Site Code: C734052

NEW YORK STATE | Department of Environmental Conservation

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

Please refer to the attached instructions for guidance on completing this application.

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment seeks to add or subtract more than an insignificant acreage of property to the BCA, applicants are encouraged to consult with the DEC project team prior to submitting this application.

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

1. Check the appropriate box(es) below based on the nature of the amendment modification(s) requested:

☑ Amendment to modify the existing BCA (check one or more boxes below):

- ☑ Add applicant(s)
- ☐ Substitute applicant(s)
- ☐ Remove applicant(s)
- ☐ Change in name of applicant(s)

☑ Amendment to reflect a transfer of title to all or part of the brownfield site:

a. A copy of the recorded deed must be provided. Is this attached? ◉ Yes ○ No

b. ☑ Change in ownership ☐ Additional owner (such as a beneficial owner)

c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? ◉ Yes ○ No Submitted on: 08/08/2026

☑ Amendment to modify description of the property(ies) listed in the existing BCA

☐ Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA

☐ Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.

☐ Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment:

See Attached SUPPLEMENT

SECTION I: CURRENT AGREEMENT INFORMATION
This section must be completed in full. Attach additional pages as necessary.

BCP SITE NAME: Former Accurate Die Casting Site	BCP SITE NUMBER: C734052
NAME OF CURRENT APPLICANT(S): FOUBU Environmental Services, LLC	
INDEX NUMBER OF AGREEMENT: C734052-03-15	DATE OF ORIGINAL AGREEMENT: 06/01/15
APPLICANT'S SIGNATORY: John F. Sutphen, Managing Executive	

SECTION II: NEW REQUESTOR INFORMATION
Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.

NAME: Genesee Fayetteville, LLC		
ADDRESS: 396 East Henrietta Road		
CITY/TOWN: Rochester		ZIP CODE: 14620
PHONE: (585) 797-8877	EMAIL: mlester@caliberbrokerage.com	
REQUESTOR CONTACT: Matthew J. Lester		
ADDRESS: 396 East Henrietta Road		
CITY/TOWN: Rochester		ZIP CODE: 14620
PHONE: (585) 797-8877	EMAIL: mlester@caliberbrokerage.com	
REQUESTOR'S CONSULTANT: JAMES ENVIRONMENTAL MANAGEMENT	CONTACT: James F. Blasting, P.G.	
ADDRESS: 134 Greenridge Drive		
CITY/TOWN: Manlius		ZIP CODE: 13104
PHONE: (315) 263-3388	EMAIL: jfblasting@james-em.com	
REQUESTOR'S ATTORNEY: Harter Secrest & Emery LLP	CONTACT: Patrick J. Quigley, Jr.	
ADDRESS: 1600 Bausch & Lomb Place		
CITY/TOWN: Rochester		ZIP CODE: 14604
PHONE: (585) 231-1164	EMAIL: pquigley@hselaw.com	

		Y	N
1.	Is the requestor authorized to conduct business in New York State?	◉	○
2.	If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached? See Attached SUPPLEMENT	◉	○
3.	Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached? See Attached SUPPLEMENT	◉	○
4.	If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached? See Attached SUPPLEMENT	N/A ○	◉ ○

5. Describe the new requestor's relationship to all existing applicants:

New requestor Genesee Fayetteville, LLC purchased the remaining portion of the original lot (after the subdivision of the northern lot) at 547 E. Genesee Street, in the Village of Fayetteville, NY from the existing Applicant and, as between the new requestor and the existing Applicant, the new requestor is committing to prepare and implement the RAWP, FER, SMP and EE, including the Periodic Review Reports, under BCA Index No.: C734052-03-15. New requestor has been provided with access to the subdivided northern lot comprising the rest of the Site by the other new requestor, OPEN SPACE FVLLE, LLC, to alllow new requestor to perform all of the BCA tasks, including a commitment to place an environmental easement, if need be. New requestor has provided existing Applicant with access to the subdivided northern lot comprising the rest of the Site to allow existing Applicant to perform all of the BCA tasks, including a commitment to place an environmental easement, if need be and so directed by the Department. Existing Applicant's affiliate Ramboll Limited will continue to remain responsible for long term operation, maintenance and monitoring of groundwater and off-site sub-slab depressurization systems, including preparing a Periodic Review Reports, under the existing SSP consent order for Site #7-34-052, and by means of an Access Agreement with new requestor and OPEN SPACE FVLLE, LLC executed on July 24, 2026.

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION *Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*			
Owner listed below is: ◯ Existing Applicant ◉ New Applicant ◯ Non-Applicant			
OWNER'S NAME: Genesee Fayetteville, LLC		CONTACT: Matthew J. Lester	
ADDRESS: 396 East Henrietta Road			
CITY/TOWN: Rochester		ZIP CODE: 14620	
PHONE: (585) 797-8877	EMAIL: mlester@caliberbrokerage.com		
OPERATOR: Streamline Real Estate Acquisitions, LLC		CONTACT: Matthew J. Lester	
ADDRESS: 396 East Henrietta Road			
CITY/TOWN: Rochester		ZIP CODE: 14620	
PHONE: (585) 797-8877	EMAIL: mlester@caliberbrokerage.com		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION
Complete this section only if adding new requestor(s). Attach additional pages if necessary.

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	◯	◉
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	◯	◉
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? 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 or regulation of the state or federal government? If so, provide additional information as an attachment.	◯	◉
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	◯	◉
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 or contaminants?	◯	◉
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?	◯	◉
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?	◯	◉

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)	Y	N
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?	○	◉
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?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

12. 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	◉ 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 disposal of a 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 they have 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's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.**

13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached? See Attached SUPPLEMENT	N/A	Y	N
	○	◉	○

14. Requestor's relationship to the property (check all that apply):

☐ Prior Owner ☑ Current Owner ☐ Potential/Future Purchaser ☐ Other: _____

15. If the 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 being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	N/A	Y	N
	○	◉	○

See Attachment #6B attached to SUPPLEMENT

SECTION I: CURRENT AGREEMENT INFORMATION
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Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.

NAME: OPEN SPACE FVLLE, LLC		
ADDRESS: 396 East Henrietta Road		
CITY/TOWN: Rochester		ZIP CODE: 14620
PHONE: (585) 797-8877	EMAIL: mlester@caliberbrokerage.com	
REQUESTOR CONTACT: Matthew J. Lester		
ADDRESS: 396 East Henrietta Road		
CITY/TOWN: Rochester		ZIP CODE: 14620
PHONE: (585) 797-8877	EMAIL: mlester@caliberbrokerage.com	
REQUESTOR'S CONSULTANT: JAMES ENVIRONMENTAL MANAGEMENT	CONTACT: James F. Blasting, P.G.	
ADDRESS: 134 Greenridge Drive		
CITY/TOWN: Manlius		ZIP CODE: 13104
PHONE: (315) 263-3388	EMAIL: jfblasting@james-em.com	
REQUESTOR'S ATTORNEY: Harter Secrest & Emery LLP	CONTACT: Patrick J. Quigley, Jr.	
ADDRESS: 1600 Bausch & Lomb Place		
CITY/TOWN: Rochester		ZIP CODE: 14604
PHONE: (585) 231-1164	EMAIL: pquigley@hselaw.com	

	N/A	Y	N
1. Is the requestor authorized to conduct business in New York State?		◉	○
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached? See Attached SUPPLEMENT		◉	○
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached? See Attached SUPPLEMENT		◉	○
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached? See Attached SUPPLEMENT	○	◉	○

5. Describe the new requestor's relationship to all existing applicants:

New requestor Genesee Fayetteville, LLC purchased the remaining portion of the original lot (after the subdivision of the northern lot) at 547 E. Genesee Street, in the Village of Fayetteville, NY from the existing Applicant and, as between the new requestor and the existing Applicant, the new requestor is committing to prepare and implement the RAWP, FER, SMP and EE, including the Periodic Review Reports, under BCA Index No.: C734052-03-15. New requestor has been provided with access to the subdivided northern lot comprising the rest of the Site by the other new requestor, OPEN SPACE FVLLE, LLC, to alllow new requestor to perform all of the BCA tasks, including a commitment to place an environmental easement, if need be. New requestor has provided existing Applicant with access to the subdivided northern lot comprising the rest of the Site to allow existing Applicant to perform all of the BCA tasks, including a commitment to place an environmental easement, if need be and so directed by the Department. Existing Applicant's affiliate Ramboll Limited will continue to remain responsible for long term operation, maintenance and monitoring of groundwater and off-site sub-slab depressurization systems, including preparing a Periodic Review Reports, under the existing SSP consent order for Site #7-34-052, and by means of an Access Agreement with new requestor and OPEN SPACE FVLLE, LLC executed on July 24, 2026.

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ADDRESS: 396 East Henrietta Road			
CITY/TOWN: Rochester		ZIP CODE: 14620	
PHONE: (585) 797-8877	EMAIL: mlester@caliberbrokerage.com		
OPERATOR: N/A		CONTACT:	
ADDRESS:			
CITY/TOWN:		ZIP CODE:	
PHONE:	EMAIL:		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION *Complete this section only if adding new requestor(s). Attach additional pages if necessary.*		
If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.		
	Y	**N**
1. Are any enforcement actions pending against the requestor regarding this site?	◯	◉
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	◯	◉
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? 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 or regulation of the state or federal government? If so, provide additional information as an attachment.	◯	◉
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	◯	◉
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 or contaminants?	◯	◉
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?	◯	◉
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?	◯	◉

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)	Y	N
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?	○	◉
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?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

12. 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 a 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 they have 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's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.**

	N/A	Y	N
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached? See Attached SUPPLEMENT	○	◉	○

14. Requestor's relationship to the property (check all that apply):

☐ Prior Owner ☑ Current Owner ☐ Potential/Future Purchaser ☐ Other: _____

	N/A	Y	N
15. If the 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 being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	○	◉	○

See Attachment #6A attached to SUPPLEMENT

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES See Attached SUPPLEMENT

Complete this section only if property is being added to or removed from the site, a lot merger or other change to site SBL(s) has occurred, or if modifying the site address for any reason.

1. Property information on current agreement (as modified by any previous amendments, if applicable):

ADDRESS: 547 East Genesee Street

CITY/TOWN: Fayetteville | ZIP CODE: 13066

CURRENT PROPERTY INFORMATION | TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
547 East Genesee Street, Fayetteville, NY 13066	009	04	19.1	30.310

2. Requested change (check appropriate boxes below):

a. Addition of property (may require additional citizen participation depending on the nature of the expansion – see instructions)

PARCELS ADDED:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
547 East Genesee Street, Fayetteville, NY 13066	009	04	19.1	1.464

TOTAL ACREAGE TO BE ADDED: 1.464

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

c. Change to SBL (e.g., lot merge, subdivision, address change)

NEW PROPERTY INFORMATION:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
547 East Genesee Street, Fayetteville, NY 13066	009	04	19.1	16.025
547 East Genesee Street, Fayetteville, NY 13066	009	04	19.3	15.749

3. TOTAL REVISED SITE ACREAGE: 31.774

4. For all changes requested in this section, documentation must be provided. Required attachments are listed in the application instructions. Is the required documentation attached?	Y	N
	◉	○

See attached SUPPLEMENT

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES (continued)

Complete this section for any addition of property. Use additional copies of this section as necessary.

5. Property information for parcels being added to the BCA

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
N/A				

CURRENT OWNER:	CONTACT NAME:		
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:	EMAIL:		
OWNERSHIP START DATE:			
CURRENT OPERATOR:	CONTACT NAME:		
PHONE:	EMAIL:		

REQUESTOR RELATIONSHIP TO NEW PROPERTY (*select from below)*

☐ PREVIOUS OWNER ☐ CURRENT OWNER ☐ POTENTIAL/FUTURE PURCHASER ☐ OTHER: _____

If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.

IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ◯ YES ◯ NO ◯ N/A

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

CURRENT OWNER:	CONTACT NAME:		
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:	EMAIL:		
OWNERSHIP START DATE:			
CURRENT OPERATOR:	CONTACT NAME:		
PHONE:	EMAIL:		

REQUESTOR RELATIONSHIP TO NEW PROPERTY (*select from below)*

☐ PREVIOUS OWNER ☐ CURRENT OWNER ☐ POTENTIAL/FUTURE PURCHASER ☐ OTHER: _____

If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.

IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ◯ YES ◯ NO ◯ N/A

6. Data supporting the addition of property to the site must be included. Please refer to the instructions for a list of required tables and figures.

ARE THE REQUIRED FIGURES AND TABLES ATTACHED?

◯ YES ◯ NO ◯ N/A (land being added has been merged with an existing BCP lot and the applicant is not seeking to add more than an insignificant acreage of property to the BCA)

APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT SUPPLEMENT QUESTIONS FOR SITE SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits. Provide supporting documentation as required. Refer to the application instructions for additional information.

	N/A	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?		○	○
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?		○	○
3. 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.		○	○
4. Is the property upside down as defined below? **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.		○	○
5. <u>For new tax parcels being added to the BCA through this amendment ONLY</u>: Are the parcels being added underutilized as defined below? **From 6 NYCRR 375-3.2(l) as of August 12, 2016** (Please note: Eligibility determination for the underutilized category for the new tax parcels can only be made at the time of amendment application): 375-3.2: (l) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and (1) the proposed use is at least 75 percent for industrial uses; or (2) at which: (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses; (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and (iii) one or more of the following conditions exists, as certified by the applicant: (a) property tax payments have been in arrears for at least five years immediately prior to the application; (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or (c) there are no structures. "Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.		○	○

6. Is the project and affordable housing project as defined below?

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’ household’s 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 homeowners 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.

7. Is the project a planned renewable energy facility site as defined below?

From ECL 27-1405(33) as of April 9, 2022:

“Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.

From Public Service Law Article 4 Section 66-p as of April 23, 2021:

(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.

8. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?

From ECL 75-0111 as of April 9, 2022:

(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.

Site Code: C734052

PART II BROWNFIELD CLEANUP PROGRAM AMENDMENT

EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: Former Accurate Die Casting Site	BCP SITE NUMBER: C734052
NAME OF CURRENT APPLICANT(S): FOUBU Environmental Services, LLC	
INDEX NUMBER OF AGREEMENT: C734052-03-15	DATE OF ORIGINAL AGREEMENT: 06/01/15

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) 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 obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the 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 Manager (title) of Genesee Fayetteville, LLC (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: 07/29/2026 Signature: _____

Print Name: Matthew J. Lester, as Manager of Streamline Real Estate Acquisitions, LLC

Site Code: C734052

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT	
EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: Former Accurate Die Casting Site	BCP SITE NUMBER: C734052
NAME OF CURRENT APPLICANT(S): FOUBU Environmental Services, LLC	
INDEX NUMBER OF AGREEMENT: C734052-03-15	DATE OF ORIGINAL AGREEMENT: 06/01/15

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) 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 obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the 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 Manager (title) of OPEN SPACE FVLLE, LLC (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: 07/29/2026 Signature: _____

Print Name: Matthew J. Lester, as Manager of Streamline Real Estate Acquisitions, LLC

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)
An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(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 Manager (title) of FOUBU Environmental Services, 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. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 07/29/2026 Signature: _____

Print Name: Eric Gernant

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

☐ 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 contamination.

Effective Date of the Original Agreement: 06/01/15

Signature by the Department:

DATED: 10/13/2026

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: David Harrington

David Harrington, Assistant Director
Division of Environmental Remediation

SUBMITTAL REQUIREMENTS:

- The Department accepts both hard copy and electronic submittal of the *Application to Amend Brownfield Cleanup Agreement and Amendment* form.
- Hard copy submissions must also include an electronic version of the complete application form and attachments, in final, non-fillable Portable Document Format (PDF), on an external storage device (such as a thumb drive or CD). Applications must be sent to:

  Chief, Site Control Section
  New York State Department of Environmental Conservation
  Division of Environmental Remediation
  625 Broadway, 12th Floor
  Albany, NY 12233-7015
- NOTE: Electronic applications submitted in fillable format will be rejected.

COVER SHEET

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

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for
SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

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T E X T

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Part I. Question 2. *Please provide a brief narrative describing the specific requests included in this amendment:*

Part I. Response #2. The location of the Former Accurate Die Casting Site ("Site") crosses from the USGS 7.5-Minute Series map for the Syracuse East Quadrangle over onto the USGS 7.5-Minute Series map for the Manlius Quadrangle. Those two USGS 7.5-minute quadrangle map(s), with the location of Site outlined, are attached as Attachment #1, along with an unofficial collage merging both USGS maps showing the Site on a single figure. The existing volunteer Applicant for the Site, FOUBU Environmental Services, LLC ("FOUBU"), entered into Brownfield Site Cleanup Agreement, Index No.: C734052-03-15 ("BCA"), on June 1, 2015. The survey for the Site that was attached to the BCA as Exhibit A – Site Map is attached hereto as Attachment #2. FOUBU has, since entering the BCA, changed its legal representation with respect to the Site and is currently being represented with respect to the BCA by Barclay Damon LLP (contact: Yvonne Hennessy; email: yhennessy@barclaydamon.com; phone: 518-281-4826; and additional contact: Tom Walsh; email: twalsh@barclaydamon.com; phone: 585-455-1474). FOUBU's current environmental consultant for the Site is Ramboll (contact: Deb Wright; email: Deborah.Wright@remboll.com; phone: 315-546-4541).

FOUBU contracted for the sale of the Site to Streamline Real Estate Acquisitions, LLC, a New York limited liability company ("Streamline"), or to Streamline's designees, pursuant to the terms of a Restated and Amended Real Estate Purchase Agreement dated as of August 26, 2025, as amended ("PSA"). Streamline designated two affiliated New York limited liability companies to take title to the land comprising the Site from Applicant pursuant to the PSA, with each affiliate to assume any and all liability for any payment, performance and any other obligations of Streamline due under the PSA with regards to the real property received pursuant to an Assignment and Assumption of Restated and Amended Purchase and Sale Agreement between Streamline and the applicable designee ("Assignment"). Streamline is the Manager of each of these designated limited liability companies.

To facilitate the transfer of the Site to these two designees, Applicant surveyed the Site which, as measured, was found to contain approximately 31.774 acres of real property, and not the approximately 30.310 acres listed in the BCA. Applicant is, therefore, requesting an amendment of the BCA to reflect that the measured acreage of the entire Site is approximately 1.464 acres larger than set forth in the BCA, i.e., is actually 31.774 acres.

Applicant subdivided the approximately 31.774 acres comprising the Site generally along the zoning district line which bisects the Site, with the northern part of the Site being in the Residential (R-1) District and the southern part of the Site being in the Industrial (I) District. Attached hereto for the Department's reference as Attachment 3A is a copy of the as measured survey: (i) finding the real property comprising the Site to be approximately 31.774 acres, and (ii) illustrating that subdivision. As can be seen on the survey attached as Attachment 3A, the newly created northern lot also contains a 41.17 ft. by 60.00 ft. area located within the Industrial (I) District where the groundwater treatment shed is located.

Also attached hereto as Attachment 3B is a copy of the Minutes of the Village of Fayetteville Planning Board meeting of April 6, 2026 approving the application for subdivision, and attached as Attachment 3C, the approved plat map with signatures and county filing stamp that was filed with Onondaga County as proof from the municipality of the SBL changes.

The remaining portion of the original lot is known as "Lot 1A." The new northern lot created by the subdivision is known as "Lot 1B". Lot 1A retains the same SBL previously assigned to the 31.774 acres of real property comprising the Site, i.e., Tax Map ID#009-04-19.1, while Lot 1B was assigned Tax Map ID#009-04-19.3. Attached as Attachment #3D is a copy of the current Onondaga County tax map for the Site, which does not yet reflect the subdivision, marked up to unofficially: (i) add inside the original tax lot on Map 9 the designation "Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052", (ii) outline the exterior border of the Site (in blue ink) which are the boundary lines of the original tax lot, (iii) add the new interior boundary line (in red ink) showing the new common boundary line between Lot 1A and Lot 1B, (iv) add the identifiers "Lot 1A" and "Lot 1B", and (v) add the now known appropriate tax map lot identifiers. As an official revised Onondaga County tax map becomes available, which clearly identifies the boundaries of Lot 1A and Lot 1B, with all of the SBL information also clearly identified, Applicants will provide the updated Tax Map to the Department.

Lot 1A contains all of the acreage of the Site in the Industrial (I) Zone, except for the 41.17 ft. by 60.00 ft. area where the groundwater treatment shed is located, and new Lot 1B contains all of the acreage of the Site in the Residential (R-1) Zone plus the 41.17 ft. by 60.00 ft. area within the Industrial (I) District where the groundwater treatment shed is located. Lot 1A is comprised of approximately 16.025 acres, and new Lot 1B is comprised of approximately 15.749 acres. The size of the Site has not changed. The acreage of the Site as measured remains approximately 31.774 acres. Applicant is requesting an amendment of the BCA to modify the description of the real

property comprising the Site to reflect the decrease in size of the prior parcel from 31.774 acres to 16.025 acres, and the creation of the new northern lot containing 15.749 acres which includes the 41.17 ft. by 60.00 ft. area within the Industrial (I) District where the groundwater treatment shed is located.

Streamline designated Genesee Fayetteville, LLC (DOS ID: 7894047) to take title to Lot 1A, and OPEN SPACE FVLLE, LLC (DOS ID: 7908060) to take title to Lot 1B. A copy of the recorded deed into Genesee Fayetteville, LLC is attached as Attachment 4. A copy of the recorded deed into OPEN SPACE FVLLE, LLC is attached as Attachment 5. Streamline is the Manager of both Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC. Consistent with local zoning, Genesee Fayetteville, LLC will facilitate the commercial development of a retail grocery store on Lot 1A, and OPEN SPACE FVLLE, LLC will hold Lot 1B for passive recreational use. Applicant is requesting an amendment of the BCA to reflect the transfer of title to the Site to Streamline's two designees, specifically the transfer of Lot 1A (Tax Map ID#009-04-19.1) to Genesee Fayetteville, LLC and the transfer of Lot 1B (Tax Map ID#009-04-19.3) to OPEN SPACE FVLLE, LLC.

In addition, Applicant, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC are requesting that Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC each be added to the BCA as an additional volunteer Applicant. Each new requestor has provided the other new requestor with a grant of access to allow either new requestor to perform all of the BCA tasks, including a commitment to place an environmental easement. A copy of Genesee Fayetteville, LLC's grant of access to OPEN SPACE FVLLE, LLC is attached as Attachment 6A. A copy of OPEN SPACE FVLLE, LLC's grant of access to Genesee Fayetteville, LLC is attached as Attachment 6B.

The PSA provided that, after Closing on title to the Site, and as between the three Applicants, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC shall be responsible for preparation and implementation of the Remedial Action Work Plan for a Track 4 remedy that allows a future commercial use, including a retail grocery store use, on the southern portion of the Site and passive recreational use on the northern portion of the Site, and for a Site Management Plan, Environmental Easements and a Final Engineering Report (collectively, the "BCP Work"), all to the Department's satisfaction, in order to obtain a Certificate of Completion as soon as practicable. The PSA provided that, as between the new requestors and existing Applicant, OPEN SPACE FVLLE, LLC will be responsible for the northern portion of the Site and Genesee Fayetteville, LLC will be responsible for the southern portion of the Site.

Should the new requestors fail to implement the BCP Work to the satisfaction of the Department, and the Department direct FOUBU to implement the BCP Work, each new requestor has provided FOUBU with a grant of access dated August 25, 2026 to allow FOUBU to perform all of the BCA tasks, including a commitment to place an environmental easement. A copy of Genesee Fayetteville, LLC's grant of access to FOUBU is attached as Attachment 6C. A copy of OPEN SPACE FVLLE, LLC's grant of access to FOUBU is attached as Attachment 6D.

