selected a remedy for the Real Property that was described in a Record of Decision, dated March 1997. The remedy consisted of wetland hot-spot excavations, placement of clay and topsoil, and maintenance and monitoring of the landfill, surface water, groundwater, and sediment. A subsequent owner – Steelfields, LTD – then entered the Real Property into the then-existing Voluntary Cleanup Program. Following closure, a Post-Closure Monitoring and Maintenance Plan ("PCMM") was finalized in October 1999 and last updated in November 2010.

7. In early 2026 South Buffalo Land Lease LLC ("SBLL") purchased the Site and is the current owner. SBLL is responsible for, among other things, the obligations at the Site associated with the PCMM, including ongoing monitoring.

8. Respondent represents that it is a solar developer and has a leasehold interest that has been entered with SBLL allowing it to install solar energy generating infrastructure at the Site, and that it has no connection with any contamination now or previously at the site.

9. Respondent and the Department agree that the primary goals of this Order are to facilitate Respondent's solar energy development at the Site, and to memorialize the obligations of Respondent to ensure that existing remedial measures as identified in the PCMM, including engineering and institutional controls, are not harmed and their effectiveness is not reduced by Respondent's activities at the property, and if such harm or reduced effectiveness results from Respondent's activities, Respondent's obligations to perform corrective action to ensure the protection of public health and the environment, bring remedial measure back to full capacity, and remediate as necessary any release of hazardous waste at or from the site.

10. The Department acknowledges that Respondent is entering into this Order solely on the basis of its status as a lessee at the Site after the implementation of on-site remedial action and implementation of site engineering controls ("ECs") and institutional controls ("ICs"), for which this Order is intended to address Respondents obligations associated with future compliance with the Site ECs and ICs to account for its proposed development and operational activities, as allowed for by the lease, which is consistent with DMM-4.

11. Respondent consents to the issuance of this Order without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, agreement, requirement, or standard of care of any kind whatsoever; (ii) an acknowledgment that there has been a release or threatened release of

hazardous waste at or from the Site; and/or (iii) an acknowledgment that a release or threatened release of hazardous waste at or from the Site constitutes a significant threat to the public health or environment, except as governed by any other agreement, consent order, consent decree, settlement, or other document.

12. Solely regarding the matters set forth below, Respondent hereby waives any right to a hearing as may be provided by law, consents to the issuance and entry of this Order, and agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order and agrees not to contest the validity of this Order or its terms or the validity of data submitted to the Department by Respondent pursuant to this Order. The Parties recognize that this Order is mutually acceptable, fair, reasonable, and in the public interest.

NOW, having considered this matter and being duly advised, **IT IS ORDERED THAT:**

I. Real Property

A. The Site subject to this Order has been assigned number 915047 and is further described as follows:

B. Subject Property Description (A Map of the Site is attached as Exhibit "A")

1. Section, Block, and Lot: 133.17, 1, 1.1

2. Site Address: 107 Marilla Street, Buffalo, NY 14220

The obligations of the Respondent are only applicable to the Site as identified in Exhibit A attached hereto and only as it applies to actual operational considerations (and not any ongoing operation, monitoring, and maintenance obligations tied to the Site institutional and engineering controls, unless such obligations are implicated by the solar development), as well as any area of ingress/egress or area used for the purpose of allowing for the construction and operation of the solar photovoltaic facility and attendant operations.

II. SBLL's Obligations

Notwithstanding anything potentially to the contrary in this Order, as owner of the Site, SBLL is obligated to carry out any existing remedial measures as identified in the PCMM, including engineering and institutional controls and ongoing monitoring. Entrance into this Order is not intended to, nor does it change or alter the obligations of SBLL as it applies to all ongoing compliance with PCM requirements, cost reimbursement or recovery for Department oversight costs, and other existing obligations unless expressly stated herein.

III. Respondent's Obligations

A. Respondent shall not interfere with or cause to be interfered with any and all obligations of any entity under any and all agreements, orders, decrees, plans, governing documents, regulations, and statutes related to the Site.

B. Respondent shall not interfere with or cause to be interfered with any and all engineering controls ("ECs"), now on site or placed on the site in the future, and allow said ECs to be operated and maintained, and inspected at a frequency and in a manner as specified in the Site's PCMM.