A 60-Day Advance Notification of Site Change of Use ("Change of Use") to notify the Department of the Site's subdivision and the Applicant's transfer of all of the Site subject to the BCA to Streamline's designees, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC, pursuant to the PSA and Assignments was submitted on August 8, 2026. A separate Change of Use to notify the Department of the Site's subdivision and the Applicant's transfer of all of the Site subject to the existing 2014 State Superfund Program site management plan ("SSP SMP"), which SSP SMP shall remain the sole responsibility and liability of existing Applicant's affiliate Ramboll Limited, to Streamline's designees, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC, pursuant to the PSA and Assignments was also submitted on August 8, 2026. A copy of each of the Change of Use submissions is attached as Attachments 7A and 7B, respectively.

Follow-up notifications of completed transfer dated August 11, 2026 were submitted to the Department, the Department's project manager, and relevant agency and NYSDOH personnel by FOUBU on August 14, 2026. A copy of the notification of completed transfer of the Brownfield Cleanup Program Site is attached as Attachment 8A, and a copy of the notification of completed transfer of the State Superfund Site is attached as Attachment 8B.

Because Ramboll Limited does not have access to the Site independent of the ownership of the Property by FOUBU, Applicant obtained as part of the purchase and sale transaction an Access Agreement for Ramboll Limited from both Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC granting Ramboll Limited full and independent access to all of the Site to implement the SSP SMP to the satisfaction of the Department. A copy of that Access Agreement is attached hereto as Attachment 9.

Section II, Question #1. *Is requestor authorized to conduct business in New York State?*

Section II. Response #1. Yes, each new requestor, i.e., both Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC, are domestic limited liability companies. Applicant, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC are requesting that Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC each be added to the BCA as an additional volunteer Applicant.

Section II, Question #2. *Does the requestor's name appear exactly as given above in the NYSDOS Corporation & Business Entity Database?*

Section II. Response #2. Yes, the names of each of the new requestors, i.e., Genesee Fayetteville, LLC (DOS ID: 7894047) and OPEN SPACE FVLLE, LLC (DOS ID: 7908060), appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A copy of the print-out of the entity information from the NYSDOS database is attached for each entity as Attachments 10A and 10B, respectively.

Section II. Question #3. *Has requestor attached proof that the party signing this application and amendment on behalf of requestor has the authority to bind each requestor?*

Section II. Response #3. Streamline is the Manager of both Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC. Matthew J. Lester is the Manager of Streamline. Attached as Attachment 11A are select pages of Streamline's Operating Agreement made effective January 15, 2020. Section 5.1 of that Operating Agreement provides proof that Matthew J. Lester has the authority to bind Streamline. Also attached as Attachments 11B and 11C is the proof that Streamline has the authority to bind each requestor. Attachment 11B contains select pages of the Operating Agreement of Genesee Fayetteville, LLC made as of July 1, 2026, including the applicable Definitions. Attachment 11C contains select pages of the Operating Agreement of OPEN SPACE FVLLE, LLC made as of July 1, 2026, including the applicable Definitions.

Section II. Question #4. *What are the names of the members/owners of each of the requestor LLCs?*

Section II. Response #4. The members of Streamline are Anthony Gizzie, Timothy Meleca and MJL Property Holdings II, LLC. The members of requestor Genesee Fayetteville, LLC are Streamline, ABR Ventures, LLC and PriLend RE Funding LLC. The members of OPEN SPACE FVLLE, LLC are Streamline and ABR Ventures, LLC.

Section IV. Question #13. *Why should each requestor be considered a volunteer?*

Section IV. Response #13. Each requestor should be considered a volunteer because requestor Genesee Fayetteville, LLC was organized in April 2026, and requestor OPEN SPACE FVLLE, LLC was organized in May 2026. Each of the requestors only relationship to the Site is as a transferee of title to a portion of the Site, and as a volunteer Applicant to remediate the Site. In turn, the only relationship of their Manager, Streamline, to the Site is as a contract vendee under the PSA. None of these entities has had any role in the release of contaminants at, or prior management of, the Site. Upon acquisition, both requestor Genesee Fayetteville, LLC, and requestor OPEN SPACE FVLLE, LLC, have immediately sought to be added to the BCA so that they can complete the remediation of their respective properties.

Section IV. Question #15. *Is proof of sufficient site access for each requestor to complete the remediation attached?*

Section IV. Response #15. Together, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC have access to the entire Site pursuant to their respective deeds attached

hereto as Attachments 4 and 5, respectively, and the grants of access, which include the ability to require placement of an environmental easement, attached hereto as Attachments 6A and 6B. Applicant has access to the entire Site pursuant to the grants of access, which include the ability to require placement of an environmental easement, attached hereto as Attachments 6C and 6D.

Section V. Question #2(c). *Has a change to the site SBL occurred due to lot merger, subdivision, address change*?

Section V. Response #2(c). Yes, a change to the site SBL for the subdivided northern lot (Lot 1B) has occurred. Those 15.749 acres now have a new SBL (Tax Map ID#009-04-19.3). In addition, the number of acres associated with existing SBL (Tax Map ID#009-04-19.1) has changed. Now, the existing SBL (Tax Map ID#009-04-19.1) only applies to the southern 16.025 acres. However, the as measured size of the Site has not changed. The acreage of the Site remains approximately 31.774 acres. Refer to the survey of the subdivided Property attached as Attachment #3A.

Section V. Question #4. *Is the required documentation listed in the application instructions attached?*

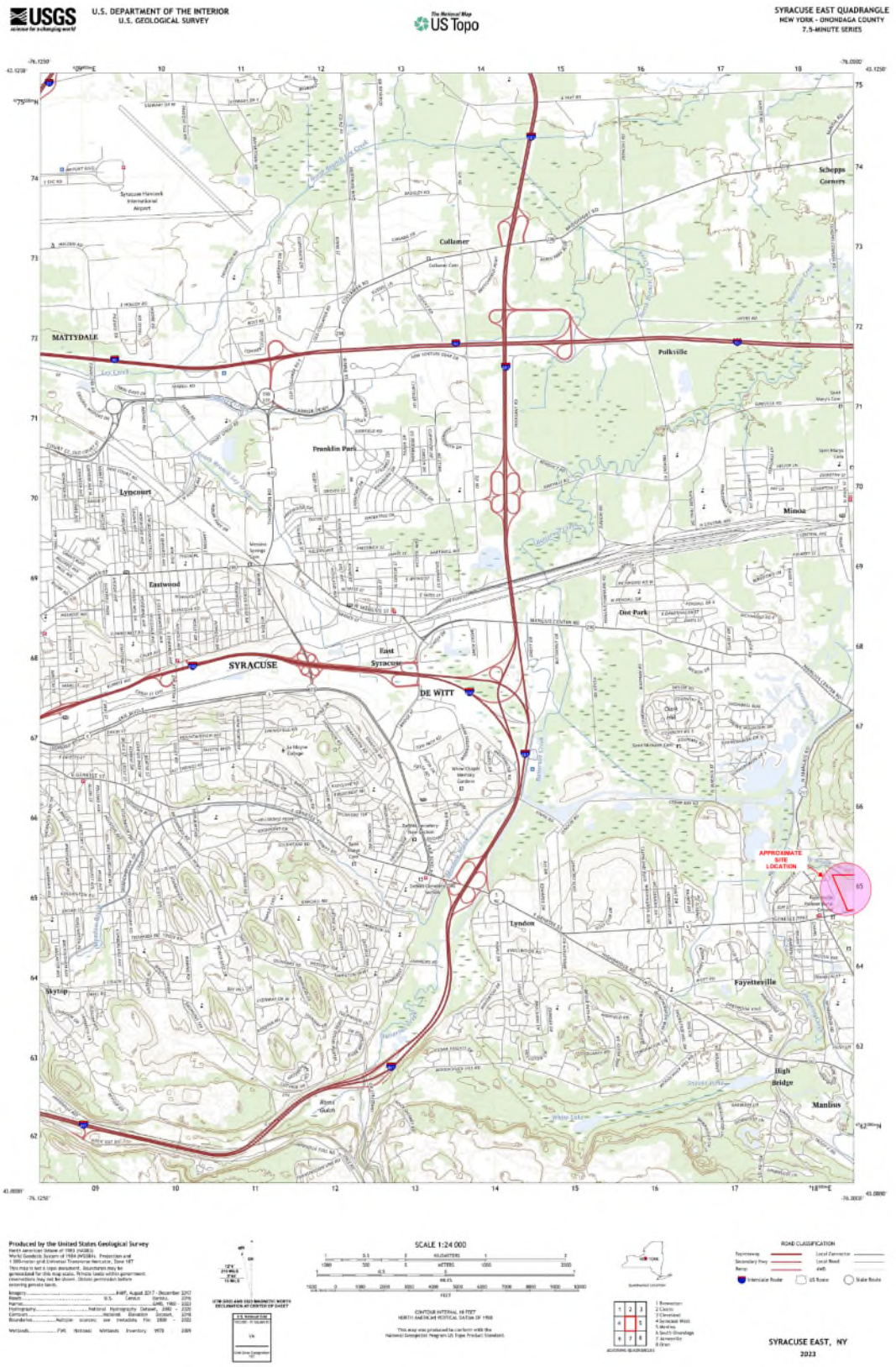
Section V. Response #4. No, the Onondaga County tax map with new site boundaries and the new SBL is not yet available and therefore, is not attached. Nevertheless, a sufficient number of the documents listed in the application instructions related to Applicant's subdivision of the approximately 31.774 acres of real property comprising the Site generally along the zoning district line which bisects the Site are attached. The approved application for the subdivision, with the northern part of the Site being in the Residential (R-1) District, known as Lot 1B, including a 41.17 ft. by 60.00 ft. area of within the Industrial (I) District where the groundwater treatment shed is located, and the southern part of the Site being in the Industrial (I) District minus the 41.17 ft. by 60.00 ft. area where the groundwater treatment shed is located, known as Lot 1A, is attached as Attachment #3B. The USGS 7.5-minute Quadrangle Maps with the Site are attached as Attachment #1. The approved plat map with signatures and County filing stamp is attached as Attachment #3C. And, the Applicants will provide the Department with a copy of the County tax map with site boundaries and the new SBL as it becomes available.

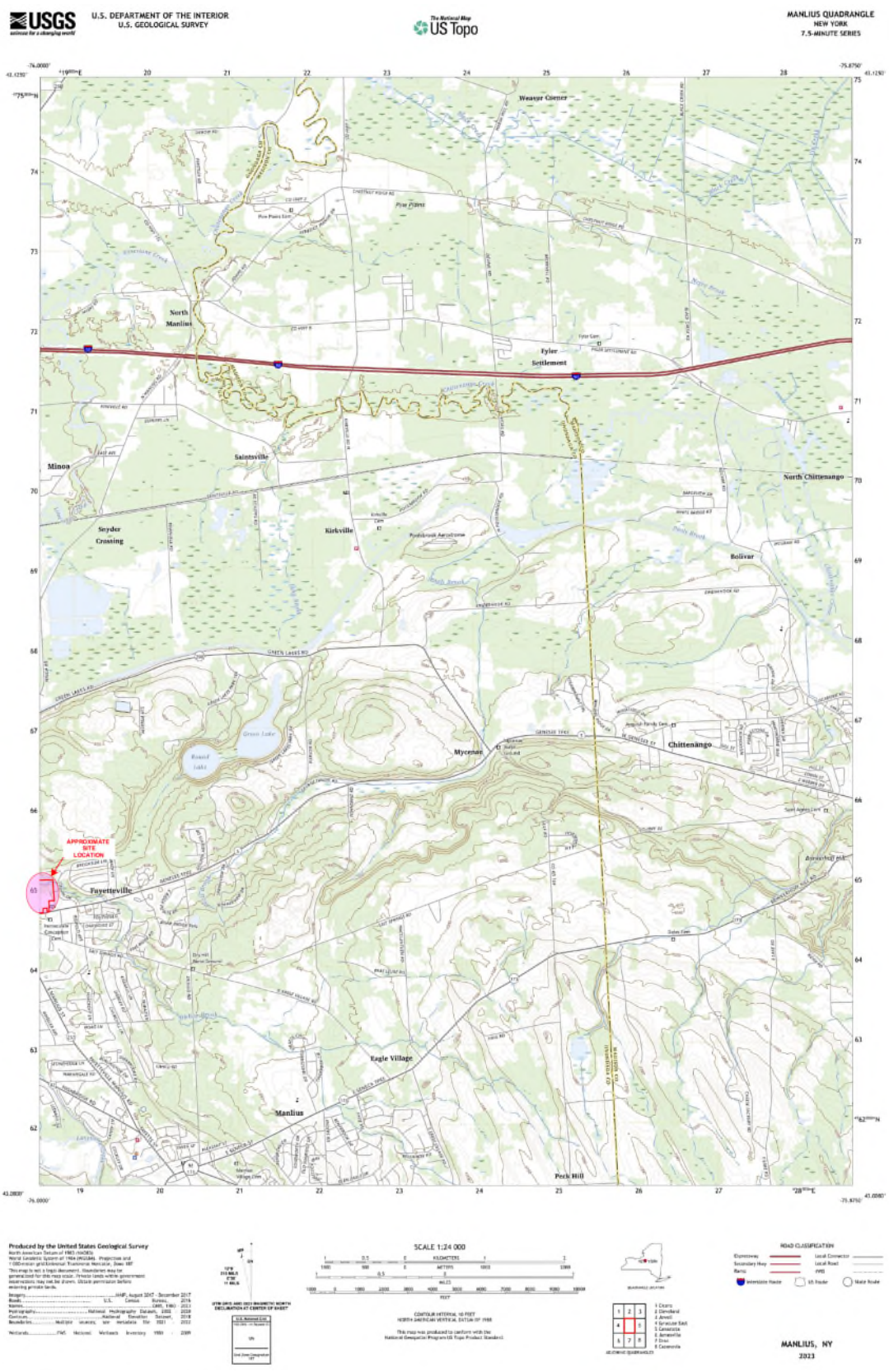
A T T A C H M E N T S

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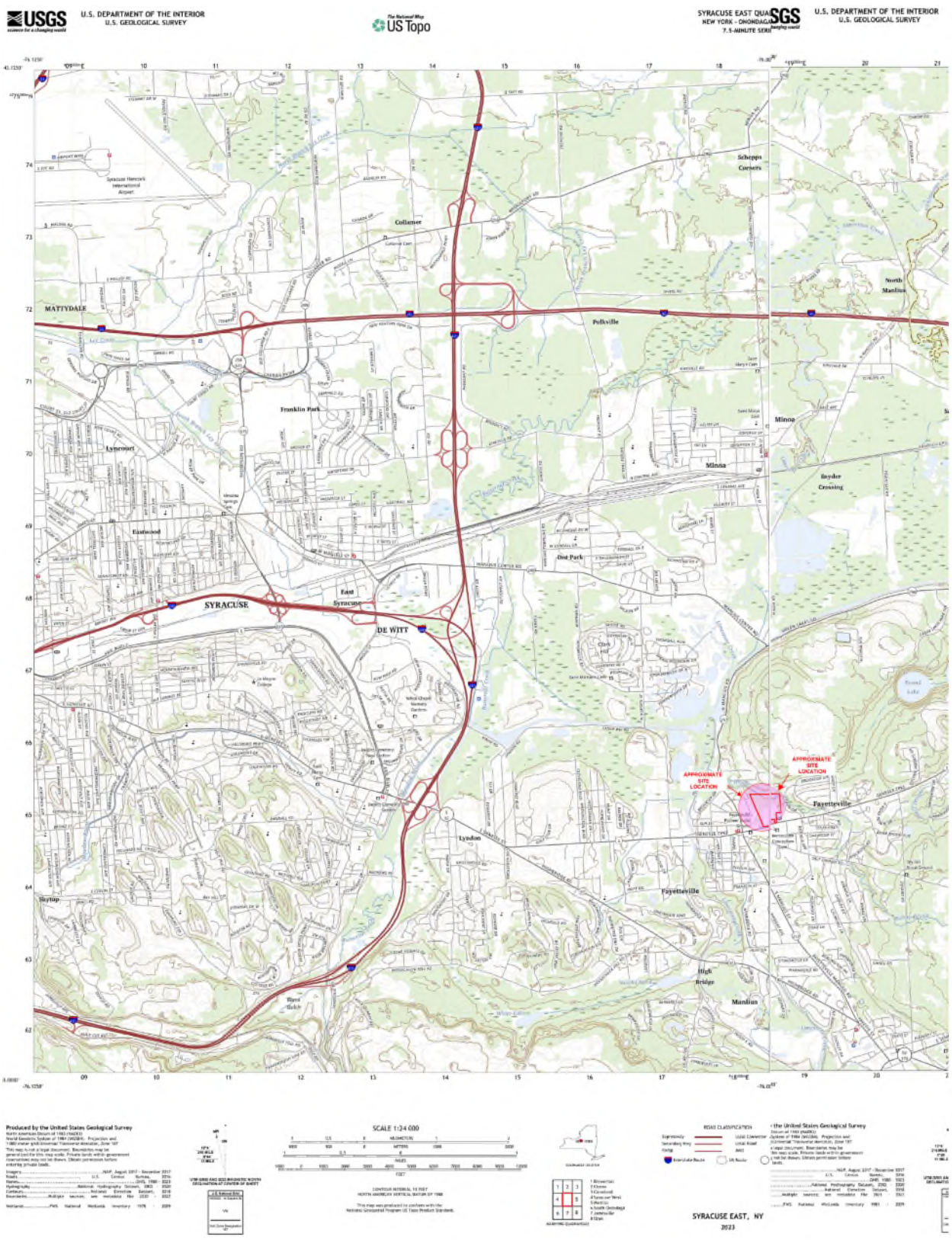
Attachment 1

USGS 7.5-MINUTE QUADRANGLE MAPs WITH THE SITE


USGS
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
US Topo
SYRACUSE EAST QUADRANGLE
NEW YORK - ONONDAGA COUNTY
7.5-MINUTE SERIES
Schepps Corners
Collamer
MATTYDALE
Polkville
Franklin Park
Lyncourt
Minoa
Eastwood
Onondaga
SYRACUSE
East Syracuse
DE WITT
APPROXIMATE SITE LOCATION
Lyndon
Fayetteville
Skytop
High Bridge
Manlius
SCALE 1:24 000
SYRACUSE EAST, NY
2023


USGS
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
The National Map
US Topo
MANLIUS QUADRANGLE
NEW YORK
7.5-MINUTE SERIES
Weaver Corner
North Manlius
Fyler Settlement
Minoa
Salinaville
Snyder Crossing
Kirkville
North Chittenango
Bolivar
Mycenae
Chittenango
APPROXIMATE SITE LOCATION
Fayetteville
Eagle Village
Manlius
Peck Hill
Produced by the United States Geological Survey
SCALE 1:24 000
CONTOUR INTERVAL 10 FEET
ROAD CLASSIFICATION
MANLIUS, NY
2023

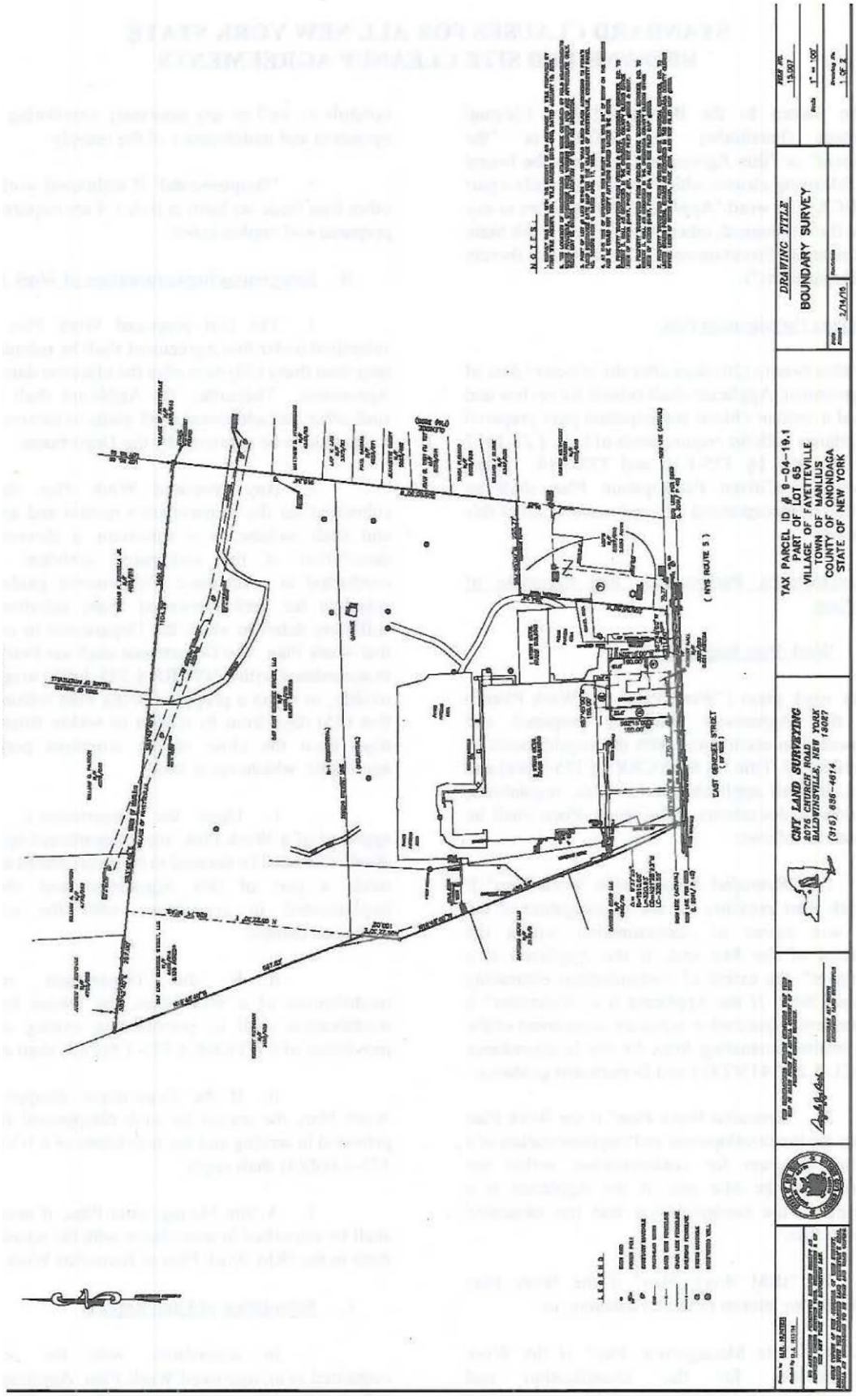
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USGS
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
US Topo
SYRACUSE EAST QUADRANGLE
NEW YORK - ONONDAGA COUNTY
7.5-MINUTE SERIES
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
Schepps Corners
Collamer
North Manlius
MATTYDALE
Pollville
Franklin Park
Lyncourt
Minoa
Baydet Crossing
Eastwood
Oist Park
SYRACUSE
East Syracuse
DE WITT
APPROXIMATE SITE LOCATION
APPROXIMATE SITE LOCATION
Fayetteville
Lyndon
Skytop
High Bridge
Manlius
SCALE 1:24 000
SYRACUSE EAST, NY
2023