C. Respondent shall ensure all environmental or public health monitoring required related to its activities at the Site must be performed in accordance with the Site's PCMM. All data and information must be reported at the frequency and in the manner as defined in the Site's PCMM.

D. Respondent shall ensure that any and of its activities that may affect the remedy must be conducted in a manner not to diminish the effectiveness of the remedy in any way.

E. Respondent shall ensure that no actions by Respondent or any entity on or at the Site as a result of Respondent's actions, whether accessing, working, or otherwise, diminish the effectiveness off, damage, interfere with, or in any way negatively affect the remedy.

F. All activities at the Site must be conducted in accordance with the Site's PCMM.

G. Respondent shall provide notice to the Department of any activities by Respondent at the Site thirty (30) days prior to said activities.

H. Access to the Site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner and Respondent.

1. The Department, its employees, and other representatives shall have access to and be able to observe any and all activities at the Site, including but not limited to those related to renewable energy infrastructure, generation, development, transmission, and other related activities.

2. Access to the Department, its employees, or other representatives shall be provided for the implementation of response actions at and near the Site under applicable federal and state law, including but not limited to all activities authorized under ECL §§ 27-1309(3) – (4) and ECL § 27-1313(8). The Department retains all its authorities and rights, including enforcement authorities thereto, under CERCLA, Article 27, Title 13 of the ECL or pursuant to any other provision of state or federal statutory or common law with respect to such access.

3. In the instance of a response to an imminent or actual threat to public health or the environment at or emanating from the Site, the Department will make reasonable efforts to coordinate with Respondent and to provide notification of access within 24 hours of access to the Site, or within 72 hours if such 24 hours is not possible.

I. In no way diminishing or contravening Respondent's obligations under law, Respondent is responsible for and agrees to remedy and/or pay for any and all responses to Respondent's activities that have interfered with a proposed, ongoing, or completed remedial program at the Site required by the Department, including but not limited to damage to engineering controls. Respondent shall cooperate with the Department and, at Respondent's sole cost and expense, correct any impacts and establish any controls reasonably required in connection with such modifications.

J. Respondent agrees to immediately stop work upon verbal or written notice from the Department if the Department suspects there are violations of this Order, significant interference with a proposed, ongoing, or completed remedial program the Site, and/or threats to public health or the environment. If verbal notice is provided, written notice shall follow within 24 hours. This work stoppage will be in place until the Department determines that violations have been cured or threats have been eliminated

K. Respondent shall provide plans as required in the sub-sections below.

1. Respondent must provide design plans for review and approval 30 days before the start of any intrusive development work at the Site. This plan should include techniques and strategies for protecting the remedy, including any cover system, shall not interfere with the function of the existing remedial system nor shall it result in increased potential for erosion or unauthorized release gas at the Site.

2. Respondent must provide final as-built plans upon completion of the solar installation when available after substantial completion.

3. Develop for Department approval a Health & Safety Plan to be in place during and following construction. Respondent shall coordinate with the Department to develop emergency contact information, reporting procedures, and a notification list.

4. Develop for Department approval a monitoring and maintenance plan for the solar energy gathering, generating, distribution, and other related infrastructure. Any plan must be submitted at least 30 days prior to the expected completion date of the solar installation. Alternatively, any existing Operation and Maintenance Plan shall be updated to include this requirement.

L. Respondent shall ensure all design documents, other reports, or plans at the Site are stamped by a New York State licensed Professional Engineer.

M. Respondent or its consultant or agent shall provide engineering oversight by a New York State licensed Professional Engineer during the construction of the solar energy generating infrastructure, including on-site oversight. Such oversight shall include, but not be limited to, adherence to design, conformance to construction plans, on-site monitoring of construction, and confirmation there is no damage to engineering controls or any other component of the remedy.

N. Respondent shall comply with any land use restrictions and institutional controls on the Site. If Respondents or their successors and assigns propose to change the use of the Site, as defined in ECL 27-1317 and 6 NYCRR Part 375-2.2(a), Respondents must comply with the notice requirements of 6 NYCRR Part 375-1.11(d).

O. Respondent shall exercise due care and shall comply with all applicable local, state and federal laws and regulations with respect to the existing contamination at the Site. Respondent recognizes that the implementation of future potential response actions at the Site may interfere with Respondent's use of the Site and may require closure of its operations or a part thereof. Respondent agrees to cooperate fully with the Department in the implementation of necessary response actions at the Site and further agrees not to interfere with such necessary response actions. The Department agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with Respondent's operations by entry and implementation of response actions. In the event Respondent becomes aware of any action or occurrence which causes or threatens a release of hazardous waste, pollutants or contaminants at or from the Site that constitutes an emergency situation or may present an immediate threat to public health or the environment, Respondent shall immediately take appropriate action to prevent, abate or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements, or any other law, immediately notify the Department of such release or threatened release.

IV. Communications

A. Respondent shall coordinate with the Department regarding the installation of solar infrastructure, including, but not limited to, through the use of either phone calls, conference calls, and/or site visits.

B. Respondent shall communicate to the Department if the Respondent and/or any of its contractors encounter anything unexpected, unusual, or that in anyway may affect the remedial program at or related to the Site, and provide said notices as soon as encountered, but no later than 24 hours after discovery, to the Department.

C. All written communications required by this Order shall be transmitted by electronic means, whenever possible. Paper copies should be provided upon request.

D. Communication from Respondent shall be sent to:

1. Megan Kuczka, Project Manager
New York State Department of Environmental Conservation
700 Delware Avenue, Buffalo, NY 14209
Megan.kuczka@dec.ny.gov

2. Teresa J. Mucha, Esq. (correspondence only), Project Attorney
New York State Department of Environmental Conservation
Office of General Counsel
700 Delaware Avenue, Buffalo, NY 14209
teresa.mucha@dec.ny.gov

E. Communication from the Department to Respondent shall be sent to:

1. Andrew Day
Manager
Steelfields Solar 2, LLC
C/O Source Renewables, LLC
42 Lake Avenue, Ext. #230
Danbury, CT 06811
aday@sourcerenew.com

2. Michael J. Hecker, Esq.
Hodgson Russ LLP
140 Pearl Street
Buffalo, New York 14202
mhecker@hodgsonruss.com

F. The Department and Respondent 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 Respondent

provide more than one paper copy of any work plan or report.

G. Each party shall notify the other within ninety (90) days after any change in the addresses listed in Paragraphs III or IV. See Appendix A Paragraph VI.D for instruction on notification of invoice contact and address changes.

V. Liability Release

A. Subject to the Reservation of Rights in Paragraph V of this Order, and based upon the Respondent's compliance with this Order, continued cooperation with the Department, the Department hereby release and covenants not to sue, and shall forbear from bringing any action, proceeding, or suit pursuant to New York's Environmental Conservation Law or State Finance Law involving or relating to the release or threatened release of contamination existing on, at, or emanating from the Site as of the effective date of this Order (the "Existing Contamination"), and from referring to the New York Attorney General any claim for recovery of costs incurred by the Department against Respondent and Respondent's members, managers, officers, directors, shareholders, lessees, sublessees, grantees, successor and assigns, successors-in-title and its respective secured creditors for the further investigation and remediation of the Site based upon the Existing Contamination. The Department, however, hereby reserves its rights concerning, and such Release and Covenant Not to Sue shall not extend to, any further investigation or remedial action the Department deems necessary:

1. Due to environmental conditions or information related to the Site unrelated to Existing Contamination (whether onsite or offsite) at the time of this Release and Covenant Not to Sue was issued and which indicate that this Order cannot be implemented with sufficient protection of human health and the environment and for which the Respondent is deemed to be liable;

2. Due to Respondent's failure to comply with this Order; or

3. Due to fraud committed by Respondent in entering into or implementing this Order.

B. Additionally, the Department hereby reserves its rights concerning, and such Release and Covenant Not to Sue shall not extend to Respondent or any of Respondent's lessees, sublessees, successors or assigns or successors-in-title who cause or allow a release or threat of release at the Site or any hazardous waste or petroleum; nor to any of Respondent's lessees, successors or assigns who are otherwise responsible under state or federal law for the remediation of Existing Contamination or any newly discovered contamination independent of any obligation that party may have respecting the same resulting solely from the Order's execution.