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Attachment 2

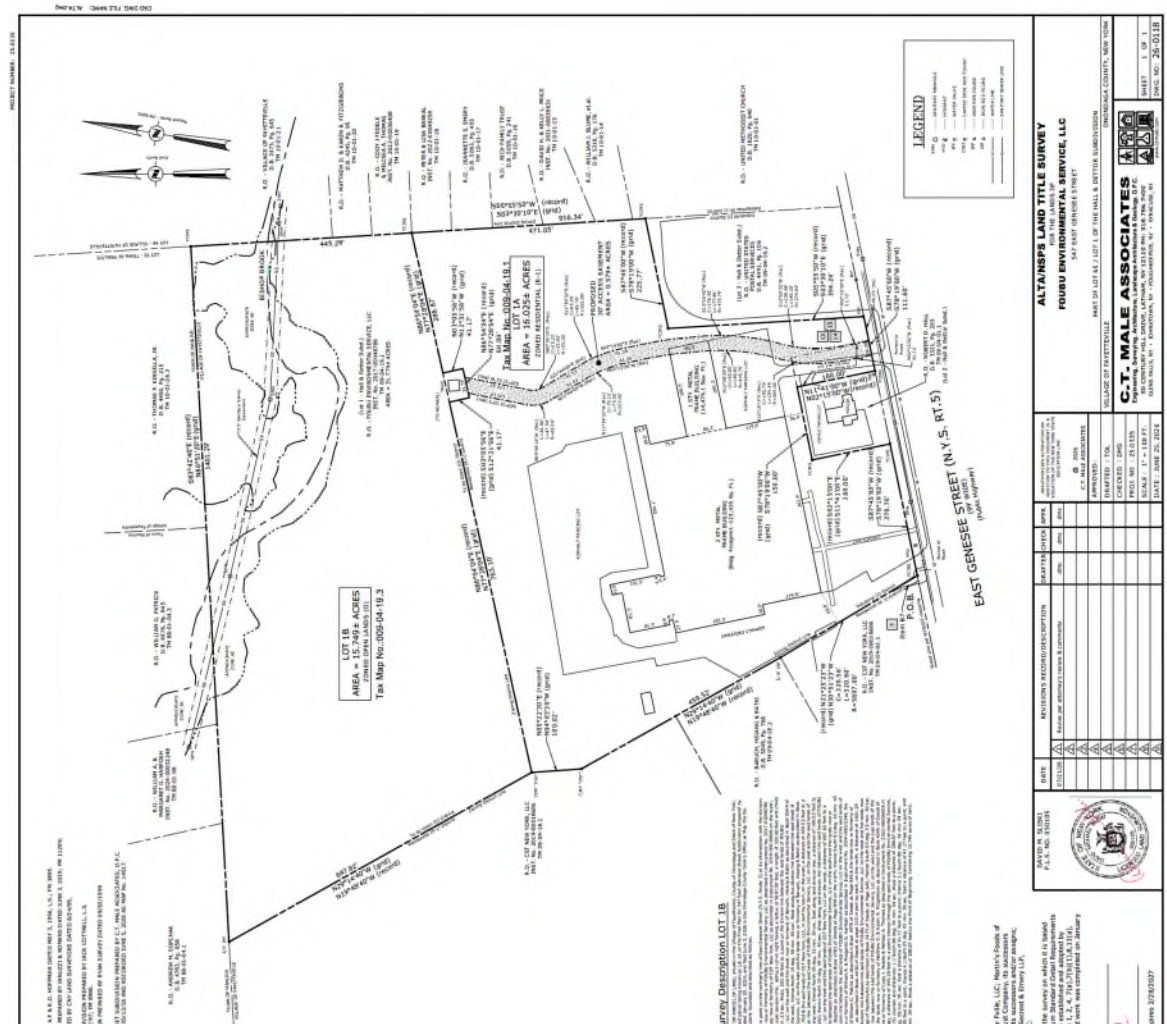
SURVEY OF SITE PRIOR TO SUBDIVISION


N.O.T.E.S.:
DRAWING TITLE
BOUNDARY SURVEY
TAX PARCEL ID # 9-04-19.1
PART OF LOT 65
VILLAGE OF FAYETTEVILLE
TOWN OF MANLIUS
COUNTY OF ONONDAGA
STATE OF NEW YORK
CNY LAND SURVEYING
2075 CHURCH ROAD
BALDWINSVILLE, NEW YORK 13027
(315) 638-4914
(NYS ROUTE 5)
EAST GENESEE STREET
(NYS RTE. 5)
LEGEND:

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 3A

SURVEY OF SUBDIVIDED PROPERTY
(with Tax Map Identifiers added)


ALTA/NSPS LAND TITLE SURVEY
FOR THE LANDS OF
FOUBU ENTERPRISE SERVICE, LLC
347 EAST GENESEE STREET
PART OF LOT 63 / LOT 1 OF THE HALL & DITTER SUBDIVISION
VILLAGE OF FAYETTEVILLE
ONONDAGA COUNTY, NEW YORK
C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.
50 Century Hill Drive, Latham, New York 12110 Phone: (518) 786-7400 Fax: (518) 786-7299
SCALE : 1" = 100 FT.
DATE : JUNE 25, 2024
SHEET 1 OF 1
DWG. NO.: 26-0118
LEGEND
EAST GENESEE STREET (N.Y.S. RT.5)
(66' WIDTH)
(PUBLIC ACCESS)
LOT 1B
AREA = 15.749± ACRES
ZONED OPEN LANDS (O)
Tax Map No.:009-04-19.3
AREA = 16.025± ACRES
ZONED RESIDENTIAL (R-1)
Tax Map No.:009-04-19.1
PROPOSED EASEMENT
AREA = 0.379± ACRES
P.O.B.
Modern Survey Description - Lots 1A & 1B
Modern Survey Description LOT 1B
Schedule "A" - Legal Description
(Commitment No.: 2516-50568-1A-REV 3)
Modern Survey Description LOT 1A
Miscellaneous Notes
Notes to Title Commitment No. 2516-50568-1A-REV3
SURVEYOR'S CERTIFICATE
DAVID M. SILSKI
P.L.S. NO. 050155
DATE OF MAP: July 21, 2024
SIGNED: David M. Silski, P.L.S.
Registration No. - NY 50155 - expires 12/6/2027

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to the
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of
FOUBU Environmental Services, LLC
for the
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Attachment 3B

APPROVED APPLICATION FOR SUBDIVISION

Planning Board

Meeting minutes

April 6, 2026

A meeting of the Planning Board of the Village of Fayetteville was convened by Chairperson Scott Dumas at 7:02 p.m. held at the village hall board room.

Those in attendance for the meeting were: Scott Dumas, Jo Anne Gagliano, John Boyd, Catherine Chapman, Dan Reisman, Associate Jim O'Connor, and Village Attorney Ted Spencer.

Also Present: Matt Napierala, Davin DalPos, Marke Lantry, Nick Capozzi, Michael Fogel, Jim Blasting, Michael Silberberg, Marguerite Ross, John Podesta, Wally McRea, Trustee Mark Matt, Trustee Dan Kinsella, and Codes Officer Michael Jones.

Upstate Coin and Gold – Expansion

511 E. Genesee Street (Cont'd)

Appearing on behalf of the building owner and tenant, Matt Napierala, P.E., Napierala Consulting (Project Engineer); Nick Capozzi, Vice President; Mike Fogel, Esq. (Legal Counsel); Michael Silberberg (Property Owner, Fayetteville Square); and Marke Lantry (Facility Manager).

Mr. Napierala presented an overview of the proposed tenant expansion of Upstate Coin and Gold within Fayetteville Square. The business currently occupies approximately 4,680 square feet and proposes expanding into the former hair salon space (approximately 1,400 square feet) in the west building (Suite 11).

The expansion would include an employee break room, two secured offices, an expanded secured sorting area, a fully ADA-compliant bathroom, mechanical space, a secured employee entrance, and common corridor space. The purpose of the expansion is to improve employee comfort, security, and retention. No additional employees are proposed; staffing would remain at approximately 12–15 employees.

Mr. Napierala stated the property is in the Traditional Business zoning district and that the proposed expansion remains consistent with permitted uses upon issuance of a site plan approval related to retail or personal service and office uses. He noted the business has operated in this location for more than 15 years without zoning or code violations that he is aware of.

Photographs were presented addressing prior concerns about deliveries and parking. Delivery vehicles shown were servicing multiple plaza tenants, typically during off-peak hours, and were not found to interfere significantly with circulation. The plaza contains 105 parking spaces, including a recently added north employee parking area. Photos indicated available parking during peak midday hours.

Board discussion focused on whether the use remains primarily retail and office based on the floor plans and data previously submitted since some of the room labels such as melting and shipping could imply manufacturing, assembly or storage which is only allowed in the district as incidental and secondary to a permitted use. Consideration was also given to whether the expansion should be evaluated by individual suite or is the suite intended to be used as part of the overall business. The applicant and counsel stated the expansion supports the existing retail operation and does not introduce manufacturing or new uses. The business was described as a transaction-based retail business.

At the Board's request, Nick Capozzi stated that approximately 20% of the business involves direct retail interaction with the public and that all employees support the retail operation. Vault storage was

described as secured storage typical of jewelry or precious-metal retailers. No new loading area, utility modifications, or parking changes are proposed. The existing melting operation would remain in its current location.

Board members discussed zoning compliance, past approvals, and the need to confirm the application aligns with the code. The Village Planning Board Attorney advised that the application is a SEQR Type II action and requires no further environmental review.

A motion was made by Chaiman, Scott Dumas, and Jo Anne Gagliano seconded, for approval of the site plan application with the following conditions:

- No restricted parking or cones in front of the space;
- Maximum of 15 employees;
- Employee parking to be located behind the central building.

John Boyd voted no. All other members voted in favor.
Motion carried.

Julia Hotaling

201 Elm Street – Subdivision (Cont'd)

Wally McRae, appearing on behalf of his mother-in-law, regarding a proposed subdivision and construction of a one-story dwelling.

Mr. McRae stated that since the March meeting, neighboring houses have been added to the survey, and the proposal now meets side-yard requirements. The proposed structure is a one-level, ranch-style house with a stone foundation to match the existing building on the property, small front and rear porches, and a footprint of approximately 1,700 square feet including a garage. The proposal would require four (4) variances.

Board members discussed the tightness of the site and the scale of the proposed house. Mr. McRae explained the intent is to relocate Mrs. Hotaling from the existing house into the new one-story dwelling. The proposed garage would be located adjacent to the existing house. Porch dimensions (4 feet with roof) and inclusion in square footage were clarified. The rear porch may be eliminated. Driveway access would be adjacent to the existing driveway and constructed of gravel. Mr. McRae stated fill from excavation would be used to slightly raise the house for drainage, with drainage initially described as flowing toward the road. The Board noted that stormwater must remain on site and requested that a grading and drainage plan would be required.

Board members expressed concerns regarding the limited lot size and loss of yard area, the size of the house, the number of required variances, proximity to neighbors (including a ½-foot setback along Center Street), neighborhood compatibility, and the historic context of the block. The application was also noted as incomplete, with an incorrect survey that was not signed.

Mr. McRae asked whether keeping the property as one lot and adding a garage could be an alternative and referenced future Accessory Dwelling Unit (ADU) provisions under the potentially forthcoming zoning code. The Board indicated that an application could be made for an ADU in the future only if the zoning district allowed. Mr. McRae stated he would hold off on the application for now.

A motion was made by Jo Anne Gagliano, and Scott Dumas seconded, to deny forwarding the application to the ZBA since the applicant has decided to hold off on the project and the application will receive a negative recommendation from the planning board based on the following findings:

1. Incomplete application with unsigned, incorrect survey
2. Excessive number of variances required
3. Inconsistent with the neighborhood character
4. Close proximity to northern neighbor
5. Architectural incompatibility with surrounding historic homes

Motion carried unanimously.

Napierala Consulting / Grocery Store Development

547 E. Genesee Street - Subdivision (Cont'd)

The Planning Board continued the public hearing that had been left open following the March 2, 2026, meeting. The Board Secretary confirmed that no additional written comments had been received.

Matt Napierala, Napierala Consulting, representing the property owner, presented the proposed two-lot subdivision. He noted that the applicant had appeared before the Zoning Board of Appeals on March 16, 2026, where general signage was approved for a prospective tenant, though specific signage details which will be presented to the planning board are not yet finalized. The focus of this meeting was solely the subdivision application.

Napierala described the subdivision as dividing the 32-acre Brownfield Cleanup Program (BCP) site into two lots, based on a final survey plat. He explained his understanding that the northern portion of the property is anticipated to be rezoned to open space as part of the Village's ongoing zoning code update and the Village Board of Trustees has deferred action on zoning changes until completion of the code update process. The applicant indicated support for the anticipated open space designation, which would eliminate the need for a separate rezoning application.

Board discussion centered on the relationship between subdivision, zoning, and DEC remediation requirements. Devin DalPos (Laker Development Group) and Jim Blasting explained that cleanup standards must correspond to zoning classifications. The applicant's intent is to preserve the northern parcel as open space and avoid residential-level remediation, which would require more intensive measures such as soil excavation, tree removal, or installation of engineered caps which would cause extensive disturbance to the wooded natural area that the surrounding residents view. The consultants noted that subdivision would clarify land use designations, streamline the remedial process, and support timely completion of cleanup obligations.

It was confirmed that the entire site remains a single BCP project, with all 32 acres subject to cleanup requirements and a deadline of December 1, 2026, for issuance of a Certificate of Completion. Responsibility for remediation remains with the property owner regardless of subdivision. The subdivision is intended to define lease areas for a commercial tenant, support project financing, and enable more efficient advancement of the remedial action work plan and associated public comment process.

The Board raised questions regarding the necessity and timing of the subdivision, particularly given that zoning changes have not yet been formally adopted. The applicant referenced the subdivision being a benefit to financial considerations and lender preferences for separate parcels. Additional discussion addressed access to the northern parcel, including easements and the potential for gated access, as well as concerns about creating a landlocked lot. The applicant confirmed that a 30-foot-wide access easement exists within the current asphalt drive and could be further conditioned if needed.

Board members inquired about the DEC site management plan, remediation standards for different zoning scenarios, and whether cleanup would allow unrestricted use of the northern parcel. The consultants explained that open space cleanup standards are less intensive than residential standards, though some excavation and groundwater remediation will still occur. Ongoing groundwater treatment and site monitoring were also described, including the eventual potential reduction in monitoring wells.

Public comments were heard from two residents. Marguerite Ross raised concerns regarding the relationship between the BCP and prior Superfund actions, emphasizing the importance of ensuring that cleanup meets the highest standards before any development occurs. She also referenced historic deed restrictions and advocated for careful legal and technical review. John Podesta expressed concern about advancing subdivision prior to securing a finalized tenant and fully completing the project, noting potential risks if ownership or plans change.

Scott Dumas inquired if there were any further comments from the audience. There were none. Scott Dumas asked if any comments were received. Patricia Wortley stated no comments were received. Chairman, Scott Dumas made a motion to close the public hearing and John Boyd seconded; the hearing was closed at 9:26 p.m.

The Board then reviewed SEQR Part 2 (Impact Assessment) for the subdivision action. All impact categories were determined to be "no impact" or "small impact," and no Critical Environmental Areas were identified.

The Board proceeded to review the draft resolution for the subdivision application, with further discussion anticipated regarding findings and conditions of approval.

547 E. GENESEE STREET - SUBDIVSION
RESOLUTION UNDER THE STATE ENVIRONMENTAL REVIEW ACT

WHEREAS, pursuant to Article 8 of the New York State Environmental Conservation Law, as amended, and the regulations of the New York State Department of Environmental Conservation promulgated thereunder (collectively "SEQR"), the Village Planning Board of the Village of Fayetteville, Onondaga County, New York (the "Board"), is required to make a determination with respect to the environmental impact of any "action" (as defined by SEQR) to be taken by the Board (the "Action"); and

WHEREAS, this property and proposed grocery store development has previously been subject to extensive SEQR review by the Village Planning Board in 2022 when applications for site plan and special use permit approvals were requested and that review concluded with a determination of no significant adverse impact with respect to the requested approvals [see Planning Board SEQR resolution dated 9/12/2022];

WHEREAS, the Action contemplated here consists of the following: (1) subdivision application for 547 E. Genesee Street (collectively the "Action").

WHEREAS, pursuant to SEQR, the Board desires to determine whether the Action may have a significant adverse impact on the environment (as defined by SEQR); and

WHEREAS, to aid the Board in determining whether the Action may have a significant adverse impact upon the environment, the applicant has prepared an Environmental Assessment Form (the "EAF"), a copy of which is on file at the Office of the Clerk of the Village; and

WHEREAS, the Board declares itself Lead Agency for this Type I Action (the property being located adjacent to Village owned property utilized for park and recreational purposes); and

WHEREAS, the Board and its representatives have notified and worked with various interested parties and have undertaken the requisite "hard look" with respect to the Action.

NOW, THEREFORE,

BE IT RESOLVED by the Board as follows:

1. Based on the foregoing, an examination of the EAF and the criteria contained in 6 NYCRR §617.7, the Board makes the following determination with respect to the Action:

   A. The Board hereby declares itself as Lead Agency for the review of the pending applications that make up the Action for this Type I Action;

   B. The Action will not have significant adverse impact on the environment;

   C. As a consequence of the foregoing, the Board hereby directs that a Negative Declaration be issued with respect to the Action; and

   D. The requirements of SEQR have been met.

2. The Clerk of the Village is hereby directed to file a Negative Declaration with respect to the Action in the Office of the Clerk in a file that will be readily accessible to the public.

3. This Resolution shall take effect immediately.

John Boyd moved to approve the resolution based on the review by the board. Scott Dumas seconded a motion to approve SEQR. Motion carried unanimously.

Marguerite Ross stated that the drawing is labeled preliminary. The board asked for a final drawing as part of the conditions of approval. Also requested is a change in the property owner name on the C.T. Male map dated 1.20.2026 Final Map. Matt Napierala inquired if it could be called 547 E. Genesee Street Subdivision. The board was in agreement. Matt Napierala will have the drawing corrected.

Jo Anne Gagliano moved to approve the subdivision with the following conditions:

1. Update CT Male drawing dated 1.20.2026 to change the incorrect property owner name from Hall and Dettor wherever that name is referenced on the drawing.
2. Provide final subdivision drawings that are not marked Preliminary.

Dan Reisman seconded the motion.

Motion carried unanimously.

Matt Napierala will bring the updated final copies in for signature to the Village Clerk's Office. Ted Spencer reminded the applicant that the taxes need to be current.

Other Business

Meeting Minutes - January 5, 2026, February 2, 2026, and March 2, 2026

The meeting minutes for January 5, 2026, and February 2, 2026 were approved with additional modifications provided by the board.

Scott Dumas moved to approve the minutes. Seconded by John Boyd.

Motion carried unanimously.

The March 2, 2026 minutes were tabled at this meeting in order to allow for additional time to review.

Next meeting date May 4, 2026

The next meeting is scheduled for May 4, 2026.

Adjournment

The meeting was adjourned at 9:55 p.m. by a motion by John Boyd. Seconded by Scott Dumas. Motion carried unanimously.

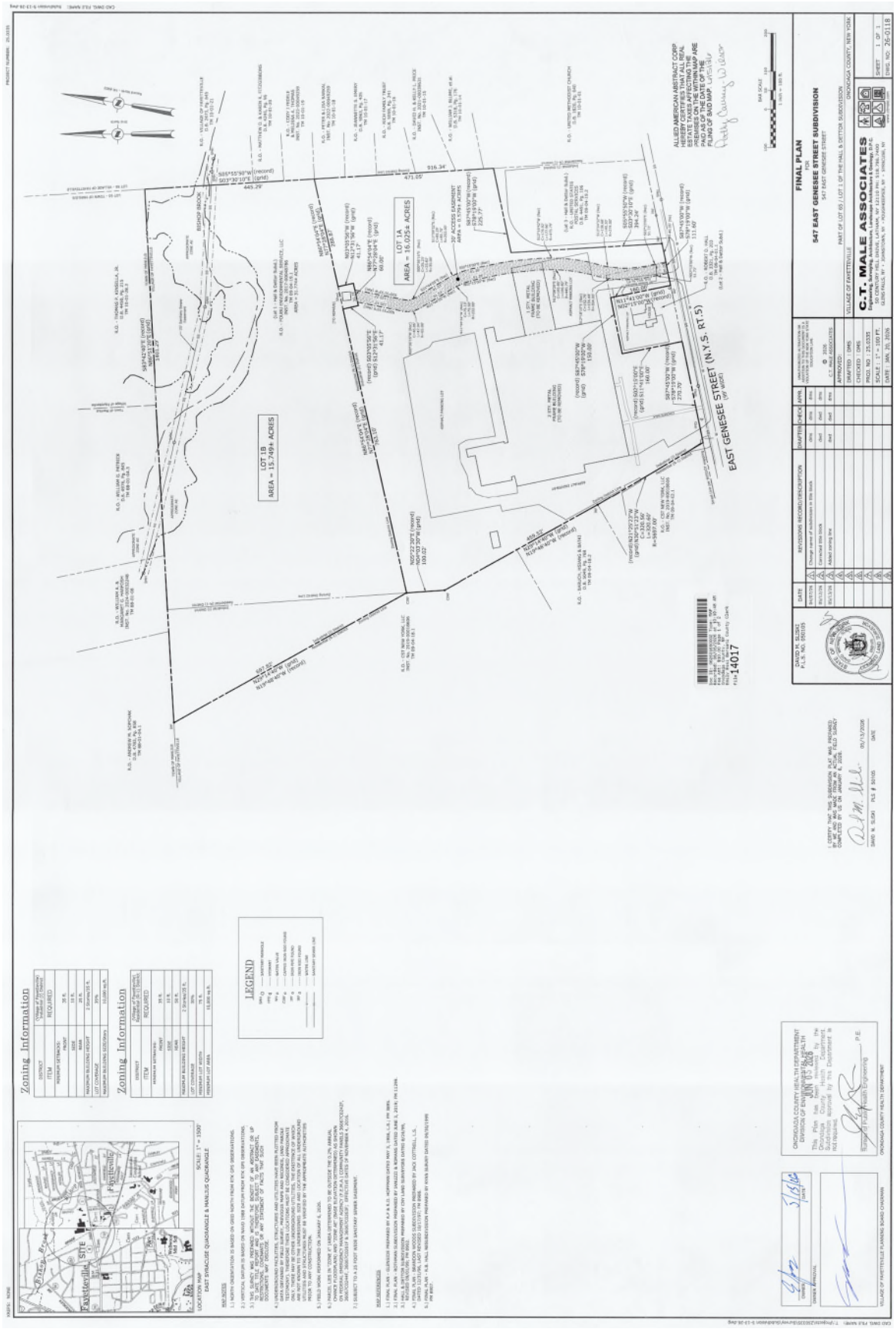
Respectfully submitted,

Patricia A. Wortley

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to the
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for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 3C

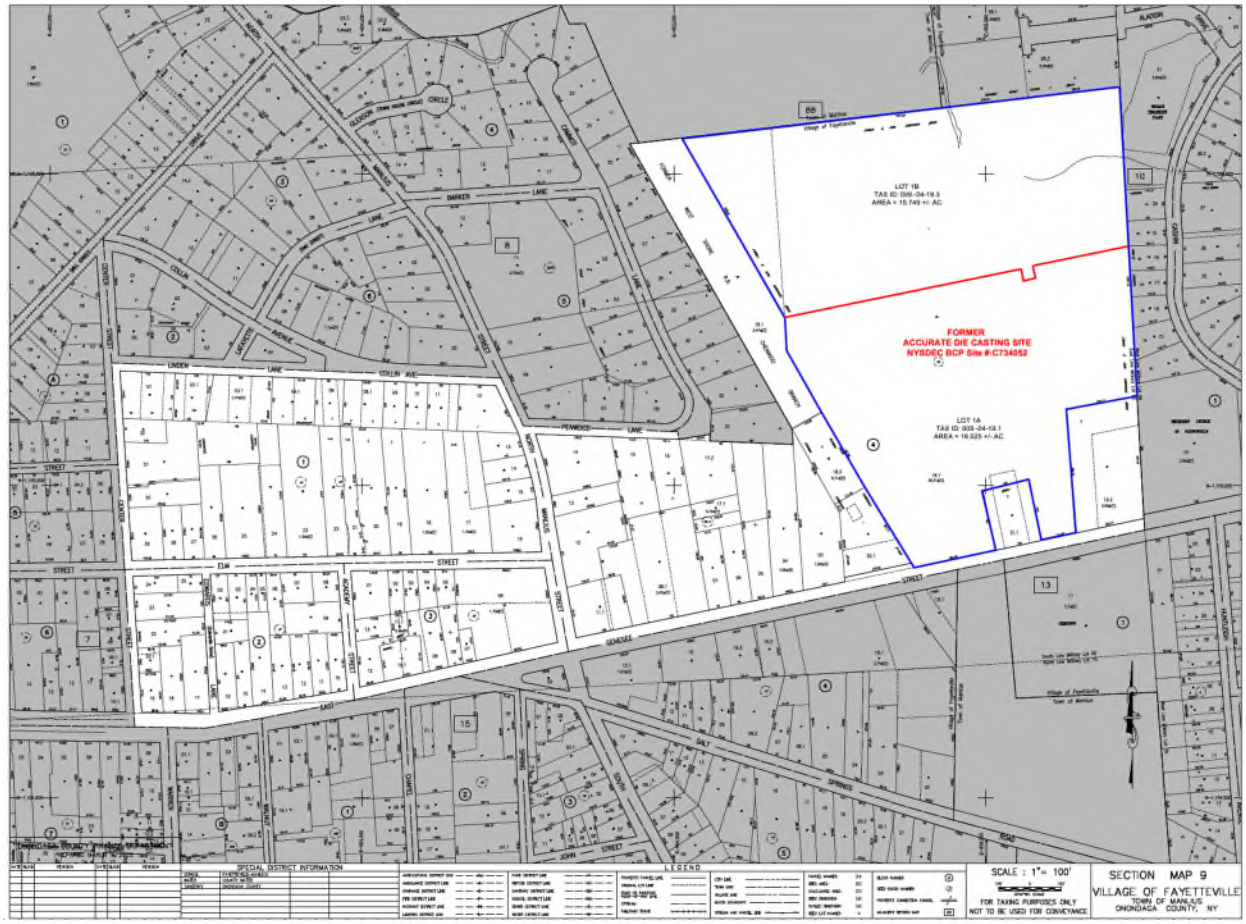
APPROVED PLAT MAP WITH SIGNATURES / COUNTY FILING STAMP


FINAL PLAN
FOR
547 EAST GENESEE STREET SUBDIVISION
547 EAST GENESEE STREET
PART OF LOT 69 / LOT 1 OF THE HALL & DEITOR SUBDIVISION
VILLAGE OF FAYETTEVILLE
ONONDAGA COUNTY, NEW YORK
C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.
50 MAIN STREET, SUITE 1000, SYRACUSE, NEW YORK 13202-1213
(315) 454-4401 FAX (315) 454-2928
DWG. NO. 26-0118
SHEET 1 OF 1
SCALE: 1" = 100 FT.
DATE: JAN. 10, 2006
PROJ. NO.: 25.0335
DRAWN: DMS
CHECKED: DMS
APPROVED:
DAVID N. SLISKI
P.L.S. NO. 050105
REVISIONS RECORD DESCRIPTION
DRAFTING CHECK APPR.
Change name of subdivision in title block
Corrected title block
Added zoning line
Added "Proposed" to Zoning Information
Added Lot 1A Area
Added Lot 1B Area
Added Lot 1A Area
Added Lot 1B Area
Added Lot 1A Area
Added Lot 1B Area

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to the
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Attachment 3D

TAX MAP
As of August 25, 2026
(marked up to show subdivision)


FORMER
ACCURATE DIE CASTING SITE
NYSDEC BCP Site #:C734052
LOT 1B
LOT 1A
SECTION MAP 9
VILLAGE OF FAYETTEVILLE
TOWN OF MANLIUS
ONONDAGA COUNTY, NY
SCALE : 1" = 100'
FOR TAXING PURPOSES ONLY
NOT TO BE USED FOR CONVEYANCE
LEGEND
SPECIAL DISTRICT INFORMATION

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 4

DEED FOR LOT 1A INTO GENESEE FAYETTEVILLE, LLC
Recorded August 4, 2026

Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
CSC

Return To :
CSC

Method Returned : ERECORDING

First PARTY 1
FOUBU ENVIRONMENTAL SERVICES LLC

First PARTY 2
GENESEE FAYETTEVILLE LLC

Index Type : Land Records
Instr Number : 2026-00025389
Book : **Page :**

Type of Instrument : Deed
Type of Transaction : Deed Comm Or Vacant
Recording Fee: $320.50

Recording Pages : 5

The Property affected by this instrument is situated in Manlius, in the County of Onondaga, New York

Real Estate Transfer Tax	
RETT # :	95
Deed Amount :	$3,000,000.00
RETT Amount :	$12,000.00
Total Fees :	$12,320.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 08/04/2026

At (Recorded Time) : 2:14:47 PM

Emily Essi Bersani

Emily Essi Bersani, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: MMERRILL Printed On : 08/04/2026 At : 2:16:38PM

WARRANTY DEED

THIS INDENTURE, made the 24th day of July 2026,

BETWEEN:

FOUBU ENVIRONMENTAL SERVICES, LLC, a New York limited liability company with a mailing address of 333 West Washington Street, Syracuse, New York 13221

GRANTOR

GENESEE FAYETTEVILLE, LLC, a New York limited liability company with a mailing address of 396 E. Henrietta Road, Rochester, New York 14620

GRANTEE

WITNESSETH, that the Grantor, in consideration of ONE DOLLAR ($1.00), and other good and valuable consideration, paid by the Grantee, hereby grants and releases unto the Grantee, the successors and assigns of the Grantee forever,

See Schedule A attached here to and made a part hereof

Being part of the same premises conveyed to the Grantor by Bargain & Sale Deed dated December 18, 2017 and recorded in the Onondaga County Clerk's Office on December 29, 2017 at Instrument No. 2017-48786.

SUBJECT TO easements, covenants and restrictions of record, if any.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the successors and/or assigns of the Grantee forever. AND the Grantor covenants as follows:

FIRST: The Grantee shall quietly enjoy the said premises.

SECOND: The Grantor will forever warrant the title to said premises.

THIS Deed is subject to the trust provisions of Section 13 of the Lien Law.

IN WITNESS WHEREOF, the Grantor has executed this Deed the day and year first above written.

In presence of:

FOUBU ENVIRONMENTAL SERVICES, LLC

By:_____
Eric Gernant, Manager

STATE OF NEW YORK)
COUNTY OF Onondaga) ss:.

On the 23rd day of July in the year 2026 before me, the undersigned, a notary public in and for said state, personally appeared **ERIC GERNANT** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Mary E Volcko
Notary Public

MARY E VOLCKO
Notary Public, State of New York
Reg. No. 01V06382173
Qualified in Onondaga County
Commission Expires October 22, ~~2023~~ 2026
Rev.

51050653.1
16367311_2

51091472.5

SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Fayetteville, County of Onondaga and State of New York; being part of Lot 65; said parcel being known as Lot 1A on the Final Plan for 547 East Genesee Street Subdivision prepared by C.T. Male Associates dated January 20, 2026, and filed June 5, 2026 in the Onondaga County Clerk's Office as Map File No. 14017 and more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of East Genesee Street (N.Y.S. Route 5) at its intersection with the division line between the lands now or formerly of FOUBU Environmental Service, LLC as described in Instrument No. 2017-00048786 on the east and the lands now or formerly of CST New York, LLC as described in Instrument No. 2019-00018606 on the west; thence northerly along said division line, along a curve right having a radius of 5697.00 feet, a length of 320.60 feet and chord of North 21 deg. 25 min. 23 sec. West, 320.56 feet to a point on the division line between the said lands of FOUBU Environmental Service, LLC on the east and the lands now or formerly of Baruchi, Hsiang & Batki as described in Book 5049 of Deeds at page 768 on the west; thence North 19 deg. 48 min. 40 sec. West along the division line between the said lands of FOUBU Environmental Service, LLC on the east and the lands now or formerly of Baruchi, Hsiang & Batki as described in Book 5049 of Deeds at page 768 & the said lands of CST New York, LLC, in part by each, on the west, a distance of 459.52 feet to a point on the said division line between the said lands of FOUBU Environmental Service, LLC on the east and the said lands of CST New York, LLC on the west; thence North 05 deg. 22 min. 30 sec. East along said division line, a distance of 100.02 feet to a point; thence through the said lands of FOUBU Environmental Service, LLC, the following five (5) courses and distances: 1.) North 86 deg. 54 min. 04 sec. East a distance of 763.10 feet to a point; thence 2.) South 03 deg. 05 min. 56 sec. East a distance of 41.17 feet to a point; thence 3.) North 86 deg. 54 min. 04 sec. East a distance of 60.00 feet to a point; thence 4.) North 03 deg. 05 min. 56 sec. West a distance of 41.17 feet to a point; and 5.) North 86 deg. 54 min. 04 sec. East a distance of 288.87 feet to a point on the division line between the said lands of FOUBU Environmental Service, LLC on the west and the lands now or formerly of Peter & Lisa Barkal as described in Book Instrument No. 2022-00049259 on the east; thence South 05 deg. 55 min. 50 sec. West along the division line between the said lands of FOUBU Environmental Service, LLC on the west and the said lands of Barkal, the lands now or formerly of Jeannette S. Emery as described in Book 5063 of Deeds at page 405, the lands now or formerly of Rich Family Trust as described in Book 5059 of Deeds at Page 241, the lands now or formerly of David H. & Kelly L. Price as described in Inst. No. 2021-00039631, the lands now or formerly of William J. Blume, et.al. as described in Book 5318 of Deeds at page 176, & the lands now or formerly of United Methodist Church as described in Book 1820 of Deeds at page 640 in part by each, on the east, a distance of 471.05 feet to a point on the division line between the said lands of FOUBU Environmental Service, LLC on the north and the lands now or formerly

of United States Postal Services as described in Book 4491 of Deeds at Page 106; thence along said division line, the following two (2) courses and distances: 1.) South 87 deg. 45 min. 00 sec. West a distance of 225.77 feet to a point; and 2.) South 05 deg. 55 min. 50 sec. West a distance of 394.24 feet to a point on the said northerly line of East Genesee Street; thence South 87 deg. 45 min. 00 sec. West along said northerly line of East Genesee Street, a distance of 111.60 feet to a point on the division line between the said lands of FOUBU Environmental Service, LLC on the east and the lands now or formerly of Robert D. Hall as described in Book 3321 of Deeds at Page 203; thence along said division line, the following three (3) courses and distances: 1.) North 02 deg. 15 min. 00 sec. West a distance of 160.00 feet to a point; thence 2.) South 87 deg. 45 min. 00 sec. West a distance of 150.00 feet to a point; and 3.) South 02 deg. 15 min. 00 sec. East a distance of 160.00 feet to a point on the said northerly line of East Genesee Street; thence South 87 deg. 45 min. 00 sec. West along said northerly line of East Genesee Street, a distance of 270.70 feet to the Point of Beginning. Containing 16.025 acres of land, more or less

SUPPLEMENT
to the
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of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 5

DEED FOR LOT 1B INTO OPEN SPACE FVLLE, LLC
Recorded August 4, 2026

Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
CSC

Return To :
CSC

Method Returned : ERECORDING

First PARTY 1
FOUBU ENVIRONMENTAL SERVICES LLC

First PARTY 2
OPEN SPACE FVLLE LLC

Index Type : Land Records
Instr Number : 2026-00025390
Book : **Page :**

Type of Instrument : Deed
Type of Transaction : Deed Comm Or Vacant
Recording Fee: $320.50

Recording Pages : 5

The Property affected by this instrument is situated in Manlius, in the County of Onondaga, New York

Real Estate Transfer Tax	
RETT # :	96
Deed Amount :	$0.00
RETT Amount :	$0.00
Total Fees :	$320.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 08/04/2026

At (Recorded Time) : 2:16:20 PM

Emily Essi Bersani

Emily Essi Bersani, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: MMERRILL Printed On : 08/04/2026 At : 2:18:39PM

WARRANTY DEED

THIS INDENTURE, made the 24th day of July 2026,

BETWEEN:

FOUBU ENVIRONMENTAL SERVICES, LLC, a New York limited liability company with a mailing address of 333 West Washington Street, Syracuse, New York 13221

GRANTOR

OPEN SPACE FVLLE, LLC, a New York limited liability company with a mailing address of 396 E. Henrietta Road, Rochester, New York 14620

GRANTEE

WITNESSETH, that the Grantor, in consideration of ONE DOLLAR ($1.00), and other good and valuable consideration, paid by the Grantee, hereby grants and releases unto the Grantee, the successors and assigns of the Grantee forever,

See Schedule A attached here to and made a part hereof

Being part of the same premises conveyed to the Grantor by Bargain & Sale Deed dated December 18, 2017 and recorded in the Onondaga County Clerk's Office on December 29, 2017 at Instrument No. 2017-48786.

SUBJECT TO easements, covenants and restrictions of record, if any.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the successors and/or assigns of the Grantee forever. AND the Grantor covenants as follows:

FIRST: The Grantee shall quietly enjoy the said premises.

SECOND: The Grantor will forever warrant the title to said premises.

THIS Deed is subject to the trust provisions of Section 13 of the Lien Law.

IN WITNESS WHEREOF, the Grantor has executed this Deed the day and year first above written.

In presence of:

FOUBU ENVIRONMENTAL SERVICES, LLC

By: _____
Eric Gernant, Manager

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:.

On the 23d day of July in the year 2026 before me, the undersigned, a notary public in and for said state, personally appeared **ERIC GERNANT** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Mary E Volcko
Notary Public

MARY E VOLCKO
Notary Public, State of New York
Reg. No. 01V06382173
Qualified in Onondaga County MEV
Commission Expires October 22, 2022 2026

51089593.1
16367310_2

SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Fayetteville, County of Onondaga and State of New York; being part of Lot 65; said parcel being known as Lot 1B on the Final Plan for 547 East Genesee Street Subdivision prepared by C.T. Male Associates dated January 20, 2026, and filed June 5, 2026 in the Onondaga County Clerk's Office as Map File No. 14017 and more particularly bounded and described as follows:

COMMENCING at a point on the northerly line of East Genesee Street (N.Y.S. Route 5) at its intersection with the division line between the lands now or formerly of FOUBU Environmental Service, LLC as described in Instrument No. 2017-00048786 on the east and the lands now or formerly of CST New York, LLC as described in Instrument No. 2019-00018606 on the west; thence northerly along said division line, along a curve right having a radius of 5697.00 feet, a length of 320.60 feet and chord of North 21 deg. 25 min. 23 sec. West, 320.56 feet to a point on the division line between the said lands of FOUBU Environmental Service, LLC on the east and the lands now or formerly of Baruchi, Hsiang & Batki as described in Book 5049 of Deeds at page 768 on the west; thence North 19 deg. 48 min. 40 sec. West along the division line between the said lands of FOUBU Environmental Service, LLC on the east and the lands now or formerly of Baruchi, Hsiang & Batki as described in Book 5049 of Deeds at page 768 & the said lands of CST New York, LLC, in part by each, on the west, a distance of 459.52 feet to a point on the said division line between the said lands of FOUBU Environmental Service, LLC on the east and the said lands of CST New York, LLC on the west; thence North 05 deg. 22 min. 30 sec. East along said division line, a distance of 100.02 feet to the POINT OF BEGINNING; thence North 19 deg. 48 min. 40 sec. West along said division line between the said lands of FOUBU Environmental Service, LLC on the east and the said lands of CST New York, LLC on the west, a distance of 697.82 feet to a point on the division line between the said lands of FOUBU Environmental Service, LLC on the south and the lands now or formerly of Andrew M. Sopchak as described in Book 4783 of Deeds at Page 858 on the north; thence South 83 deg. 42 min. 40 sec. East along the division line between the said lands of FOUBU Environmental Service, LLC on the west and the said lands of Sopchak, the lands now or formerly of William A. & Margaret G. Harfosh as described in Instrument No. 2024-00032248, the lands now or formerly of William G. Patrick as described in Book 4976 of Deeds at Page 845 & the lands now or formerly of Thomas P. Kinsella, Jr. as described in Book 4450 of Deeds at page 215 in part by each, on the north, a distance of 1401.29 feet to a point on the division line between the said lands of FOUBU Environmental Service, LLC on the west and the lands now or formerly of the Village of Fayetteville as described in Book 2473 of Deeds at Page 645; thence South 05 deg. 55 min. 50 sec. East along the division line between the said lands of FOUBU Environmental Service, LLC on the west and the said lands of the Village of Fayetteville, the lands now or formerly of Matthew D. & Karen R. Fitzgibbons as described in Book 4245 of Deeds at Page 95 & the lands now or formerly of Cody J. Fedele & Melissa A. Thomas as

described in Instrument No. 2022-00036408 in part by each, on the east, a distance of 445.29 feet to a point; thence through the said lands of FOUBU Environmental Service, LLC, the following five (5) courses and distances: 1.) South 86 deg. 54 min. 04 sec. West a distance of 288.87 feet to a point; thence 2.) South 03 deg. 05 min. 56 sec. East a distance of 41.17 feet to a point; thence 3.) South 86 deg. 54 min. 04 sec. West a distance of 60.00 feet to a point; thence 4.) North 03 deg. 05 min. 56 sec. East a distance of 41.17 feet to a point; and 5.) South 86 deg. 54 min. 04 sec. West a distance of 763.10 feet to the Point of Beginning. Containing 15.749 acres of land, more or less

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 6A

NEW REQUESTOR GENESEE FAYETTEVILLE, LLC's GRANT OF ACCESS
to
OPEN SPACE FVLLE, LLC
(without attached deed)

Genesee Fayetteville, LLC
396 East Henrietta Road
Rochester, NY 14620

August 14, 2026

OPEN SPACE FVLLE, LLC
396 East Henrietta Road
Rochester, NY 14620

Re: Site Access for Brownfield Cleanup Program ("BCP") Work
to Lot -1A of the Former Accurate Die Casting Site, DEC Site No.: C734052 (the "Site") located at 547 E. Genesee Street, Fayetteville New York 13066

Dear Manager of OPEN SPACE FVLLE, LLC:

Because FOUBU Environmental Services, LLC ("FOUBU") recently subdivided the approximately 31.774 acres of real property, once identified as Tax Map No. 009.-04-19.1, comprising the above-referenced Site ("Property") into two lots (commonly known as Lot 1A and Lot 1B) along the zoning district line which bisects the Site, and then sold to Genesee Fayetteville, LLC pursuant to the attached deed only Lot 1A which is comprised of approximately 16.025 acres, OPEN SPACE FVLLE, LLC does not have, without this access letter, access to the entire Site to implement BCP Work, if need be. Rather, OPEN SPACE FVLLE, LLC would only have access to the approximately 15.749 acres comprising Lot 1B sold by FOUBU to OPEN SPACE FVLLE, LLC.

Therefore, Genesee Fayetteville, LLC in its capacity as the existing owner of the Lot 1A portion of the Site hereby provides OPEN SPACE FVLLE, LLC with this written permission to enter and access the entire Site, including without limitation Lot 1A, throughout the implementation of the BCP Work (as defined below).

Additionally, Genesee Fayetteville, LLC understands that the selected remedy may require the imposition of an environmental easement on Lot 1A. By the execution of this site access agreement letter, Genesee Fayetteville, LLC is hereby allowing OPEN SPACE FVLLE, LLC, and its contractors and its consultants, and the New York State Department of Environmental Conservation ("DEC"), site access to Lot 1A to perform and observe the required BCP investigation, remediation, site management, and other work to obtain, and obtain a Certificate of Completion for the Site ("BCP Work") from the DEC, as well as agreeing to the imposition and placement of an environmental easement on Lot 1A if deemed necessary by the DEC.

Sincerely,
Genesee Fayetteville, LLC

By: Its Manager, Streamline Real Estate Acquisitions, LLC

By: 

Matthew J. Lester, as Manager of Streamline Real Estate Acquisitions, LLC

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 6B

NEW REQUESTOR OPEN SPACE FVLLE, LLC's GRANT OF ACCESS
to
GENESEE FAYETTEVILLE, LLC
(without attached deed)

OPEN SPACE FVLLE, LLC
396 East Henrietta Road
Rochester, NY 14620

August 14, 2026

Genesee Fayetteville, LLC
396 East Henrietta Road
Rochester, NY 14620

Re: Site Access for Brownfield Cleanup Program ("BCP") Work
to Lot -1B of the Former Accurate Die Casting Site, DEC Site No.: C734052 (the "Site") located at 547 E. Genesee Street, Fayetteville New York 13066

Dear Manager of Genesee Fayetteville, LLC:

Because FOUBU Environmental Services, LLC ("FOUBU") recently subdivided the approximately 31.774 acres of real property, once identified as Tax Map No. 009.-04-19.1, comprising the above-referenced Site ("Property") into two lots (commonly known as Lot 1A and Lot 1B) along the zoning district line which bisects the Site, and then sold to OPEN SPACE FVLLE, LLC pursuant to the attached deed only Lot 1B which is comprised of approximately15.749 acres, Genesee Fayetteville does not have, without this access letter, access to the entire Site to implement BCP Work, if need be. Rather, Genesee Fayetteville, LLC would only have access to the approximately 16.025 acres comprising Lot 1A sold by FOUBU to Genesee Fayetteville, LLC.

Therefore, OPEN SPACE FVLLE, LLC in its capacity as the existing owner of the Lot 1B portion of the Site hereby provides Genesee Fayetteville, LLC with this written permission to enter and access the entire Site, including without limitation Lot 1B, throughout the implementation of the BCP Work (as defined below).

Additionally, OPEN SPACE FVLLE, LLC understands that the selected remedy may require the imposition of an environmental easement on Lot 1B. By the execution of this site access agreement letter, OPEN SPACE FVLLE, LLC is hereby allowing Genesee Fayetteville, LLC, and its contractors and its consultants, and the New York State Department of Environmental Conservation ("DEC"), site access to Lot 1B to perform and observe the required BCP investigation, remediation, site management, and other work to obtain, and obtain a Certificate of Completion for the Site ("BCP Work") from the DEC, as well as agreeing to the imposition and placement of an environmental easement on Lot 1B if deemed necessary by the DEC.

Sincerely,
OPEN SPACE FVLLE, LLC

By: Its Manager, Streamline Real Estate Acquisitions, LLC

By:_____
Matthew J. Lester, as Manager of Streamline Real Estate Acquisitions, LLC

Doc#51263412

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 6C

NEW REQUESTOR GENESEE FAYETTEVILLE, LLC's GRANT OF ACCESS
to
FOUBU ENVIRONMENTAL SERVICES, LLC
(without attached deed)

Genesee Fayetteville, LLC
396 East Henrietta Road
Rochester, NY 14620

August 25, 2026

FOUBU Environmental Services, LLC
333 West Washington Street
Syracuse, New York 13221

Re: Site Access for Brownfield Cleanup Program ("BCP") Work
to Lot 1A of the Former Accurate Die Casting Site, DEC Site No.: C734052 (the "Site") located at 547 E. Genesee Street, Fayetteville New York 13066

Dear Manager of FOUBU Environmental Services, LLC:

As you know, FOUBU Environmental Services, LLC ("FOUBU") subdivided the approximately 31.774 acres of real property, identified as Tax Map No. 009-04-19.1, comprising the above-referenced Site ("Property") into two lots (commonly known as Lot 1A and Lot 1B) generally along the zoning district line which bisects the Site. Lot 1A is comprised of what remained of Tax Map No. 009-04-19.1, totaling approximately 16.025 acres, after the subdivision. FOUBU sold Lot 1A to Genesee Fayetteville, LLC pursuant to the attached deed, but inadvertently did so without retaining access to implement the BCP Work (as defined below), if required by the New York State Department of Environmental Conservation ("DEC"). Thus, without this access letter, FOUBU does not have access to all of the Site to implement any BCP Work required by DEC.

Therefore, Genesee Fayetteville, LLC in its capacity as the owner of the Lot 1A portion of the Site hereby provides FOUBU with this written permission to enter and access the Lot 1A portion of the Site, throughout the implementation of the BCP Work, to the extent required to do so by the DEC.