C. With respect to any claim or cause of action asserted by the Department, the party seeking the benefit of the Release and Covenant Not to Sue shall bear the burden of proving that the claim or cause of action, is attributable solely to the Existing Contamination.

D. Notwithstanding any other provision in this Release and Covenant Not to Sue:

1. If with respect to this Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this Order shall be construed or deemed to preclude the State of New York from recovering such claim.

2. Except as provided in this Order, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights (including, but not limited to, the right to recover natural resource damages) with respect to any party, including Respondent.

E. Nothing contained in this Order shall prejudice any rights of the Department to take investigatory or remedial action it deems necessary if Respondent fails to comply with the Order or if contamination other than Existing Contamination is encountered at the Site.

F. Nothing contained in this Order shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

G. Nothing herein shall be construed as barring, diminishing, adjudicating or in any way affecting any legal rights or claims, actions, suits, causes of action or demands whatsoever that (i) Respondent may have against any party other than the Department, and (ii) the Department may have against any party other than Respondent, its directors, officers, employees, agents and servants, and those successors and assigns of Respondent that were not responsible under applicable law for the development and implementation of a remedial program at the Site prior to the effective date of this Order, and their respective secured creditors.

VI. Reservation of Rights

A. The Release and Covenant Not to Sue set forth in Paragraph IV does not pertain to any matters other than those expressly specified in Paragraph IV. The Department reserves and this Order is without prejudice to all rights against Respondent with respect to all other matters, including but not limited to claims based on a failure by Respondent to meet requirements of this Order, including but not limited to Access/Notice to Successors in Interest and requirements of Due Care/Cooperation.

B. Except as provided in the Release and Covenant Not to Sue in Paragraph IV after its issuance and except as otherwise provided in this Order, nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting any of the Department's rights or authorities, including but not limited to the right to take any investigatory or remedial action deemed necessary, and the right to exercise summary abatement powers with respect to any person, including Respondent.

C. Except as otherwise provided in this Order, Respondent expressly reserves all rights and defenses under applicable law to contest, defend against, dispute or disprove any actions, proceedings, allegations, assertions or determinations of the Department, including any assertion of remedial liability by the Department against Respondent, 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 Order. The existence of this Order or Respondent's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing or violation of law by Respondent, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

D. Except as provided in this Order, Respondent reserves such rights as it may have to seek and obtain contribution, indemnification and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers, for past or future response and/or cleanup costs or other such costs or damages arising from contamination at the Site as provided under applicable law.

VII. Indemnification

Respondent shall indemnify and hold the Department, the State of New York and their employees and representatives harmless for all third-party claims, suits, actions, damages and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors and assigns except for liability arising from (i) vehicular accidents occurring during travel to or from the Site; or (ii) willful, wanton or malicious acts or omissions, and acts or omissions constituting gross negligence or criminal behavior by the Department, the State of New York and/or their employees and representatives during the course of any activities conducted pursuant to this Order. The Department shall provide Respondent with written notice no less than thirty (30) days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

VIII. Parties Bound/Transfer of Covenant Not to Sue

A. This Order shall apply to and be binding upon the Department and shall apply to and be binding on the Respondent, its officers, directors, employees and agents. Each signatory of a Party to this Order represents that he or she is fully authorized to enter into the terms and conditions of this Order and to legally bind such Party.

B. In the event of an assignment or transfer of interest Respondent's solar energy infrastructure at the Site, the assignor or transferor shall continue to be bound by all of the terms and conditions, and subject to all the benefits, of this Order except as the Department and the assignor or transferor agree otherwise and modify this Order, in writing, accordingly. Moreover, prior to or simultaneously with any assignment or transfer of interest, the assignee or transferee must consent in writing to be bound by the terms of this Order.

IX. Disclaimer

This Order in no way constitutes a finding by the Department as to the risks to human health and the environment which may be posed by the Existing Contamination at the Site nor constitutes any representation by the Department that the Site is fit for any particular purpose.