Additionally, Genesee Fayetteville, LLC understands that the selected remedy may require the imposition of an environmental easement on Lot 1A. By the execution of this site access agreement letter, Genesee Fayetteville, LLC is hereby allowing FOUBU, and its contractors and its consultants, and the DEC, access to Lot 1A to the extent DEC directs FOUBU to perform and observe the required BCP investigation, remediation, site management, and other work to obtain, and obtain a Certificate of Completion for the Site from the DEC ("BCP Work"), as well as agreeing to the imposition and placement of an environmental easement on Lot 1A if deemed necessary by the DEC.

Sincerely,
Genesee Fayetteville, LLC

By: Its Manager, Streamline Real Estate Acquisitions, LLC

By: _____
Matthew J. Lester, as Manager of Streamline Real Estate Acquisitions, LLC

Doc#51263412

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 6D

NEW REQUESTOR OPEN SPACE FVLLE, LLC's GRANT OF ACCESS
to
FOUBU ENVIRONMENTAL SERVICES, LLC
(without attached deed)

OPEN SPACE FVLLE, LLC
396 East Henrietta Road
Rochester, NY 14620

August 25, 2026

FOUBU Environmental Services, LLC
333 West Washington Street
Syracuse, New York 13221

Re: **Site Access for Brownfield Cleanup Program ("BCP") Work**
to Lot 1B of the Former Accurate Die Casting Site, DEC Site No.: C734052 (the "Site") located at 547 E. Genesee Street, Fayetteville New York 13066

Dear Manager of FOUBU Environmental Services, LLC:

As you know, FOUBU Environmental Services, LLC ("FOUBU") subdivided the approximately 31.774 acres of real property, once identified as Tax Map No. 009.-04-19.1, comprising the above-referenced Site ("Property") into two lots (commonly known as Lot 1A and Lot 1B) generally along the zoning district line which bisects the Site. Lot 1B is comprised of approximately15.749 acres, and has been assigned Tax Map No. 009-04-19.3. FOUBU sold Lot 1B to OPEN SPACE FVLLE, LLC pursuant to the attached deed, but inadvertently did so without retaining access to implement the BCP Work (as defined below), if required by the New York State Department of Environmental Conservation ("DEC"). Thus, without this access letter, FOUBU does not have access to all of the Site to implement any BCP Work required by DEC.

Therefore, OPEN SPACE FVLLE, LLC in its capacity as the existing owner of the Lot 1B portion of the Site hereby provides FOUBU with this written permission to enter and access the Lot 1B portion of the Site, throughout the implementation of the BCP Work, to the extent required to do so by the DEC.

Additionally, OPEN SPACE FVLLE, LLC understands that the selected remedy may require the imposition of an environmental easement on Lot 1B. By the execution of this site access agreement letter, OPEN SPACE FVLLE, LLC is hereby allowing FOUBU, and its contractors and its consultants, and the DEC, site access to Lot 1B to the extent DEC directs FOUBU to perform and observe the required BCP investigation, remediation, site management, and other work to obtain, and obtain a Certificate of Completion for the Site from the DEC ("BCP Work"), as well as agreeing to the imposition and placement of an environmental easement on Lot 1B if deemed necessary by the DEC.

Sincerely,
OPEN SPACE FVLLE, LLC

By: Its Manager, Streamline Real Estate Acquisitions, LLC

By: _____
Matthew J. Lester, as Manager of Streamline Real Estate Acquisitions, LLC

Doc#51263412

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 7A

CHANGE OF USE – BCP SITE with SUPPLEMENT
(but without Attachments to SUPPLEMENT)

May 2025

NEW YORK STATE | Department of Environmental Conservation

60-Day Advance Notification of Site Change of Use

Physical Alteration, Transfer of Certificate of Completion, and/or Ownership Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

SUBMITTAL INSTRUCTIONS:

Please submit via Site Control Dropbox as described below, OR, if file size permits, by email to DERSiteControl@dec.ny.gov. Print to pdf before submitting.

You may submit your document(s) via ground mail at the address below however please – DO NOT submit both electronic and ground mail.

a.) VIA SITE CONTROL DROPBOX:

Request an Invitation

In the "Title" field, please include the following: "Change of Use – Site Name, Site # C734052.

After uploading files, an automated email will be sent to the submitter's email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.

Packages submitted through third-party file transfer services will not be accepted.

b.) VIA GROUND MAIL:

Save the COU form w/attached file(s) and cover letter (optional) to an external storage device (e.g., thumb drive, flash drive). Do NOT include any paper.

Mail the external storage device to the following address:
Chief, Site Control Section
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, NY 12233-7020

Section I: Property Information	
Site Name: Former Accurate Diecasting Site	DEC Site # C734052
Site Address: 547 East Genesee Street Fayetteville, New York 13066	

Section II: Contact Information Person Submitting Notification	
Name: Eric Gernant	
Address1: FOUBU Environmental Services, LLC	
Address 2: 333 West Washington Street, Syracuse, NY 13202	
Phone: 315-558-9741	E-mail: eric.gernant@ramboll.com

Section III: Type of Change and Date
☑ Change of Ownership
☑ Change of Remedial Parties
☐ Transfer of Certificate of Completion
☐ Other (e.g., any physical alteration or other change of use)
Proposed Date of Change (mm/dd/yyyy) 07/27/2026

Section IV: Description of Proposed Change (Required)

Please provide a brief narrative of the proposed changes(s) indicated above. Attach maps, drawings, and/or parcel information as needed. If "other" the description must explain and advise the DEC how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

See Attached SUPPLEMENT

Section V: Certification Statement

Where the change results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative: see § 375-1.11(d)(4)(i):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name: _____ 07/29/2026

(Signature) (Date)

Eric Gernant

(Print Name)

Address1: FOUBU Environmental Services, LLC

Address2: c/o Ramboll, 333 West Washington St Syracuse, NY 13202

Phone: 315-558-9741 Email : eric.gernant@ramboll.com

Section VI: Contact Information for New Owner, Remedial Party, or CoC Holder

If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environment Easement, Deed Restriction, or Site Management Plan subject to periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☑ Prospective Owner ☑ Prospective Remedial Party ☐ Prospective Owner Representative

Name: Genesee Fayetteville, LLC
Address:1 396 East Henrietta Road
Address2: Rochester, New York 14620
Phone: 585-797-88774 Email: mlester@caliberbrokerage.com

Cert. Party Name: Matthew J. Lester
Address:1 396 East Henrietta Road
Address2: Rochester, New York 14620
Phone: 585-797-88774 Email: mlester@caliberbrokerage.com

Section VII: Agreement to Notify DEC After Transfer

If Section VI applies, i.e., all or part of the site will be sold, in accordance with § 375-1.11(d)(4)(ii) 30 days after the transfer a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the CoC holder for the site, the CoC should be transferred to the new owner using DEC's approved "Notice of Transfer of COC" forms found at Initial Notice And Transfer Of Certificate Of Completion - NYSDEC. This form has its own filing requirements at §375-1.9(f).

Signing below indicates that theses notices will be provided to the DEC within the specified timeframes as follows:

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. The name and contact information for the new owner(s) per §375-1.11(d)(4)(ii)
2. The name and contact information for any owner representative; and
3. A Notice of Transfer using the DEC form Initial Notice And Transfer Of Certificate Of Completion - NYSDEC.

Name: _____ 07/29/2026
(Signature) (Date)

Eric Gernant
(Print Name)

Address1: FOUBU Environmental Services, LLC

Address2: 333 West Washington St. Syracuse, NY 13202

Phone: 315-558-9741 Email: eric.gernant@ramboll.com

Continuation Sheet (if needed for multiple owners, representatives, or remedial parties)

☐ Prospective Owner ☐ Prospective Remedial Party ☑ Prospective Owner Representative

Name: James Blasting
Address:1 James Environmental Management
Address2: 134 Greenridge Drive, Manlius, NY 13104
Phone: 315-263-3388 Email: jfblasting@james-em.com

☐ Prospective Owner ☐ Prospective Remedial Party ☑ Prospective Owner Representative

Name: Matthew J. Lester, as Manager of Streamline Real Estate Acquisitions, LLC
Address:1 396 East Henrietta Road
Address2: Rochester, New York 14620
Phone: 585-797-8877 Email: mlester@caliberbrokerage.com

☑ Prospective Owner ☑ Prospective Remedial Party ☐ Prospective Owner Representative

Name: OPEN SPACE FVLLE, LLC
Address:1 396 East Henrietta Road
Address2: Rochester, New York 14620
Phone: 585-797-8877 Email: mlester@caliberbrokerage.com

☐ Prospective Owner ☐ Prospective Remedial Party ☑ Prospective Owner Representative

Name: Matthew J. Lester, as Manager of Streamline Real Estate Acquisitions, LLC
Address:1 396 East Henrietta Road
Address2: Rochester, New York 14620
Phone: 585-797-8877 Email: mlester@caliberbrokerage.com

SUPPLEMENT
to the
60-Day Advance Notification of Site Change of Use form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Section IV. Question. *Please provide a brief narrative of the proposed change(s) indicated above:*

Section IV. Response. The existing volunteer Applicant under the Brownfield Site Cleanup Agreement, Index No.: C734052-03-15 ("BCA"), FOUBU Environmental Services, LLC ("FOUBU"), contracted for the sale of the Former Accurate Die Casting Site ("Site") to Streamline Real Estate Acquisitions, LLC, a New York limited liability company ("Streamline"), or to Streamline's designees, pursuant to the terms of a Restated and Amended Real Estate Purchase Agreement dated as of August 26, 2025, as amended ("PSA"). After a deal with the prospective tenant finally came together, Streamline designated two affiliates, Genesee Fayetteville, LLC, a New York limited liability company with DOS ID: 7894047, and OPEN SPACE FVLLE, LLC, a New York limited liability company with DOS ID: 7908060, to quickly take title to the real property comprising the Site.

To facilitate the transfer of the Site to these two designees, Applicant recently subdivided the approximately 31.774 acres of real property comprising the Site along the zoning district line which bisects the Site, with the northern part of the Site being in the Residential (R-1) District to the north and the southern part of the Site being in the Industrial (I) District to the south. New Lot 1A is all of the acreage of the Site in the Industrial (I) Zone, and new Lot 1B is all of the acreage of the Site in the Residential (R-1) Zone. New Lot 1A is comprised of approximately 16.025 acres, and new Lot 1B is comprised of approximately 15.749 acres. Because of the recency of the subdivision, new tax map identification numbers are not yet available. A copy of the survey illustrating the new lots and the metes and bounds descriptions of both Lot 1A and Lot 1B are attached hereto for the Department's reference as Attachments 1-3. The size of the Site has not changed. The acreage of the Site remains approximately 31.774 acres.

Genesee Fayetteville, LLC took title to Lot 1A, and OPEN SPACE FVLLE, LLC took title to Lot 1B on July 27, 2026. A copy of each of the deeds which were recorded on August 4, 2026 is attached hereto as Attachments 4 and 5, respectively. Streamline is the Manager of both Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC. Consistent with local zoning, Genesee Fayetteville, LLC will facilitate the commercial development of a retail grocery store on Lot 1A, and OPEN SPACE FVLLE, LLC will hold Lot 1B for passive recreational use.

By separate application to amend the BCA, FOUBU, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC are requesting that the Department add Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC to the BCA, each as an additional volunteer Applicant, i.e., FOUBU will remain on and be obligated by the BCA.

The PSA provided that, as between the three Applicants, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC shall be responsible for preparation and implementation of the Remedial Action Work Plan for a Track 4 remedy that allows a future commercial use, including a retail grocery store use, on the southern portion of the Site and passive recreational use on the northern portion of the Site, and for a Site Management Plan, Environmental Easements and a Final Engineering Report, all to the Department's satisfaction, in order to obtain a Certificate of Completion as soon as practicable. As between the new requestors and Applicant, OPEN SPACE FVLLE, LLC will be responsible for the northern portion of the Site and Genesee Fayetteville, LLC will be responsible for the southern portion of the Site.

FOUBU's affiliate, Ramboll Limited, will continue to remain responsible under the existing State Superfund Program ("SSP") consent order for Site #7-34-052, including for long term operation, maintenance and monitoring of groundwater and off-site sub-slab depressurization systems, and preparing Periodic Review Reports. Because Ramboll Limited does not have access to the Site independent of FOUBU's ownership of the Property, FOUBU obtained as part of the purchase and sale transaction an Access Agreement for Ramboll Limited from both Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC granting Ramboll Limited full and independent access to all of the Site to implement the SSP Site Management Plan to the satisfaction of the Department. A copy of that recorded Access Agreement is attached hereto as Attachment 6.

A separate contemporaneous 60-Day Advance Notification of Site Change of Use is also being submitted by FOUBU to notify the Department that FOUBU transferred all of the Site subject to the existing SSP consent order for Site #7-34-052's site management plan to Streamline's two affiliated designees, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC on July 27, 2026.

A subsequent BCA Amendment, with another copy of the recorded deeds and the new tax map identification numbers, will be submitted to the Department when the new tax map identification numbers become available.

In accordance with §375-1.11(d)(4)(ii), within 30 days of the July 27th transfer of title to the Site to Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC, FOUBU will send a letter to the Department referencing this 60-Day Advance Notification of Site Change of Use form documenting the completion of the transfer, and confirming the name and contact information for the actual new owners per §375-1.11(d)(4)(ii) and the name and contact information for each of the actual new owner's representative.

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 7B

CHANGE OF USE – SSP SITE with SUPPLEMENT
(but without Attachments to SUPPLEMENT)

May 2025

NEW YORK STATE | Department of Environmental Conservation

60-Day Advance Notification of Site Change of Use

Physical Alteration, Transfer of Certificate of Completion, and/or Ownership Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

SUBMITTAL INSTRUCTIONS:

Please submit via Site Control Dropbox as described below, OR, if file size permits, by email to DERSiteControl@dec.ny.gov. Print to pdf before submitting.

You may submit your document(s) via ground mail at the address below however please – DO NOT submit both electronic and ground mail.

a.) VIA SITE CONTROL DROPBOX:

Request an Invitation

In the "Title" field, please include the following: "Change of Use – Site Name, Site # 7-34-052.

After uploading files, an automated email will be sent to the submitter's email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.

Packages submitted through third-party file transfer services will not be accepted.

b.) VIA GROUND MAIL:

Save the COU form w/attached file(s) and cover letter (optional) to an external storage device (e.g., thumb drive, flash drive). Do NOT include any paper.

Mail the external storage device to the following address:
Chief, Site Control Section
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, NY 12233-7020

Section I: Property Information	
Site Name: Former Accurate Die Casting Site	DEC Site #7-34-052
Site Address: 547 East Genesee Street Fayetteville, New York 13066	

Section II: Contact Information Person Submitting Notification	
Name: Eric Gernant	
Address1: FOUBU Environmental Services, LLC	
Address 2: 333 West Washington Street, Syracuse, NY 13202	
Phone: 315-558-9741	E-mail: eric.gernant@ramboll.com

Section III: Type of Change and Date	
☑	Change of Ownership
☐	Change of Remedial Parties
☐	Transfer of Certificate of Completion
☐	Other (e.g., any physical alteration or other change of use)
Proposed Date of Change (mm/dd/yyyy)	07-27-2026

Section IV: Description of Proposed Change (Required)

Please provide a brief narrative of the proposed changes(s) indicated above. Attach maps, drawings, and/or parcel information as needed. If "other" the description must explain and advise the DEC how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

See Attached SUPPLEMENT

Section V: Certification Statement

Where the change results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative: see § 375-1.11(d)(4)(i):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name: _____ 07/29/2026
(Signature) (Date)

Eric Gernant
(Print Name)

Address1: FOUBU Environmental Services, LLC

Address2: c/o Ramboll, 333 West Washington St Syracuse, NY 13202

Phone: 315-558-9741 Email : eric.gernant@ramboll.com

Section VI: Contact Information for New Owner, Remedial Party, or CoC Holder

If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environment Easement, Deed Restriction, or Site Management Plan subject to periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☑ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: Genesee Fayetteville, LLC

Address:1 396 East Henrietta Road

Address2: Rochester, New York 14620

Phone: 585-797-8877 Email: mlester@caliberbrokerage.comm

Cert. Party Name: Matthew J. Lester, as Manager of Streamline Real Estate Acquisitions, LLC

Address:1 396 East Henrietta Road

Address2: Rochester, New York 14620

Phone: 585-797-8877 Email: mlester@caliberbrokerage.comm

Section VII: Agreement to Notify DEC After Transfer

If Section VI applies, i.e., all or part of the site will be sold, in accordance with § 375-1.11(d)(4)(ii) 30 days after the transfer a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the CoC holder for the site, the CoC should be transferred to the new owner using DEC's approved "Notice of Transfer of COC" forms found at Initial Notice And Transfer Of Certificate Of Completion - NYSDEC. This form has its own filing requirements at §375-1.9(f).

Signing below indicates that theses notices will be provided to the DEC within the specified timeframes as follows:

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. The name and contact information for the new owner(s) per §375-1.11(d)(4)(ii)
2. The name and contact information for any owner representative; and
3. A Notice of Transfer using the DEC form Initial Notice And Transfer Of Certificate Of Completion - NYSDEC.

Name: _____ 07/29/2026
(Signature) (Date)

Eric Gernant
(Print Name)

Address1: FOUBU Environmental Services, LLC

Address2: 333 West Washington St., Syracuse, NY 13202

Phone: 315-558-9741 Email: eric.gernant@ramboll.com

Continuation Sheet (if needed for multiple owners, representatives, or remedial parties)

☐ Prospective Owner ☐ Prospective Remedial Party ☑ Prospective Owner Representative

Name: James Blasting
Address:1 James Environmental Management
Address2: 134 Greenridge Drive, Manlius, NY 13104
Phone: 315-263-3388 Email: jfblasting@james-em.com

☐ Prospective Owner ☐ Prospective Remedial Party ☑ Prospective Owner Representative

Name: Matthew Lester, as Manager of Streamline Real Estate Acquisitions, LLC
Address:1 396 East Henrietta Road
Address2: Rochester, New York 14620
Phone: 585-797-8877 Email: mlester@caliberbrokerage.com

☑ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: OPEN SPACE FVLLE, LLC
Address:1 396 East Henrietta Road
Address2: Rochester, New York 14620
Phone: 585-797-8877 Email: mlester@caliberbrokerage.com

☐ Prospective Owner ☐ Prospective Remedial Party ☑ Prospective Owner Representative

Name: Matthew J. Lester, as Manager of Streamline Real Estate Acquisitions, LLC
Address:1 396 East Henrietta Road
Address2: Rochester, New York 14620
Phone: 585-797-8877 Email: mlester@caliberbrokerage.com

SUPPLEMENT
to the
60-Day Advance Notification of Site Change of Use form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting State Superfund Site, NYSDEC SSP Site No.: 7-34-052

Section IV. Question. *Please provide a brief narrative of the proposed change(s) indicated above:*

Section IV. Response. FOUBU Environmental Services, LLC ("FOUBU") contracted for the sale of the Former Accurate Die Casting State Superfund Site ("Site"), which was the subject of two Consent Decrees executed by ITT Commercial Finance Corp., a subsidiary to ITT Industries, Inc., to Streamline Real Estate Acquisitions, LLC, a New York limited liability company ("Streamline"), or to Streamline's designees, pursuant to the terms of a Restated and Amended Real Estate Purchase Agreement dated as of August 26, 2025, as amended ("PSA"). After a deal with the prospective tenant finally came together, Streamline designated two affiliates, Genesee Fayetteville, LLC, a New York limited liability company with DOS ID: 7894047, and OPEN SPACE FVLLE, LLC, a New York limited liability company with DOS ID: 7908060), to quickly take title to the real property comprising the Site.

To facilitate the transfer of the Site to these two designees, FOUBU recently subdivided the approximately 31.774 acres of real property comprising the Site along the zoning district line which bisects the Site, with the northern part of the Site being in the Residential (R-1) District to the north and the southern part of the Site being in the Industrial (I) District to the south. New Lot 1A is all of the acreage of the Site in the Industrial (I) Zone, and new Lot 1B is all of the acreage of the Site in the Residential (R-1) Zone. New Lot 1A is comprised of approximately 16.025 acres, and new Lot 1B is comprised of approximately 15.749 acres. Because of the recency of the subdivision, new tax map identification numbers are not yet available. A copy of the survey illustrating the new lots and the metes and bounds descriptions of both Lot 1A and Lot 1B are attached hereto for the Department's reference as Attachments 1-3. The size of the Site has not changed. The acreage of the Site remains approximately 31.774 acres.

Genesee Fayetteville, LLC took title to Lot 1A, and OPEN SPACE FVLLE, LLC took title to Lot 1B, on July 27, 2026. A copy of each of the deeds which were recorded on August 4, 2026 is attached hereto as Attachments 4 and 5, respectively. Streamline is the Manager of both Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC. Consistent with local zoning, Genesee Fayetteville, LLC will facilitate the commercial development of a retail grocery store on Lot 1A, and OPEN SPACE FVLLE, LLC will hold Lot 1B for passive recreational use.

By separate application to amend Brownfield Site Cleanup Agreement Index No.: C734052-03-15 ("BCA"), FOUBU, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC are requesting that the Department add Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC to the BCA, each as an additional volunteer Applicant, i.e., FOUBU will remain on and be obligated by the BCA.

The PSA provided that, as between the three Applicants, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC shall be responsible for preparation and implementation of the Remedial Action Work Plan for a Track 4 remedy that allows a future commercial use, including a retail grocery store use, on the southern portion of the Site and passive recreational use on the northern portion of the Site, and for a Site Management Plan, Environmental Easements and a Final Engineering Report, all to the Department's satisfaction, in order to obtain a Certificate of Completion as soon as practicable. As between the new requestors and Applicant, OPEN SPACE FVLLE, LLC will be responsible for the northern portion of the Site and Genesee Fayetteville, LLC will be responsible for the southern portion of the Site.

FOUBU's affiliate, Ramboll Limited, will continue to remain responsible under the existing State Superfund Program ("SSP") consent order for Site #7-34-052, including for long term operation, maintenance and monitoring of groundwater and off-site sub-slab depressurization systems, and preparing Periodic Review Reports. Because Ramboll Limited does not have access to the Site independent of FOUBU's ownership of the Property, FOUBU obtained as part of the purchase and sale transaction an Access Agreement for Ramboll Limited from both Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC granting Ramboll Limited full and independent access to all of the Site to implement the SSP Site Management Plan to the satisfaction of the Department. A copy of that recorded Access Agreement is attached hereto as Attachment 6.

A separate contemporaneous 60-Day Advance Notification of Site Change of Use is also being submitted by FOUBU to notify the Department that FOUBU transferred all of the Site subject to the BCA to Streamline's two affiliated designees, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC.

A subsequent BCA Amendment, with another copy of the recorded deeds and the new tax map identification numbers, will be submitted to the Department when the new tax map identification numbers become available.

In accordance with §375-1.11(d)(4)(ii), within 30 days of the July 27th transfer of title to the Site to Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC, FOUBU will send a letter to the Department referencing this 60-Day Advance Notification of Site Change of Use form documenting the completion of the transfer, and confirming the name and contact information for the actual new owners per §375-1.11(d)(4)(ii) and the name and contact information for each of the actual new owner's representative.

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 8A

NOTICE OF TRANSFER OF BCP SITE NO.: C734052

Dated August 4, 2026
(without attached deeds)

FOUBU Environmental Services, LLC
333 West Washington St.
Syracuse, NY 13202

August 11, 2026

Michael Belveg, P.E.
New York State Department of Environmental Remediation
Division of Environmental Remediation, Region 7
5786 Widewaters Parkway
Syracuse, New York 13214-1867

RE: **NOTICE OF TRANSFER**
Brownfield Cleanup Program ("BCP")
Pursuant to 6 NYCRR Part 375.1.11(d)(4)
Former Accurate Die Casting BCP Site, Site ID No. C734052
547 East Genesee Street, Fayetteville, NY 13066

Dear Mr. Belveg:

PLEASE TAKE NOTICE, that pursuant to 6 NYCRR 375-1.11(d)(4) and Section VII of the 60-Day Advance Notification of Site Change of Use form submitted on August 6, 2026 for the above-referenced BCP Site, FOUBU Environmental Services, LLC ("FOUBU") has, after subdividing the parcel, transferred title to all of the real property comprising the above-referenced BCP Site located at the above-referenced address in Onondaga County to Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC on or about July 27, 2026. A copy of each of the deeds, which were recorded on August 4, 2026, is attached hereto as Attachment 1 and Attachment 2, respectively.

Streamline Real Estate Acquisitions, LLC ("Streamline") is the Manager of both Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC.

To facilitate the transfer of the Site to these two entities, FOUBU recently subdivided the approximately 31.774 acres of real property comprising the BCP Site along the zoning district line which bisects the Site, with the northern part of the Site being in the Residential (R-1) District to the north and the southern part of the Site being in the Industrial (I) District to the south. New Lot 1A is all of the acreage of the Site in the Industrial (I) Zone, and new Lot 1B is all of the acreage of the Site in the Residential (R-1) Zone. New Lot 1A is comprised of approximately 16.025 acres, and new Lot 1B is comprised of approximately 15.749 acres. Because of the recency of the subdivision, new tax map identification numbers are not yet available.

By separate application to amend the BCA, FOUBU, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC are requesting that the Department add Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC to Brownfield Site Cleanup Agreement, Index No.: C734052-03-15 ("BCA"), each as an additional volunteer Applicant. As between the three, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC shall be responsible for preparation and implementation of the Remedial Action Work Plan for a Track 4 remedy that allows a future commercial use, including a retail grocery store use, on the southern portion of the Site and passive recreational use on the northern

portion of the Site, and for a Site Management Plan, Environmental Easements and a Final Engineering Report, all to the Department's satisfaction, in order to obtain a Certificate of Completion as soon as practicable. As between the new requestors and FOUBU, OPEN SPACE FVLLE, LLC will be responsible for the northern portion of the Site and Genesee Fayetteville, LLC will be responsible for the southern portion of the Site.

FOUBU's affiliate, Ramboll Limited, will continue to remain responsible under the existing State Superfund Program consent order for Site #7-34-052, including for long term operation, maintenance and monitoring of groundwater and off-site sub-slab depressurization systems, and preparing Periodic Review Reports.

PLEASE TAKE NOTICE, the new owner's contact information, including the contact representative and the contact information for such representative is:

Lot 1A

Genesee Fayetteville, LLC — 396 East Henrietta Road, Rochester, NY 14620
(*New Property Owner*) — *(Address)*

42-2082591
(Employer Identification Number)

Mathew Lester, as Manager of Streamline
(Representative) — 396 East Henrietta Road, Rochester, NY 14620
(Address)

585-797-8877 — mlester@caliberbrokerage.com
(Telephone Number) — *(Email Address*

Lot 1B

OPEN SPACE FVLLE, LLC — 396 East Henrietta Road, Rochester, NY 14620
(*New Property Owner*) — *(Address)*

42-2398798
(Employer Identification Number)

Mathew Lester, as Manager of Streamline
(Representative) — 396 East Henrietta Road, Rochester, NY 14620
(Address)

585-797-8877 — mlester@caliberbrokerage.com
(Telephone Number) — *(Email Address*

A separate 30-Day Post-Closing NOTICE OF TRANSFER is also being submitted by FOUBU to notify the Department that FOUBU transferred all of the Site subject to the existing State

Superfund Program ("SSP") consent order for Site #7-34-052 to Streamline's two affiliated designees, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC.

Sincerely,
FOUBU Environmental Services, LLC

By:_____
Eric Gernant, its Manager

Cc via Electronic mail:
C. Calkins
D. Wright
H. Sunser
P. Quigley
Y. Hennessy
A. Keep
J. Blasting
M. Sheen (DEC)
J. Pelton (DEC)
G. Priscott (DEC, Regional Geologist)
J. Cook (DEC, RHWRE)
S. Bogardus (DOH)
C. Budd (DOH)

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 8B

NOTICE OF TRANSFER OF SSP SITE NO.: 7-34-052

Dated August 1, 2026
(without attached deeds)

FOUBU Environmental Services, LLC
333 West Washington St.
Syracuse, NY 13202

August 11, 2026

Michael Belveg, P.E.
New York State Department of Environmental Remediation
Division of Environmental Remediation, Region 7
5786 Widewaters Parkway
Syracuse, New York 13214-1867

RE: **NOTICE OF TRANSFER**
Inactive Hazardous Waste Disposal Site Program
Pursuant to 6 NYCRR Part 375.1.11(d)(4)
Former Accurate Die Casting State Superfund Site, Site ID No. 7-34-052
547 East Genesee Street, Fayetteville, NY 13066

Dear Mr. Belveg:

PLEASE TAKE NOTICE, that pursuant to 6 NYCRR 375-1.11(d)(4) and Section VII of the 60-Day Advance Notification of Site Change of Use form submitted on August 6, 2026 for the above-referenced State Superfund Site, FOUBU Environmental Services, LLC ("FOUBU") has, after subdividing the parcel, transferred title to all of the real property comprising the above-referenced State Superfund Site located at the above-referenced address in Onondaga County to Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC on or about July 27, 2026. A copy of each of the deeds, which were recorded on August 4, 2026, is attached hereto as Attachment 1 and Attachment 2, respectively.

Streamline Real Estate Acquisitions, LLC ("Streamline") is the Manager of both Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC.

To facilitate the transfer of the Site to these two entities, FOUBU recently subdivided the approximately 31.774 acres of real property comprising the State Superfund Site along the zoning district line which bisects the Site, with the northern part of the Site being in the Residential (R-1) District to the north and the southern part of the Site being in the Industrial (I) District to the south. New Lot 1A is all of the acreage of the Site in the Industrial (I) Zone, and new Lot 1B is all of the acreage of the Site in the Residential (R-1) Zone. New Lot 1A is comprised of approximately 16.025 acres, and new Lot 1B is comprised of approximately 15.749 acres. Because of the recency of the subdivision, new tax map identification numbers are not yet available.

FOUBU's affiliate, Ramboll Limited, will continue to remain responsible under the existing State Superfund Program consent order for Site #7-34-052, including for long term operation, maintenance and monitoring of groundwater and off-site sub-slab depressurization systems, and preparing Periodic Review Reports. Because Ramboll Limited does not have access to the Site independent of FOUBU's ownership of the Property, FOUBU obtained as part of the purchase and sale transaction an Access Agreement for Ramboll Limited from both Genesee Fayetteville, LLC

and OPEN SPACE FVLLE, LLC granting Ramboll Limited full and independent access to all of the Site to implement the SSP State Superfund Program - Site Management Plan to the satisfaction of the Department.

PLEASE TAKE NOTICE, the new owner's contact information, including the contact representative and the contact information for such representative is:

Lot 1A

Genesee Fayetteville, LLC
(*New Property Owner)*

396 East Henrietta Road, Rochester, NY 14620
(Address)

42-2082591
(Employer Identification Number)

Mathew Lester, as Manager of Streamline
(Representative)

396 East Henrietta Road, Rochester, NY 14620
(Address)

585-797-8877
(Telephone Number)

mlester@caliberbrokerage.com
(Email Address

Lot 1B

OPEN SPACE FVLLE, LLC
(*New Property Owner)*

396 East Henrietta Road, Rochester, NY 14620
(Address)

42-2398798
(Employer Identification Number)

Mathew Lester, as Manager of Streamline
(Representative)

396 East Henrietta Road, Rochester, NY 14620
(Address)

585-797-8877
(Telephone Number)

mlester@caliberbrokerage.com
(Email Address

A separate 30-Day Post-Closing NOTICE OF TRANSFER is also being submitted by FOUBU to notify the Department that FOUBU transferred all of the Site subject to Brownfield Site Cleanup Agreement, Index No.: C734052-03-15 to Streamline's two affiliated designees, Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC.

Sincerely,
FOUBU Environmental Services, LLC

By:_____
Eric Gernant, its Manager

#51229413.1

Cc via Electronic mail:

C. Calkins
D. Wright
H. Sunser
P. Quigley
Y. Hennessy
A. Keep
J. Blasting
M. Sheen (DEC)
J. Pelton (DEC)
G. Priscott (DEC, Regional Geologist)
J. Cook (DEC, RHWRE)
S. Bogardus (DOH)
C. Budd (DOH)

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 9

ACCESS AGREEMENT
to Ramboll Limited
from Genesee Fayetteville, LLC and OPEN SPACE FVLLE, LLC
for the implementation of the SSP SMP

Recorded August 4, 2026

Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
CSC

Return To :
CSC

Method Returned : ERECORDING

First PARTY 1
RAMBOLL LIMITED

First PARTY 2
OPEN SPACE FVLLE LLC

Index Type : Land Records
Instr Number : 2026-00025391
Book : **Page :**

Type of Instrument : Easement
Type of Transaction : Ease, R-Way
Recording Fee: $160.50
Recording Pages : 23

The Property affected by this instrument is situated in Manlius, in the County of Onondaga, New York

Real Estate Transfer Tax	
RETT # :	97
Deed Amount :	$0.00
RETT Amount :	$0.00
Total Fees :	$160.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 08/04/2026

At (Recorded Time) : 2:18:32 PM

Emily Essi Bersani, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: MMERRILL Printed On : 08/04/2026 At : 2:18:40PM

ACCESS AGREEMENT

This sets forth the ACCESS AGREEMENT (this "Agreement") made as of the day of July, 2026 and by and between RAMBOLL LIMITED, a New York corporation with an address for business at 333 W. Washington Street, Syracuse, NY 13202 ("RAMBOLL") and GENESEE FAYETTEVILLE, LLC, a New York limited liability company ("Lot 1A Owner"), and OPEN SPACE FVLLE, LLC, a New York limited liability company ("Lot 1B Owner") each having an address for business c/o Streamline Real Estate Acquisitions, LLC, 396 E. Henrietta Road, Rochester, New York 14620 (Lot 1A Owner and Lot 1B Owner are collectively sometimes referred to as the "OWNER");

WHEREAS, Lot 1A Owner owns certain real property located in the Village of Fayetteville, County of Onondaga, State of New York, as legally described on Exhibit "A" attached hereto and made a part hereof and shown on a certain subdivision map as Lot 1A and which map is attached hereto and made a part hereof as Exhibit "C" (collectively hereinafter referred to as "Lot 1A"); and

WHEREAS, Lot 1B Owner owns certain real property located in the Village of Fayetteville, County of Onondaga, State of New York, as legally described on Exhibit "B" attached hereto and made a part hereof and shown on a certain subdivision map as Lot 1B and which map is attached hereto and made a part hereof as Exhibit "C" (hereinafter referred to as "Lot 1B" and Lot 1A and Lot 1B are collectively hereinafter referred to as the "Property"); and

WHEREAS, the Property is listed as Class 4 on the Registry of Inactive Hazardous Waste Disposal Sites in New York State (Site No. 734052); and

WHEREAS, RAMBOLL is, and will remain post-Closing, responsible for compliance with the terms of (1) the existing 2014 State Superfund Program ("SSP") site management plan

pursuant to an agreement between RAMBOLL's predecessor and the past owner of the PROPERTY, ITT Inc. (formerly known as ITT Commercial Finance Corp.), dated June 29, 2015 and (2) the Stipulation of Environmental Settlement between RAMBOLL and the New York State Department of Environmental Conservation ("NYSDEC") dated March 26, 2015, which includes but is not limited to the responsibility for the groundwater treatment system addressing pre-Closing contamination (and associated groundwater monitoring) at the Property and off-site soil vapor mitigation from the Property (collectively, with any amendments or modifications required by NYSDEC, "RAMBOLL's Responsibilities"); and

WHEREAS, RAMBOLL is required to perform RAMBOLL's Responsibilities, which includes but is not limited to the required institutional and environmental controls as outlined in the Property's deed restriction Property's Declaration of Covenants and Restrictions made as of May 12, 2014 by 547 East Genesee Street, LLC, and the Site's Operation and Maintenance Manual for Groundwater Remediation System, Operation and Maintenance Plan for Off-Site Vapor Intrusion Mitigation Systems (Revised) prepared and submitted by O'Brien & Gere Engineers, Inc. and ITT Corporation to the New York State Department of Health on November 11, 2009 (collectively, with any amendments or modifications required by NYSDEC, the "Plan");

WHEREAS, RAMBOLL has requested an access easement and utility easement as reasonably necessary including but not limited to entry to the Easement Area (as defined below) for installing, operating, maintaining and monitoring the groundwater extraction pump and trichloroethylene treatment equipment on and within the Easement Area and any other required actions by RAMBOLL pursuant to the Plan to delist the Property from the SSP (collectively, with any amendments or modifications required by NYSDEC, "Approved Work"); and

WHEREAS, RAMBOLL agrees to send a certain letter to NYSDEC, a copy of which is attached as "Exhibit E" and incorporated herein (the "NYSDEC Letter"), confirming that NYSDEC should look to RAMBOLL for performance of the Plan and Approved Work until such time as the NYSDEC delists the Property from the SSP; and

WHEREAS, the NYSDEC Letter also confirms that OWNER is only assuming and taking full and complete obligation for implementing the NYSDEC-approved Remedial Action Work Plan ("RAWP") for the Property and completion of all other Brownfield Cleanup Program-related requirements, including obtaining a Certificate of Completion ("COC") for the Property (collectively, "Owner Work"), and is assuming no other obligations or liabilities at this time or in the future relative to the SSP; and

WHEREAS, to enable RAMBOLL to continue the Plan and Approved Work, RAMBOLL has requested, and the OWNER has agreed to grant a non-exclusive access easement to the PROPERTY as set forth in this Agreement ;

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. Owner hereby grants to RAMBOLL and/or its officers, representatives, agents, employees, and/or contractors a non-exclusive easement to enter upon Lot 1A in the area as legally described on Exhibit "D" attached hereto and made a part hereof and as depicted as the 30' Access Easement Area as shown on Exhibit "C" for the sole purpose of accessing and carrying out the Plan and Approved Work on Lot 1B (collectively hereinafter referred to as the "Easement Area"). All equipment, and other personal property currently existing, used or installed on the Easement Area by RAMBOLL or others acting on its behalf of RAMBOLL, shall remain the property of RAMBOLL or others acting on its behalf (collectively referred to as the "Facilities"). The OWNER shall not interfere with, move or damage the Facilities of RAMBOLL or others acting

on its behalf, and, upon NYSDEC's delisting of the Property from the SSP, RAMBOLL shall agree to removal the Facilities from the Easement Area as determined at that time in consultation with the OWNER.

2. RAMBOLL and/or its officers, representatives, agents, employees, and/or contractors are hereby authorized and permitted to enter upon the Easement Area to construct, reconstruct, upgrade, relocate, extend, repair, maintain, operate and modify the Facilities including but not limited to any supporting powerlines, the extraction and treatment structure and other facilities to provide electrical service, for the monitoring equipment necessary to maintain the Plan and Approved Work.

3. RAMBOLL'S accessing of the Easement Area pursuant to this Agreement shall not interfere with the OWNER'S use and enjoyment of the Property.

4. RAMBOLL and OWNER agree to reasonably assist and cooperate with one another, and with the necessary utility providers and companies, to facilitate the smooth physical disconnection of utilities to the Facilities from a certain building located on the Property and connecting the utilities directly to the Facilities within the Easement Area. Any cost associated with foregoing shall be borne solely by RAMBOLL, RAMBOLL shall have all utilities for the Facilities be separately metered and billed to RAMBOLL, and RAMBOLL shall be solely responsible for the cost of any utility services provided to the Facilities.

5. This Agreement and the easement granted hereunder shall terminate upon (a) RAMBOLL's completion of the Plan and Approved Work and NYSDEC's removing and delisting of the Property from SSP, and (b) OWNER's completion of the Owner Work and NYSDEC's issuance of a COC for the Property, whichever occurs later, unless extended by written agreement in the manner specified herein.

6. Upon the termination of the Agreement, RAMBOLL, or its officers, representatives, agents, employees, or contractors, shall restore any and all other areas of the Property disturbed by RAMBOLL or its officers, representatives, agents, employees, or contractors, to the extent practicable and consistent with the Plan and Approved Work.

7. RAMBOLL agrees, to the extent permitted by law, to defend, indemnify, and hold harmless the OWNER, its officers, members, managers, agents, and employees from and against any and all actions, claims, demands, damages, losses, expenses, and liability of any kind, including, but not limited to, reasonable attorneys' fees, for (a) any personal injury or property damage resulting from or relating to the performance or completion of the Approved Work by RAMBOLL, or its officers, representatives, agents, employees, or contractors, pursuant to this AGREEMENT, and (b) the negligence or willful misconduct of RAMBOLL, or its officers, representatives, agents, employees, or contractors during the term of this Agreement. This defense and indemnification provision shall not apply if, with respect to the subject claims, damages, losses, expenses, and liability, the OWNER or OWNER's officers, members, managers, agents and employees were negligent or engaged in willful misconduct.

8. OWNER shall indemnify, defend and hold harmless RAMBOLL, its officers, agents, and employees, from and against any and all actions, claims, demands, damages, losses, expenses, and liability of any kind, including but not limited to reasonable attorneys' fees, for (a) any personal injury or property damage resulting from or relating to the performance and completion of the Owner Work by OWNER, or its officers, representatives, agents, employees, or contractors, pursuant to this Agreement; and (b) the negligence or willful misconduct of OWNER, or its officers, representatives, agents, employees, or contractors during the term of this Agreement. This defense and indemnification provision shall not apply if, with respect to the subject

claims, damages, losses, expenses, and liability, RAMBOLL or RAMBOLL'S officers, agents and employees were negligent or engaged in willful misconduct.

9. Should RAMBOLL fail to complete the Plan and Approved Work and the NYSDEC seeks to transfer to OWNER any obligation to complete the Plan and Approved Work, then OWNER shall notify RAMBOLL in accordance with this Agreement's notice provisions. If RAMBOLL fails to reinitiate the Plan and Approved Work to the satisfaction of the NYSDEC within thirty (30) days from OWNER's notice and the NYSDEC requires OWNER to perform and complete the Plan and Approved Work, OWNER shall have the right, at its sole option and discretion, to pursue any and all remedies available to it at law, in equity, or under the terms of this Agreement, concurrently or sequentially, without the necessity of election of remedies. RAMBOLL shall be responsible and liable for OWNER's remediation costs, including reasonable attorneys' fees, incurred or suffered by OWNER arising out of, resulting from, or in connection with an administrative or judicial finding that RAMBOLL failed to perform and complete the Plan and Approved Work. In the event that OWNER retains legal counsel, initiates any legal action, suit, arbitration, or other administrative or judicial proceeding to enforce, interpret, or protect its rights under this Agreement, or to recover and collect damages resulting from an administrative or judicial finding that RAMBOLL failed to perform and complete the Plan and Approved Work, RAMBOLL shall promptly reimburse and pay to OWNER all reasonable attorney's fees, paralegal fees, expert witness fees, court costs, and all other litigation or dispute resolution expenses incurred by OWNER, whether incurred before or after the filing of a formal action, at trial, on appeal, or in any bankruptcy or enforcement proceedings.

10. Should OWNER fail to complete the Owner Work and the NYSDEC seeks to transfer to Ramboll any obligation to complete Owner Work, then RAMBOLL shall notify OWNER in accordance with this Agreement's notice provisions. If OWNER fails to reinitiate the Owner Work

to the satisfaction of the NYSDEC within thirty (30) days from RAMBOLL's notice, RAMBOLL shall have the right, at its sole option and discretion, to pursue any and all remedies available to it at law, in equity, or under the terms of this Agreement, concurrently or sequentially, without the necessity of election of remedies. OWNER shall be responsible and liable for RAMBOLL's costs of implementing the Owner Work, including reasonable attorneys' fees, incurred or suffered by RAMBOLL. In the event that RAMBOLL retains legal counsel, initiates any legal action, suit, arbitration, or other administrative or judicial proceeding to enforce, interpret, or protect its rights under this Agreement, OWNER shall promptly reimburse and pay to RAMBOLL all reasonable attorney's fees, paralegal fees, expert witness fees, court costs, and all other litigation or dispute resolution expenses incurred by RAMBOLL, whether incurred before or after the filing of a formal action, at trial, on appeal, or in any bankruptcy or enforcement proceedings.

11. Insurance Requirements.

(a) RAMBOLL's Insurance Obligations. At all times during the term of this Agreement, RAMBOLL shall, at its sole cost and expense, procure and maintain the following insurance coverages:

1. Commercial General Liability (CGL): Written on an occurrence basis (using ISO form CG 00 01 or its equivalent) with a minimum limit of $2,000,000 per occurrence and $4,000,000 in the aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, broad form property damage, and personal and advertising injury.

2. Automobile Liability: Covering all owned, non-owned, and hired vehicles used on or about the Easement Area, with a minimum combined single limit of $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Providing statutory coverage as required by the State of New York (Form C-105.2 or equivalent), and Employers' Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 disease each employee.
4. Umbrella/Excess Liability: With a limit of not less than $5,000,000 per occurrence and in the aggregate, which is follow form to the underlying CGL policy.

(b) Policy Requirements and Endorsements. All insurance policies required under this Section shall comply with the following conditions:

1. Additional Insured: OWNER (including its members, managers, officers, directors, employees, tenants, and lenders) shall be named as an Additional Insured on a primary and non-contributory basis for ongoing and completed operations. This must be evidenced by ISO endorsements CG 20 10 and CG 20 37, or their contractual equivalents.
2. Primary Coverage: RAMBOLL's CGL, Automobile and Umbrella policies shall be primary insurance. Any insurance or self-insurance maintained by OWNER shall be excess and non-contributing.

3. Waiver of Subrogation: RAMBOLL hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against OWNER for losses or claims arising out of this Agreement.
4. Insurer Rating: All policies shall be issued by insurance companies licensed and authorized to do business in the State of New York, possessing an A.M. Best rating of no less than "A- / VIII".

(c) Proof of Insurance. Prior to making use of the Easement Area, and thereafter at least fifteen (15) days prior to the expiration of any policy, RAMBOLL shall deliver to OWNER, ACORD 25 Certificates of Insurance demonstrating compliance. All certificates will have attached policy cancellation notification to others endorsements providing for 30 days' advanced written notice of policy cancellation (for reasons other than nonpayment of premium) as required by written contract; or, certificates will state that the certificate holder will received 30 days' prior notice of cancellation of the policies, in accordance with policy provisions.

(d) Contractor Insurance. RAMBOLL shall require any contractor, subcontractor, or agent performing maintenance, repair, or construction work within the Easement Area to maintain insurance coverages matching or exceeding the limits and terms set forth in subsections (a) and (b) herein, explicitly naming OWNER and its lenders and tenants as Additional Insured.

12. This Agreement shall be governed by and interpreted pursuant to the laws of the State of New York.

13. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, and permitted assigns in interest and their respective tenants, invitees and guests.

14. RAMBOLL, at its sole expense, shall perform the Plan and Approved Work in accordance with all applicable federal, state, and local laws, rules, and regulations.

15. RAMBOLL, at its sole expense, shall obtain, at its own expense, any necessary consents, permits and approvals required for the performance of the Plan and Approved Work.

16. OWNER and RAMBOLL agree that this Agreement represents the entire and integrated agreement between OWNER and RAMBOLL with respect to the Plan and Approved Work, Owner Work and RAMBOLL's right to access the Easement Area and supersedes all prior negotiations, representations, or agreements, either written or oral, on matters covered herein.

17. The Agreement may be amended or terminated only by written instrument signed by OWNER and RAMBOLL.

18. The terms and conditions of this Agreement shall take effect upon the execution of this Agreement by the duly authorized representatives of RAMBOLL and OWNER.