X. Termination

A. Should the Release and Covenant Not to Sue set forth in Paragraph VI herein become null and void, *ab initio*, in the event of fraud relating to the execution or implementation of this Order or in the event of Respondent's failure to materially comply with any provision of this Order, then neither this Order nor its termination shall affect any liability of Respondent for remediation of the Site and/or for payment of State Costs, including implementation of removal and remedial actions, interest, enforcement, and any and all other response costs as defined under CERCLA, to the extent applicable.

B. If any Party to this Order believes that any or all of the obligations under Paragraph II (Site Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of this Order, that Party may request in writing that the other Party agree to terminate the provisions establishing such obligations; provided that the provisions in question shall continue in full force unless and until the Party requesting such termination receives written confirmation from the other Party to terminate such provisions.

XI. Miscellaneous

A. Penalties

1. Respondent's failure to comply with any term of this Order constitutes a violation of this Order, the ECL, and 6 NYCRR 375-

2.11(a)(4). Nothing herein abridges Respondent's right to contest any allegation that it has failed to comply with this Order.

2. Payment of any penalties shall not in any way alter Respondent's obligations under this Order.

3. Respondent shall not suffer any penalty or be subject to any proceeding or action in the event it cannot comply with any requirement of this Order as a result of any Force Majeure Event as provided at 6 NYCRR 375-1.5(b)(4). Respondent must use best efforts to anticipate the potential Force Majeure Event, best efforts to address any such event as it is occurring, and best efforts following the Force Majeure Event to minimize delay to the greatest extent possible. "Force Majeure" does not include Respondent's economic inability to comply with any obligation, the failure of Respondent to make complete and timely application for any required approval or permit, and non-attainment of the goals, standards, and requirements of this Order.

a) Respondent shall notify the Department in writing within five (5) Days of the onset of any Force Majeure Event. Failure to give such notice within such five (5) Day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall be deemed to know of any circumstance which it, any entity controlled by it, or its contractors knew or should have known.

(1) Respondent shall have the burden of proving by a preponderance of the evidence that (i) the delay or anticipated delay has been or will be caused by a Force Majeure Event; (ii) the duration of the delay or the extension sought is warranted under the circumstances; (iii) best efforts were exercised to avoid and mitigate the effects of the delay; and (iv) Respondent complied with the requirements regarding timely notification.

(2) If the Department agrees that the delay or anticipated delay is attributable to a Force Majeure Event, the time for performance of the obligations that are affected by the Force Majeure Event shall be extended for a period of time equivalent to the time lost because of the Force majeure event, in accordance with 375-1.5(4).

(3) If the Department rejects Respondent's assertion that an event provides a defense to non-compliance with this Order, Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to 6 NYCRR Part 375 and Respondent's position prevails.

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

C. The terms of this Order shall constitute the complete and entire Order between the Department and Respondent concerning the implementation of the activities required by this Order. No term, condition, understanding, order or agreement purporting to modify or vary any term of this Order 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 Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Order. In the event of a conflict between the terms of this Order and any Work Plan submitted pursuant to this Order, the terms of this Order shall control over the terms of the Work Plan(s). Respondent consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Order.

D. Respondent agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Order it will notify the Department in writing no later than sixty (60) days prior to the initiation of such suit or claim.

E. Respondent also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Order, it will notify the Department in writing within ten (10) days of service of the complaint on them.

F. Except as set forth herein, if Respondent desires that any provision of this Order be changed, Respondent shall make timely written application to the Commissioner with copies to the parties listed herein.

G. This Order 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.

H. All activities undertaken by Respondent pursuant to this Order shall be performed in accordance with the requirements of all applicable Federal and State laws, regulations and guidance documents.

I. This order shall terminate upon written agreement by all parties that no solar energy infrastructure remains at the Site, and that no obligations of the parties remain.

J. The effective date of this Order is the 10th day after it is signed by the Commissioner or the Commissioner's designee.

[Signature Page Follows]

DATED: 10/5/2026

AMANDA LEFTON
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

Andrew Guglielmi, Director
Division of Environmental Remediation

CONSENT BY RESPONDENT

Index No. R9-20260826-141

Respondent, **Steelfields Solar 2, LLC,** hereby consents to the issuance of the foregoing order without further notice, waives its right to a hearing herein, and agrees to be bound by the terms, provisions, and conditions contained herein.