19. All notices, requests, demands and other communications hereunder shall be deemed duly given if personally delivered, delivered by a recognized overnight delivery service or mailed by certified or registered mail, postage prepaid, return receipt requested to the following:

If to RAMBOLL:

Chris Calkins
Ramboll Limited
333 W. Washington Street
Syracuse, New York 13202

With copies to:

Eric Gernant, Esq.
Ramboll Limited
333 W. Washington Street
Syracuse, New York 13202

and

Heather L. Sunser, Esq.
Yvonne E. Hennessey, Esq.
Barclay Damon LLP
Barclay Damon Tower
125 E. Jefferson Street
Syracuse, New York 13202

If to OWNER:

Genesee Fayetteville, LLC &
Open Space Fvlle, LLC
c/o Streamline Real Estate Acquisitions, LLC
396 E. Henrietta Road
Rochester, New York 14620
Attn: Anthony Gizzie

With copies to:

Patrick J. Quigley, Jr. Esq.
Harter Secrest & Emery LLP
1600 Bausch & Lomb Place
Rochester, New York 14604

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives:

RAMBOLL:
Ramboll Limited

BY: _____
Name: Eric Gernant
Title: VICE-PRESIDENT

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:.

On the 23d day of July in the year 2026 before me, the undersigned, a notary public in and for said state, personally appeared ERIC GERNANT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

MARY E VOLCKO
Notary Public, State of New York
Reg. No. 01V06382173
Qualified in Onondaga County
Commission Expires October 22, 2022 2026
MEV

16292414_7

OWNER:

Genesee Fayetteville, LLC
By: Streamline Real Estate Partners, LLC, its Manager

BY: _____
Name: Matthew J. Lester
Title: Manager

Open Space Fylle, LLC
By: Streamline Real Estate Partners, LLC, its Manager

BY: _____
Name: Matthew J. Lester
Title: Manager

STATE OF NEW YORK)
COUNTY OF MONROE) ss:.

On the 24th day of July in the year 2026 before me, the undersigned, a notary public in and for said state, personally appeared Matthew J. Lester, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

PATRICK J. JR. QUIGLEY
Notary Public, State of New York
Qualified in Ontario County
No. 02QU6022663
Commission Expires April 5, 2027

16292414_7

EXHIBIT "A"

Legal Description for Lot 1A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Fayetteville, County of Onondaga and State of New York; being part of Lot 65; said parcel being known as Lot 1A on the Final Plan for 547 East Genesee Street Subdivision prepared by C.T. Male Associates dated January 20, 2026, and filed June 5, 2026 in the Onondaga County Clerk's Office as Map File No. 14017 and more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of East Genesee Street (N.Y.S. Route 5) at its intersection with the division line between the lands now or formerly of FOUBU Environmental Service, LLC as described in Instrument No. 2017-00048786 on the east and the lands now or formerly of CST New York, LLC as described in Instrument No. 2019-00018606 on the west; thence northerly along said division line, along a curve right having a radius of 5697.00 feet, a length of 320.60 feet and chord of North 21 deg. 25 min. 23 sec. West, 320.56 feet to a point on the division line between the said lands of FOUBU Environmental Service, LLC on the east and the lands now or formerly of Baruchi, Hsiang & Batki as described in Book 5049 of Deeds at page 768 on the west; thence North 19 deg. 48 min. 40 sec. West along the division line between the said lands of FOUBU Environmental Service, LLC on the east and the lands now or formerly of Baruchi, Hsiang & Batki as described in Book 5049 of Deeds at page 768 & the said lands of CST New York, LLC, in part by each, on the west, a distance of 459.52 feet to a point on the said division line between the said lands of FOUBU Environmental Service, LLC on the east and the said lands of CST New York, LLC on the west; thence North 05 deg. 22 min. 30 sec. East along said division line, a distance of 100.02 feet to a point; thence through the said lands of FOUBU Environmental Service, LLC, the following five (5) courses and distances: 1.) North 86 deg. 54 min. 04 sec. East a distance of 763.10 feet to a point; thence 2.) South 03 deg. 05 min. 56 sec. East a distance of 41.17 feet to a point; thence 3.) North 86 deg. 54 min. 04 sec. East a distance of 60.00 feet to a point; thence 4.) North 03 deg. 05 min. 56 sec. West a distance of 41.17 feet to a point; and 5.) North 86 deg. 54 min. 04 sec. East a distance of 288.87 feet to a point on the division line between the said lands of FOUBU Environmental Service, LLC on the west and the lands now or formerly of Peter & Lisa Barkal as described in Book Instrument No. 2022-00049259 on the east; thence South 05 deg. 55 min. 50 sec. West along the division line between the said lands of FOUBU Environmental Service, LLC on the west and the said lands of Barkal, the lands now or formerly of Jeannette S. Emery as described in Book 5063 of Deeds at page 405, the lands now or formerly of Rich Family Trust as described in Book 5059 of Deeds at Page 241, the lands now or formerly of David H. & Kelly L. Price as described in Inst. No. 2021-00039631, the lands now or formerly of William J. Blume, et.al. as described in Book 5318 of Deeds at page 176, & the lands now or formerly of United Methodist Church as described in Book 1820 of Deeds at page 640 in part by each, on the east, a distance of

471.05 feet to a point on the division line between the said lands of FOUBU Environmental Service, LLC on the north and the lands now or formerly of United States Postal Services as described in Book 4491 of Deeds at Page 106; thence along said division line, the following two (2) courses and distances: 1.) South 87 deg. 45 min. 00 sec. West a distance of 225.77 feet to a point; and 2.) South 05 deg. 55 min. 50 sec. West a distance of 394.24 feet to a point on the said northerly line of East Genesee Street; thence South 87 deg. 45 min. 00 sec. West along said northerly line of East Genesee Street, a distance of 111.60 feet to a point on the division line between the said lands of FOUBU Environmental Service, LLC on the east and the lands now or formerly of Robert D. Hall as described in Book 3321 of Deeds at Page 203; thence along said division line, the following three (3) courses and distances: 1.) North 02 deg. 15 min. 00 sec. West a distance of 160.00 feet to a point; thence 2.) South 87 deg. 45 min. 00 sec. West a distance of 150.00 feet to a point; and 3.) South 02 deg. 15 min. 00 sec. East a distance of 160.00 feet to a point on the said northerly line of East Genesee Street; thence South 87 deg. 45 min. 00 sec. West along said northerly line of East Genesee Street, a distance of 270.70 feet to the Point of Beginning. Containing 16.025 acres of land, more or less

EXHIBIT "B"

Legal Description for Lot 1B

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Fayetteville, County of Onondaga and State of New York; being part of Lot 65; said parcel being known as Lot 1B on the Final Plan for 547 East Genesee Street Subdivision prepared by C.T. Male Associates dated January 20, 2026, and filed June 5, 2026 in the Onondaga County Clerk's Office as Map File No. 14017 and more particularly bounded and described as follows:

COMMENCING at a point on the northerly line of East Genesee Street (N.Y.S. Route 5) at its intersection with the division line between the lands now or formerly of FOUBU Environmental Service, LLC as described in Instrument No. 2017-00048786 on the east and the lands now or formerly of CST New York, LLC as described in Instrument No. 2019-00018606 on the west; thence northerly along said division line, along a curve right having a radius of 5697.00 feet, a length of 320.60 feet and chord of North 21 deg. 25 min. 23 sec. West, 320.56 feet to a point on the division line between the said lands of FOUBU Environmental Service, LLC on the east and the lands now or formerly of Baruchi, Hsiang & Batki as described in Book 5049 of Deeds at page 768 on the west; thence North 19 deg. 48 min. 40 sec. West along the division line between the said lands of FOUBU Environmental Service, LLC on the east and the lands now or formerly of Baruchi, Hsiang & Batki as described in Book 5049 of Deeds at page 768 & the said lands of CST New York, LLC, in part by each, on the west, a distance of 459.52 feet to a point on the said division line between the said lands of FOUBU Environmental Service, LLC on the east and the said lands of CST New York, LLC on the west; thence North 05 deg. 22 min. 30 sec. East along said division line, a distance of 100.02 feet to the POINT OF BEGINNING; thence North 19 deg. 48 min. 40 sec. West along said division line between the said lands of FOUBU Environmental Service, LLC on the east and the said lands of CST New York, LLC on the west, a distance of 697.82 feet to a point on the division line between the said lands of FOUBU Environmental Service, LLC on the south and the lands now or formerly of Andrew M. Sopchak as described in Book 4783 of Deeds at Page 858 on the north; thence South 83 deg. 42 min. 40 sec. East along the division line between the said lands of FOUBU Environmental Service, LLC on the west and the said lands of Sopchak, the lands now or formerly of William A. & Margaret G. Harfosh as described in Instrument No. 2024-00032248, the lands now or formerly of William G. Patrick as described in Book 4976 of Deeds at Page 845 & the lands now or formerly of Thomas P. Kinsella, Jr. as described in Book 4450 of Deeds at page 215 in part by each, on the north, a distance of 1401.29 feet to a point on the division line between the said lands of FOUBU Environmental Service, LLC on the west and the lands now or formerly of the Village of Fayetteville as described in Book 2473 of Deeds at Page 645; thence South 05 deg. 55 min. 50 sec. East along the division line between the said lands of FOUBU Environmental Service, LLC on the west and the said lands of the Village of Fayetteville, the lands now or formerly of

Matthew D. & Karen R. Fitzgibbons as described in Book 4245 of Deeds at Page 95 & the lands now or formerly of Cody J. Fedele & Melissa A. Thomas as described in Instrument No. 2022-00036408 in part by each, on the east, a distance of 445.29 feet to a point; thence through the said lands of FOUBU Environmental Service, LLC, the following five (5) courses and distances: 1.) South 86 deg. 54 min. 04 sec. West a distance of 288.87 feet to a point; thence 2.) South 03 deg. 05 min. 56 sec. East a distance of 41.17 feet to a point; thence 3.) South 86 deg. 54 min. 04 sec. West a distance of 60.00 feet to a point; thence 4.) North 03 deg. 05 min. 56 sec. East a distance of 41.17 feet to a point; and 5.) South 86 deg. 54 min. 04 sec. West a distance of 763.10 feet to the Point of Beginning. Containing 15.749 acres of land, more or less

EXHIBIT "C"

Subdivision Map

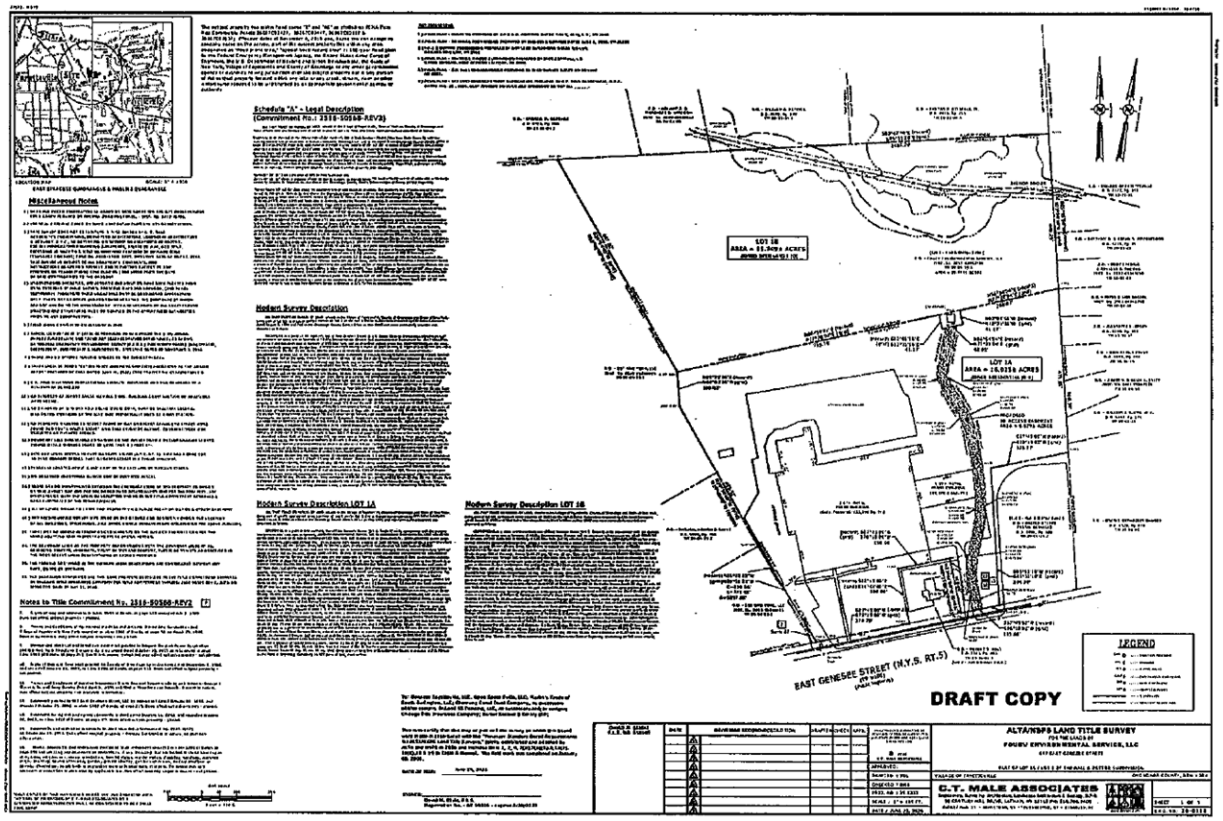


Exhibit "D"

Legal Description for 30' Access Easement Area

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Fayetteville, County of Onondaga and State of New York; being part of Lot 65; said parcel being a 30 foot strip of land to be used for an ingress and egress easement; being a portion of Lot 1 on the Final Plan for 547 East Genesee Street Subdivision prepared by C.T. Male Associates dated January 20, 2026, and filed June 5, 2026 in the Onondaga County Clerk's Office as Map File No. 14017 and more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of East Genesee Street (N.Y.S. Route 5), said point being South 87 deg. 45 min. 00 sec. West along said northerly line of East Genesee Street, a distance of 49.35 feet from its intersection with the division line between the lands now or formerly of FOUBU Environmental Service, LLC as described in Instrument No. 2017-00048786 on the west and the lands now or formerly of United States Postal Services as described in Book 4491 of Deeds at Page 106 on the east; thence South 87 deg. 45 min. 00 sec. West along said northerly line of East Genesee Street, a distance of 30.00 feet to a point; thence through the said lands of FOUBU Environmental Service, LLC, the following seventeen (17) courses and distances: 1.) North 02 deg. 15 min. 00 sec. West a distance of 51.72 feet to a point; thence 2.) northerly along a curve to the right having a radius of 304.00 feet, length of 154.44 and chord of North 12 deg. 18 min. 15 sec. East, 152.79 feet to a point; thence 3.) northerly along a curve to the left having a radius of 445.79 feet, length of 166.82 and chord of North 12 deg. 08 min. 29 sec. East, 165.85 feet to a point; thence 4.) North 02 deg. 15 min. 00 sec. West a distance of 61.26 feet to a point; thence 5.) northerly along a curve to the left having a radius of 222.00 feet, length of 75.50 and chord of North 11 deg. 59 min. 32 sec. West, 75.13 feet to a point; thence 6.) North 21 deg. 44 min. 05 sec. West a distance of 91.53 feet to a point; thence 7.) northerly along a curve to the right having a radius of 65.00 feet, length of 47.94 and chord of North 00 deg. 36 min. 16 sec. West, 46.86 feet to a point; thence 8.) North 20 deg. 31 min. 33 sec. East a distance of 120.10 feet to a point; thence 9.) North 86 deg. 54 min. 04 sec. East a distance of 32.74 feet to a point; thence 10.) South 20 deg. 31 min. 33 sec. West a distance of 133.22 feet to a point; thence 11.) southerly along a curve to the left having a radius of 35.00 feet, length of 25.82 and chord of South 00 deg. 36 min. 16 sec. East, 25.23 feet to a point; thence 12.) South 21 deg. 44 min. 05 sec. East a distance of 91.53 feet to a point; thence 13.) southerly along a curve to the right having a radius of 252.00 feet, length of 85.70 and chord of South 11 deg. 59 min. 32 sec. East, 85.29 feet to a point; thence 14.) South 02 deg. 15 min. 00 sec. East a distance of 61.26 feet to a point; thence 15.) southerly along a curve to the right having a radius of 475.79 feet, length of 177.96 and chord of South 12 deg. 16 min. 42 sec. West, 176.92 feet to a point; thence 16.) southerly along a curve to the left having a radius of 274.00 feet, length of 140.20 and chord of South 12 deg. 24 min. 32 sec. West, 138.68 feet to a point; and 17.) South 02 deg. 15 min. 00 sec. East a distance of 51.72 feet to the Point of Beginning. Containing 0.579 acres of land, more or less

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 10A

NYSDOS ENTITY INFORMATION FOR GENESEE FAYETTEVILLE, LLC

Department of State

Division of Corporations

Entity Information

Entity Details

ENTITY NAME: GENESEE FAYETTEVILLE, LLC
DOS ID: 7894047
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW – 203 LIMITED LIABILITY COMPANY LAW – LIMITED LIABILITY COMPANY LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 04/22/2026
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 04/22/2026
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: CURRENT
COUNTY: SARATOGA
NEXT STATEMENT DUE DATE: 04/30/2028
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:
Name: THE LLC
Address: 125 HIGH ROCK AVE., SARATOGA SPRINGS, NY, UNITED STATES, 12866

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:
Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:
Address:

Entity Primary Location Name and Address

Name:
Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 10B

NYSDOS ENTITY INFORMATION FOR OPEN SPACE FVLLE, LLC

Department of State

Division of Corporations

Entity Information

Entity Details

ENTITY NAME: OPEN SPACE FVLLE, LLC
DOS ID: 7908060
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW – 203 LIMITED LIABILITY COMPANY LAW – LIMITED LIABILITY COMPANY LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 05/06/2026
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 05/06/2026
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: CURRENT
COUNTY: SARATOGA
NEXT STATEMENT DUE DATE: 05/31/2028
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:
Name: THE LLC
Address: 125 HIGH ROCK AVE, SARATOGA SPRINGS, NY, UNITED STATES, 12866

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:
Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:
Address:

Entity Primary Location Name and Address

Name:
Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 11A

PROOF OF THE AUTHORITY OF MATTHEW J. LESTER TO BIND STREAMLINE
Select pages of the Operating Agreement of Streamline Real Estate Acquisitions, LLC,
made effective January 15, 2020,
including Definitions

This Agreement is made effective as of January 15, 2020, by and among the Persons whose signatures appear at the end of this Agreement.

PRELIMINARY STATEMENT

In consideration of the promises and mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. In this Agreement, the following terms shall have the meanings set forth below (all terms used in this Agreement that are not defined in this Article 1 shall have the meanings given such terms elsewhere in this Agreement):

(a) "*Adjusted Capital Account Deficit*" shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Tax Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and

(ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

(b) "*Agreement*" shall mean this Operating Agreement.

(c) "*Articles of Organization*" shall mean the Articles of Organization of the Company filed with the New York Department of State on January 15, 2020, as they may from time to time be amended.

(d) "*Bona Fide Offer*" shall mean a written, signed and binding offer to purchase a Member's Membership Interest from a third party offeror, who is capable of carrying out the terms and conditions of the offer in a form that is legally enforceable against such offeror.

(e) "*Capital Account*" as of any date, shall mean the Capital Contribution to the Company by a Member, adjusted as of such date pursuant to this Agreement.

(f) "*Capital Contribution*" shall mean any contribution by a Member to the capital of the Company in cash, property or services rendered or a promissory note or other obligation to contribute cash, property or to render services.

(g) "*Code*" shall mean the Internal Revenue Code of 1986, as amended.

(h) "*Company*" shall refer to Streamline Real Estate Partners, LLC, a New York limited liability company.

(i) "*Company Minimum Gain*" shall have the meaning of "partnership minimum gain" set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

(j) "*Distribution*" shall mean any cash or other property distributed to a Member by the Company.

(k) "*LLC Law*" shall mean the New York Limited Liability Company Law.

(l) "*Manager*" shall mean the Person, if any, appointed as the Manager of the Company pursuant to Section 5.1 hereof.

(m) "*Member*" shall mean each Person who executes a counterpart of this Agreement as a Member and each Person who hereafter becomes a Member pursuant to this Agreement.

(n) "*Member Nonrecourse Debt*" shall have the meaning of "partner nonrecourse debt" set forth in Section 1.704-2(b)(4) of the Regulations.

(o) "*Member Nonrecourse Debt Minimum Gain*" shall mean an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(p) "*Membership Interest*" shall mean the ownership interest of a Member in the Company.

(q) "*Net Losses*" shall mean the losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

(r) "*Net Profits*" shall mean the income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

(b) From time to time, the Company shall distribute to the Members, in accordance with their respective Membership Interests, any cash or property which is deemed available for distribution, whether that cash or property results from operations, sale of assets, borrowings or otherwise. The amount which shall be deemed to be "available for distribution" shall be determined and approved by the Manager, in the Manager's sole discretion.

(c) Upon the liquidation of the Company, the assets of the Company shall be distributed in accordance with Section 9.3 hereof.

ARTICLE 5
MANAGEMENT

Section 5.1 Manager-Managed. Except as otherwise provided in this Agreement, the overall control of the business and affairs of the Company shall be vested in a Manager, who shall manage the day-to-day operations of the Company. The Manager shall have the authority to bind the Company in all matters except "Major Decisions" reserved to the Members under Section 6.3 of this Agreement. The Manager shall hold the titles of President, Treasurer and Secretary of the Company and may sign documents on behalf of the Company in one or more of such capacities. The initial Manager shall be Matthew J. Lester.

Section 5.2 Resignation of the Manager. The Manager may resign at any time by giving written notice to the Members. Such resignation shall take effect at the time specified therein or, if no time is specified, then on delivery and, unless otherwise specified therein, the acceptance of such resignation by the Members shall not be needed to make it effective. Any vacancy created by the resignation of the Manager shall be filled by the Members.

Section 5.3 Removal of the Manager. The Manager may be removed, at any time, with or without cause, by the Members. Any vacancy created by the removal of the Manager shall be filled by the Members.

Section 5.4 Compensation of the Manager. Unless otherwise agreed to by the Members in writing, the Manager shall not receive any fee or salary for serving as the Manager of the Company. The Manager shall, however, be entitled to be reimbursed for the reasonable expenses incurred by him in performing his duties as the Manager of the Company.

Section 5.5 Powers of the Manager. The Manager shall be responsible for managing the affairs and day-to-day operations of the Company. The Manager shall have the authority to bind the Company with respect to matters decided by the Members and in accordance with such decisions.

Section 5.6 No Obligation of Third Parties to Verify Authority.

(a) No Person dealing with the Company shall be required to inquire into the authority of the Manager to take any action or make any decision. Any Person dealing with the Company may rely without further inquiry upon a certificate signed by the Manager as to:

(i) the identity of any Member or the Manager;

(ii) the existence or non-existence of any facts which constitute a condition precedent to the acts by the Members or the Manager that is in any manner germane to the affairs of the Company;

(iii) the Persons who are authorized to execute and deliver any instrument or document on behalf of the Company;

(iv) any act or failure to act by the Company; or

(v) any other matter involving the Company or any Member.

(b) The signature of the Manager shall be sufficient to convey title to any Company property or to execute any assignments, deeds, bills of sale or other instruments of transfer, promissory notes, mortgages, security agreement, guaranty agreement and any other document relating to any transfer of title to Company property or any financing on behalf of the Company. The Members agree that a copy of this Section 5.6, certified as a true and correct copy by the attorney for the Company, may be shown to the appropriate parties in order to confirm the same, and further agree that the signature of the Manager shall be sufficient on any documents necessary to effectuate this provision.