Steelfields Solar 2, LLC

By [Signature]: ARDay

Name [Print]: Andrew R. Day

Title: Manager

Date: 9/14/26

Email: aday@sourcerenew.com

Acknowledgment

STATE OF Connecticut)
) ss:
COUNTY OF Fairfield)

On the 14th day of Sept., in the year 26, before me, the undersigned, personally appeared Andrew Day, 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.

Gisella Varano

Notary Public Gisella Varano

GISELLA VARANO
NOTARY PUBLIC
My Commission Expires 04/30/2029

EXHIBIT "A"

Map

Exhibit A

DESCRIPTION OF PROPERTY

107 Marilla Street, Buffalo NY 14220

Section 133.17 Block 1 Lot 1.1

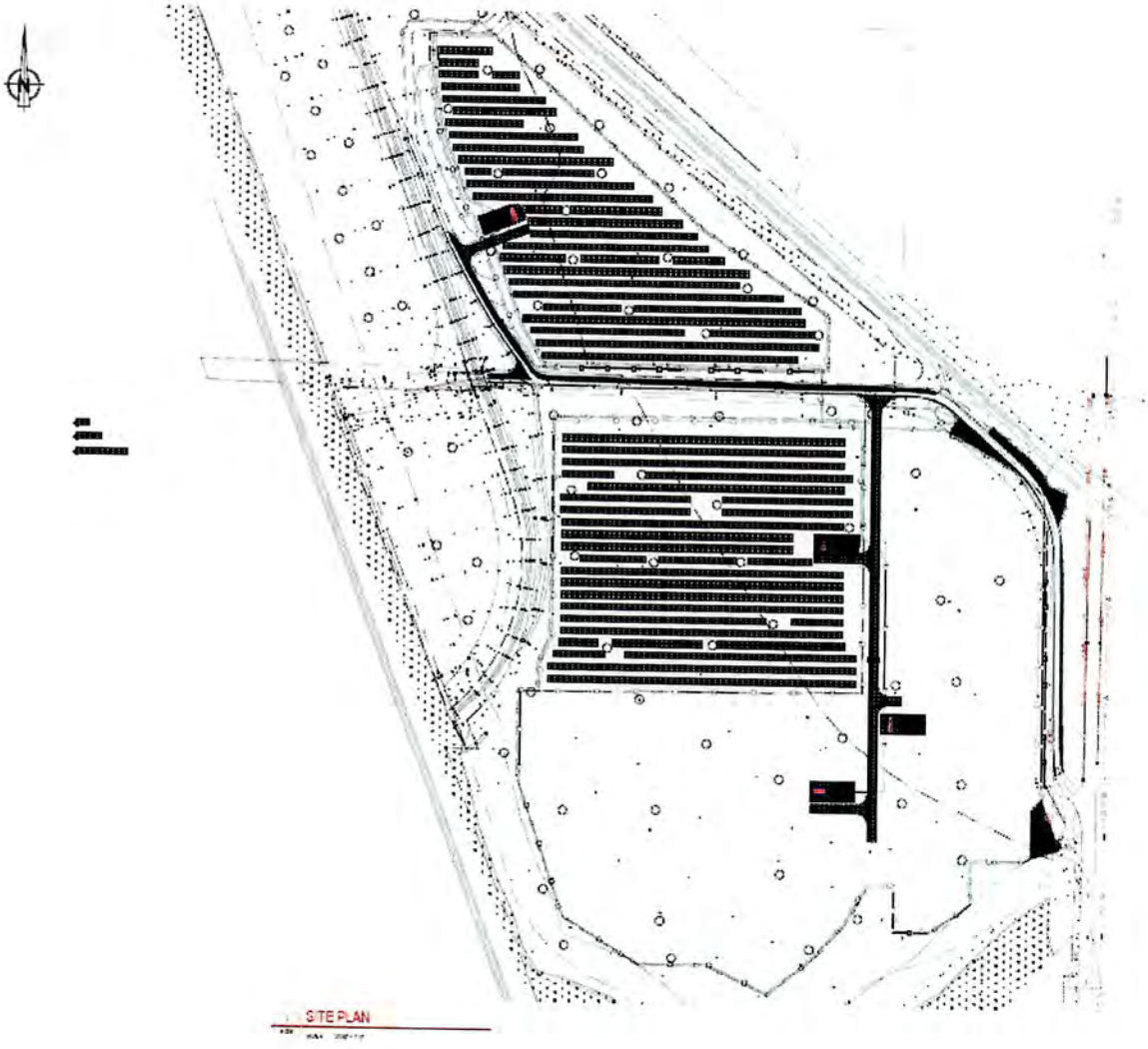


Exhibit A-1

DESCRIPTION OF OVERALL PROPERTY

Lot: LOT 2

All that tract or parcel that situate in the City of Buffalo, County of Erie, State of New York, being part of Lots 17, 18, 42, 43 and 44, Township 10 North, Range 8 West of Buffalo Creek Indian Reservation, being bounded and described as follows:

Commencing at a point in the westerly Right of Way of Hopkins Street at its intersection with the division line of lands between now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 133.17-1-10 on the south and Buffalo Rochester Pittsburgh Railroad, Tax Account #: 133.13-1-8 on the north; thence N 49°09'16" W along said division line a distance of 309.38' to a point in the division line between lands now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 133.17-1-10 on the south and lands now or formerly of Buffalo Rochester Pittsburgh Railroad, Tax Account #: 133.13-1-9 on the north, thence continuing along said division line N 88°35'38" W a distance of 119.69' to a point in the division line of lands between now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 133.17-1-10 on the south and Nicklaus Olmstead Buffalo, Inc., Tax Account #: 133.13-1-8 on the north, said point being the True Point of Beginning; thence

1) N 88°35'38" W along said division line a distance of 69.03' to a point; thence

2) S 00°04'46" E through lands now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 133.17-1-10 and lands now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 133.17-1-1 a distance of 726.64' to a point; thence

3) S 89°27'52" W continuing through said lands now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 133.17-1-1 a distance of 867.80' to a point in the division line of lands between now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 133.17-1-1 on the south and lands now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 132.20.1-1-2.2 on the north; thence

4) Along said division line with a curve turning to the right with an arc length of 94.25', with a radius of 533.39', with a chord bearing of S 41°16'21" W, with a chord length of 94.13', to a point; thence

5) S 20°35'38" E continuing along said division line a distance of 71.71' to a point in the division line of lands between now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 133.20-1-2.2 on the north and lands now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 133.17-1-9 on the south; thence

6) N 88°24'52" W along said division line a distance of 26.24' to a point in the division line of lands between now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 133.20-1-2.2 on the east and lands now or formerly of Norfolk & Western Railroad, Tax Account #: 132.16-1-8 on the west; thence

7) N 20°35'38" W along said division line a distance of 911.31' to a point in the southerly boundary of lands now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 133.17-1-10; thence

8) N 88°35'38" W along said southerly boundary a distance of 297.77' to a point; thence

9) N 20°35'38" W along said boundary line a distance of 53.39' to a point; thence

10) S 88°35'38" E along the northerly boundary of lands now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 133.17-1-10 a distance of 297.77' to a point in the division line of lands between now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 132.16-1-9 on the east and lands now or formerly of Norfolk & Western Railroad, Tax Account #: 132.16-1-8 on the west; thence

11) N 20°35'38" W along said division line a distance of 1840.55' to a point in the division line of lands between now or formerly of Nicklaus Olmsted Buffalo, Inc., Tax Account #: 1322.16-1-9 on the south and lands now or formerly of Buffalo Rochester Pittsburgh Railroad, Tax Account #: 132.16-1-10 on the north; thence\

12) N 53°16'02" E along said division line a distance of 71.47' to a point; thence

13) Continuing along said division line with a curve turning to the left with an arc length of 428.51', with a radius of 1966.58', with a chord bearing of S 42°54'44" E, with a chord length of 427.66', to a point; thence

14) S 49°09'16" E along the westerly boundary of lands now or formerly of Buffalo Rochester Pittsburgh Railroad, a distance of 2165.28' to a point; thence

15) S 00°43'23" W along the said westerly boundary a distance of 69.17' to the True Point of Beginning.

The above described parcel contains 48.420 acres (2109183 sq. ft.)