Section 5.7 Fiduciary Duties of the Manager. The Manager shall perform his duties in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, the Manager shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by (i) one or more agents or employees of the Company, or (ii) counsel, public accountants or other persons as to matters that the Manager believes to be within such Person's professional or expert competence. A Manager who so performs the duties of a manager in accordance with this Section 5.7 shall have no liability by reason of being or having been a Manager of the Company.

Section 5.8 Liability of the Manager. The Manager of the Company shall not be liable for any debts, obligations or liabilities of the Company, whether arising in tort, contract or otherwise, solely by reason of being the Manager or acting (or omitting to act) in such capacity or participating in the conduct of the business of the Company.

Section 5.9 Indemnification of the Manager. The Company shall indemnify, defend and hold harmless the Manager from and against any and all actual or alleged losses, claims, damages, liabilities, costs and/or expenses of any nature whatsoever, including without limitation attorneys' fees, arising out of or in connection with any action taken or omitted by the Manager pursuant to authority granted by or otherwise in connection with this Agreement; provided, however, that no indemnification may be made to or on behalf of any Manager if a judgment or other final adjudication adverse to the Manager establishes (i) that the Manager's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or (ii) that the Manager personally gained in fact a financial profit or other advantage to which the Manager was not legally entitled. Any indemnity under this Section 5.9 shall be paid out of, and to the extent of, Company assets only, including insurance proceeds if available.

Section 11.11 Gender. The masculine, feminine or neuter pronouns used in this Agreement shall be deemed to include the masculine, feminine or neuter genders, as appropriate.

Section 11.12 Binding Agreement. Subject to the restrictions on transfers and encumbrances set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Members and their respective heirs, executors, legal representatives, successors and assigns. Whenever, in this instrument, a reference to any party or Member is made, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such Member.

Section 11.13 No Rights Created in Third Persons. This Agreement is intended solely for the benefit of the parties hereto and does not create any rights in persons not parties to this Agreement.

Section 11.14 Counterparts Execution. This Agreement may be executed in one or more counterparts each of which, when executed and delivered, shall be an original but all of which together shall constitute one and the same agreement.

[*Signatures on next page.*]

IN WITNESS WHEREOF, the Members have signed this Agreement as of the date first written above.

MANAGER:

Matthew J. Lester

MEMBERS:

MJL Property Holdings II, LLC

By: _____
Name: Matthew J. Lester
Title: Member

Anthony Gizzie

Timothy Meleca

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 11B

PROOF OF THE AUTHORITY OF STREAMLINE TO BIND GENESEE FAYETTEVILLE, LLC

Select pages of the Operating Agreement of Genesee Fayetteville, LLC,
made as of July 2026,
including the applicable Definitions

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OPERATING AGREEMENT

OF

GENESEE FAYETTEVILLE, LLC

THESE SECURITIES HAVE NOT BEEN REGISTERED OR QUALIFIED WITH OR APPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION ("SEC") OR ANY STATE SECURITIES COMMISSION. NOR HAS THE SEC OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE REGISTRATION OR QUALIFICATION REQUIREMENTS OF ALL APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR BASED ON AN OPINION OF COUNSEL IN SUBSTANCE, FORM AND SCOPE SATISFACTORY TO THE COMPANY TO THE EFFECT THAT AN EXEMPTION FROM SUCH REQUIREMENTS IS AVAILABLE. ACCORDINGLY, MEMBERS MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THESE SECURITIES FOR AN INDEFINITE PERIOD OF TIME.

THIS OPERATING AGREEMENT OF THE COMPANY PROVIDES FOR ADDITIONAL RESTRICTIONS ON THE TRANSFERABILITY OF INTERESTS.

BY ENTERING INTO THIS OPERATING AGREEMENT, EACH MEMBER ACKNOWLEDGES THAT AN INVESTMENT IN A LIMITED LIABILITY COMPANY INVOLVES A HIGH DEGREE OF RISK AND EACH MEMBER UNDERSTANDS THAT THE MEMBER MAY LOSE ITS, HIS, HER OR ITS ENTIRE INVESTMENT AND THAT THERE CAN BE NO ASSURANCE THAT THE COMPANY WILL BE SUCCESSFUL IN ITS BUSINESS, THAT THE COMPANY WILL BE PROFITABLE OR THAT IT WILL BE ABLE TO REMAIN IN BUSINESS AS A GOING CONCERN.

PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR OWN LEGAL AND TAX ADVISORS WITH SPECIFIC REFERENCE TO THEIR OWN SITUATIONS CONCERNING AN INVESTMENT IN THE COMPANY.

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OPERATING AGREEMENT OF GENESEE FAYETTEVILLE, LLC

THIS OPERATING AGREEMENT ("**Agreement**") is made as of July 1, 2026, by and among Streamline Real Estate Partners, LLC, a New York limited liability company (sometimes referred as either "**Streamline**" or the "**Manager**"), ABR Ventures, LLC, a New York limited liability company ("**ABR**"), and PriLend RE Funding LLC, a New York limited liability company ("**PriLend**"). Streamline, ABR and PriLend are sometimes individually referred to as a "**Member**" and collectively as the "**Members**".

BACKGROUND:

A. Streamline, ABR and PriLend intend to develop a commercial retail project in Fayetteville, New York and the Members have agreed to form Genesee Fayetteville, LLC, a New York limited liability company (the "**Company**"), for the purpose of acquiring and developing the Project as hereinafter defined in this Agreement.

B. This Agreement provides for, among other things: (i) the formation of the Company; (ii) the payment of capital contributions by the Members; (iii) the allocation of profits, losses and distributions of cash flow and other proceeds of the Company among the Members; (iv) the respective rights, obligations and interests of the parties hereto to each other and to the Company; and (v) certain other matters, including, but, not limited to the action items set forth in the background above in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the original Operating Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE I
FORMATION OF COMPANY

1.01 Formation. The undersigned hereby form the Company as a limited liability company under the New York Limited Liability Company Law, as same may be amended from time to time during the term of the Company by entering into this Agreement and by the filing of the Articles of Organization of the Company with the Secretary of State of the State of New York.

1.02 Name. The name of the Company is Genesee Fayetteville, LLC.

1.03 Principal Office of the Company. The principal office of the Company shall be, and the books and records of the Company shall be kept at the offices of Streamline Real Estate Partners, LLC, 396 E. Henrietta Road, Rochester, New York 14620. The Company may change the location of its principal office to such other place or places as may hereafter be determined by Manager. Manager shall promptly notify the Members of any change in the location of the principal office. The Company may maintain such other offices at such other place or places as Manager may from time to time deem advisable.

1.04 Term. The Company shall continue in perpetuity, unless the Company is terminated in accordance with the provisions of this Agreement.

1.05 Recording of Certificate. Manager shall take all necessary action required by law to continue to qualify and maintain the Company as a limited liability company under the laws of the State (as hereinafter defined), and shall register the Company under any assumed or fictitious name statute or similar law in force and effect in the State.

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ARTICLE II
DEFINED TERMS

In addition to the definitions set forth herein above and hereinafter, the following defined terms used in this Agreement shall have the meanings specified below:

"**Accountants**" – Doeren Mayhew Advisors, LLC of Rochester, New York or such independent certified public accountant as may be engaged by Manager to prepare the Company's financial statements and/or income tax returns.

"**Act**" – New York Limited Liability Company Law, as amended.

"**Adjusted Book Value**" shall mean with respect to any Company property the adjusted basis of such property for federal income tax purposes unless such property has been contributed to the Company or revalued as referenced in Section 10.01(d)(i), in which event it shall mean the fair market value of such property at the date of such contribution or revaluation minus all Depreciation taken with respect to such property.

"**Adjusted Capital Account Deficit**" – the deficit balance, if any, in a Member's Capital Account as of the end of the relevant fiscal year after giving effect to the following adjustments: (i) a credit to such Capital Account for any amounts which such Member is obligated to restore thereto pursuant to any provision of this Agreement or is deemed to be obligated to restore thereto pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and (ii) a debit to such capital account for the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"**Affiliate**" – any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with a Member, or with another designated Person, as the context may require.

"**Bankruptcy**" – the filing of a petition for relief as to a Person as debtor or bankrupt (the "**Bankrupt**") under the Bankruptcy Code of 1978 or like provision of law (except if such petition is contested by such Person and has been or is dismissed within 90 days after the filing of the Petition); insolvency of such Person as finally determined by a court proceeding; filing by such Person of a petition or application to accomplish the same or for the appointment of a receiver or a trustee for such Person or a substantial part of such Person's assets; commencement of any proceeding relating to such Person under any other reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction, whether now in existence or hereinafter in effect, either by such Person or by another, and such Person indicates his, her or its approval of such proceeding, consents thereto or acquiesces therein, or such proceeding is contested by such Person and has not been finally dismissed within 90 days after commencement of such proceeding.

"**Capital Account**" shall mean the account to be maintained by the Company for each Member in accordance with the following provisions:

(a) a Member's Capital Account shall be increased by the Member's Capital Contributions, the amount of any Company liabilities assumed by the Member (or which are secured by Company property distributed to the Member), the Member's share of Profit and any item in the nature of income or gain specially allocated to the Member pursuant to the provisions of Article X; and

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comply with all of the terms and provisions of this Agreement and of the Act. The Percentage Interests of the Members are set forth on Schedule A attached hereto.

"**Involuntary Withdrawal**" means, with respect to any Member, the occurrence of any of the following events:

(a) the Member makes an assignment for the benefit of creditors;

(b) the Member files a voluntary petition of bankruptcy;

(c) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;

(d) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation;

(e) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member's properties;

(f) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in (a) through (e) above; or

(g) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation continues for 120 days after its commencement, or the appointment of a trustee, receiver, or liquidator for the Member of all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for 120 days or, if the appointment is stayed, for 120 days after the expiration of the stay during which period the appointment is not vacated.

"**Lender**" – any lender which makes a loan to the Company.

"**Loan**" – any loan made to the Company.

"**Manager**" – Streamline.

"**Member**" – Streamline, ABR or PriLend, together, the "**Members**".

"**Modified Capital Account Balance**" shall mean a Member's Capital Account balance increased by an amount equal to an amount the Member is deemed obligated to restore pursuant to the Regulations promulgated pursuant to Code Section 704(b) and decreased by the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

"**Net Cash Flow**" – the gross cash receipts from operation of the Project (as defined below) (excluding Capital Proceeds) and other funds of the Company which are not required to offset development costs of the Project, less the portion thereof used to pay, or establish reserves for, all operating expenses, including but not limited to a management fee to the Manager, an amount sufficient to fund the tax distributions provided for in Section 10.02(a), mandatory debt payments, debt owed to Members, capital improvements, replacements, and contingencies and escrows (all as determined by the Manager in its

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"**Regulations**" shall mean all proposed, temporary and final regulations promulgated under the Code as from time to time in effect.

"**State**" means the State of New York.

"**Streamline**" – Streamline Real Estate Partners, LLC.

"**Substitute Member**" – any Person admitted to the Company as a Member pursuant to Section 8.02 hereof.

"**Unreturned Capital**" – with respect to a Member, an amount equal to its aggregate Capital Contributions made to the Company, reduced only by the sum of all distributions made by the Company to such Member pursuant to Sections 10.02(b)(ii) and 10.02(b)(iii), as applicable, of this Agreement. A Member's Unreturned Capital shall not be adjusted by allocations of Profits, gains, Losses or other items of income and expense.

ARTICLE III
PURPOSE AND BUSINESS OF THE COMPANY

3.01 Purpose. The purpose of the Company is to acquire, develop, finance, construct and operate the Project and to engage in all activities in connection therewith.

3.02 Authority of the Company. In order to carry out its purpose, the Company is empowered and authorized to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of its purpose, and for the protection and benefit of the Company, subject to other limitations expressly set forth elsewhere in this Agreement and the Act, including, but not limited to, the following:

(a) Enter into any kind of activity, and perform and carry out contracts of any kind necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the Company;

(b) Borrow money and issue evidences of indebtedness in furtherance of the Company Business and secure any such indebtedness by pledge or other lien, provided, however, that any evidences of indebtedness and any documents amending, modifying or replacing it shall have the legal effect that the Members and their Affiliates shall have no direct personal liability for the repayment of the principal of or payment of interest on such indebtedness, and that the sole recourse of any lender with respect to the principal thereof and interest thereon shall be to the assets of the Company, including the property securing the indebtedness;

(c) Negotiate for and conclude agreements for the sale, exchange, lease or other disposition of all or substantially all of the property of the Company; and

(d) Do any and all other acts and things necessary or proper in furtherance of the Company business.

ARTICLE IV
GENERAL DUTIES AND OBLIGATIONS OF MANAGER

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4.01 Duties and Obligations. Manager shall use its best efforts in connection with the performance of the following duties and obligations with respect to the Company:

(a) taking all action that may be necessary or appropriate to carry out the purposes of the Company as described in this Agreement; and

(b) doing all other things (subject to the restrictions contained herein) that may be necessary or desirable in order to properly and efficiently administer and carry on the affairs, assets and business of the Company.

ARTICLE V
CAPITAL CONTRIBUTIONS

5.01 Agreement to Contribute. Each Member shall contribute to the capital of the Company at the time and in the manner herein provided and shall undertake on behalf of the Company the covenants set forth in this Article 5.

5.02 Initial Capital Contributions.

(a) In accordance with Article 13 of the Operating Agreement, the Company maintains books and records, which include, but not limited to, a record of each of the Member's Capital Contributions to the Company.

(b) In accordance with Article 13 of the Operating Agreement, the Company maintains books and records.

(c) Except as expressly provided herein, no Member shall be required to make any additional Capital Contributions to the Company.

5.03 PriLend Loan/Additional Capital Contributions.

(a) Except as expressly provided herein, no Member shall be required to make any additional Capital Contributions to the Company.

(b) To the extent additional funds for the Company are requested by the Manager the Members may make a Loan to the Company in accordance with their Percentage Interests.

(c) If a Member does not elect to make a Loan pursuant to Section 5.03 (b) of this Agreement the other Member may elect in its sole discretion, to advance the additional funds as a Loan.

(d) A Loan shall bear interest at seven percent (12%) per annum from the date of Loan until repaid (which shall be no longer than five (5) years from the date the loan is made), shall be repaid from Net Cash Flow before any distributions are made to any Member pursuant to Section 10.02 hereof, except for the tax distributions pursuant to Section 10.02(a) and the PriLend Loan (as hereinafter defined) pursuant to Section 10.02(b)(i), and from Capital Proceeds, before any other distributions are made to the Members pursuant to Section 10.02 of this Agreement, except for the tax distributions pursuant to Section 10.02(a) and the Preferred Return pursuant to Section 10.02(b)(i). The PriLend Loan takes absolute priority over the repayment of all other Member loans, obligations, distributions or management fees of any kind.

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(e) The Members hereby agree and acknowledge that Prielend instead of making any capital contribution to the Company has made a certain Loan to the Company (the "**PriLend Loan**") as evidenced by a certain Promissory Note by and between the Company and PriLend. The Company and Prielend hereby agree and acknowledge that the Prielend Loan shall be subordinate to the acquisition and construction financing provided by Chemung Canal Trust Company to the Company.

5.04 Return of Capital Contributions. Notwithstanding any provisions of the Act and except as otherwise provided in this Agreement, no Member shall be entitled to demand or receive the return of such Member's Capital Contributions or any portion thereof; no Member shall have priority over any other Member as to return of such Member's Capital Contributions; no Member shall be personally liable for the return of the Capital Contributions to any other Member, or any portion thereof, it being expressly understood that any such return shall be made solely from assets of the Company; and no Member shall have the right to demand return of such Member's Capital Contributions unless the Manager determines to make distributions in accordance with this Agreement; provided, however that in no event shall a Member have the right to demand or receive property other than cash in return for such Member's Capital Contributions in the event that the Manager determines to make a cash distribution on account thereof. No interest shall be paid on the return of any Capital Contributions.

5.05 Negative Capital Accounts. A Member with a negative balance in its Capital Account at no time during the term of the Company or upon dissolution and liquidation of it, has any obligation to the Company or the other Members to restore that negative balance, except (i) as may be required by law, or (ii) in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

ARTICLE VI
MANAGEMENT

6.01 Rights and Duties of Members. The Company is a "manager-managed" limited liability company under the Law which shall be managed by one or more managers selected by Streamline ("**Manager** or collectively, "**Managers**"). The initial Manager shall be Streamline. Except as may hereafter be required or permitted by the Law or as specifically provided herein, the Members shall in such capacity take no part whatever in the control, management, direction or operation of the affairs of the Company and shall have no power to act for or bind the Company.

6.02 Management. The powers of the Company will be exercised by or under the authority of, and the business and affairs of the Company will be managed under the direction of the Managers. A Manager may be removed from the position, with or without cause, by action of the Members holding a majority of all Interests. The removal of a Manager does not constitute a waiver by the Company or any Member of any liability that such Manager may have to the Company or any Member in respect of the cause for such Manager's removal, and such Manager, even though removed, will remain entitled to indemnification from the Company pursuant to Section 9.10 with respect to any matter arising prior to the Manager's removal. Any Manager vacancy occurring for any reason may be filled by the vote or written consent of Members holding a majority of all Interests.

6.03 Restrictions. No Manager may without the written approval of all the Members, which approval shall not be unreasonably withheld, take any of the following actions:

(i) Perform any act that would make it impossible to carry on the 10 business of the Company or that is in contravention of this Agreement.

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(ii) Permit conversion of the assets of the Company to use by any Member or Manager.

(iii) Dissolve the Company or Amend the Certificate of Formation for the Company or this Agreement.

(iv) (A) Consolidate or merge the Company with or into any Person; (B) institute proceedings to have the Company be adjudicated bankrupt or insolvent; (C) consent to the institution of Bankruptcy proceedings against the Company; (D) file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to Bankruptcy; (E) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property; (F) participate in any involuntary Bankruptcy proceeding against the Company, (G) make any assignment for the benefit of creditors of the Company; (H) admit in writing the Company's inability to pay its debts generally as they become due, or take action in furtherance of any such action; (I) to the fullest extent permitted by law, dissolve or liquidate the Company; (J) confess a judgment against the Company; or (L) change the legal form of the Company.

(v) Possess Company property or assign rights in Company property, in either case, other than for the Company's purpose.

(vi) Act in any manner which Manager knew or should have known will cause the termination of the Company for federal income tax purposes (other than the transactions relating to the admission of Member into the Company as contemplated by this Agreement), or cause the Company to be treated for federal income tax purposes as an association taxable as a corporation.

(vii) Make a loan of Company funds to any Person including Streamline or any Affiliate.

(viii) Cause the Company to be classified other than as a partnership for federal income tax purposes.

(ix) Collect a management fee, salary or other compensation.

(x) Sell, transfer, assign, exchange, mortgage, encumber, or otherwise convey all or substantially all of the Company's assets.

(xi) Obtain a loan other than from a Member pursuant to this Agreement.

(xii) Abandon or substantially modify the Project, except as set forth otherwise above.

6.04 Officers. The Managers may designate one or more individuals as officers of the Company, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Managers. Officers need not be Members or residents of the State of New York. Each officer may be removed by the Managers at any time, with or without cause, and shall hold office until such officer's successor shall be duly designated or until the earlier of such officer's death, resignation or removal. Any number of offices may be held by the same Person. The delegation of duties and powers to an officer shall not alter or limit the power and authority of the Managers to manage the Company, unless specifically set forth by the Managers

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15.12 Waiver. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, that would have originally constituted a violation, from having the effect of an original violation

15.13 Further Action. Each Member agrees to execute, acknowledge and deliver such additional documents, and to take such further actions, as may reasonably be required from time to time to carry out each of the provisions and the intent of this Agreement, and every agreement or document relating hereto or entered into in connection herewith.

15.14 Enforcement Expenses. In the event any party to this Agreement incurs legal expenses to enforce, defend or interpret any provision of this Agreement, the prevailing party upon final adjudication by a court of competent jurisdiction will be entitled to recover from the other party such legal expenses, including reasonable attorneys' fees, costs of investigation, expert fees, costs and necessary disbursements, in addition to any other relief to which such party may be entitled.

[SIGNATURE PAGES TO FOLLOW]

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MEMBERS:

STREAMLINE REAL ESTATE PARTNERS, LLC

By: _____
Name: Matthew Lester
Title: Manager

PRILEND RE FUNDING LLC
By: PRILEND RE MANAGEMENT LLC, its Manager

Signed by:
By: _____
D82F6E67431D496...
Name: John A. Rizzo
Title: Manager

ABR VENTURES, LLC

By: _____
Name: Devin A. Dal Pos
Title: Member

MANAGER:

STREAMLINE REAL ESTATE PARTNERS, LLC

By: _____
Name: Matthew Lester
Title: Manager

Docusign Envelope ID: C9894885-7916-8B2B-8229-67C8A32B469B

MEMBERS:

STREAMLINE REAL ESTATE PARTNERS, LLC

By: _____
Name: Matthew Lester
Title: Manager

PRILEND RE FUNDING LLC
By: PRILEND RE MANAGEMENT LLC, its Manager

Signed by:
By: _____
D82F8E67431D406...
Name: John A. Rizzo
Title: Manager

ABR VENTURES, LLC

By: _____
Name: Devin A. Dal Pos
Title: Member

MANAGER:

STREAMLINE REAL ESTATE PARTNERS, LLC

By: _____
Name: Matthew Lester
Title: Manager

SUPPLEMENT
to the
Application to Amend Brownfield Cleanup Agreement and Amendment form
of
FOUBU Environmental Services, LLC
for the
Former Accurate Die Casting Site, NYSDEC BCP Site No.: C734052

Attachment 11C

PROOF OF THE AUTHORITY OF STREAMLINE TO BIND OPEN SPACE FVLLE, LLC.
Select pages of the Operating Agreement of OPEN SPACE FVLLE, LLC,
made as of July 2026,
including the applicable Definitions.

OPERATING AGREEMENT

OF

OPEN SPACE FVLLE, LLC

THESE SECURITIES HAVE NOT BEEN REGISTERED OR QUALIFIED WITH OR APPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION ("SEC") OR ANY STATE SECURITIES COMMISSION. NOR HAS THE SEC OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE REGISTRATION OR QUALIFICATION REQUIREMENTS OF ALL APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR BASED ON AN OPINION OF COUNSEL IN SUBSTANCE, FORM AND SCOPE SATISFACTORY TO THE COMPANY TO THE EFFECT THAT AN EXEMPTION FROM SUCH REQUIREMENTS IS AVAILABLE. ACCORDINGLY, MEMBERS MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THESE SECURITIES FOR AN INDEFINITE PERIOD OF TIME.

THIS OPERATING AGREEMENT OF THE COMPANY PROVIDES FOR ADDITIONAL RESTRICTIONS ON THE TRANSFERABILITY OF INTERESTS.

BY ENTERING INTO THIS OPERATING AGREEMENT, EACH MEMBER ACKNOWLEDGES THAT AN INVESTMENT IN A LIMITED LIABILITY COMPANY INVOLVES A HIGH DEGREE OF RISK AND EACH MEMBER UNDERSTANDS THAT THE MEMBER MAY LOSE ITS, HIS, HER OR ITS ENTIRE INVESTMENT AND THAT THERE CAN BE NO ASSURANCE THAT THE COMPANY WILL BE SUCCESSFUL IN ITS BUSINESS, THAT THE COMPANY WILL BE PROFITABLE OR THAT IT WILL BE ABLE TO REMAIN IN BUSINESS AS A GOING CONCERN.

PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR OWN LEGAL AND TAX ADVISORS WITH SPECIFIC REFERENCE TO THEIR OWN SITUATIONS CONCERNING AN INVESTMENT IN THE COMPANY.

OPERATING AGREEMENT OF
OPEN SPACE FVLLE, LLC

THIS OPERATING AGREEMENT ("**Agreement**") is made as of July 1, 2026, by and among Streamline Real Estate Partners, LLC, a New York limited liability company (sometimes referred as either "**Streamline**" or the "**Manager**") and ABR Ventures, LLC, a New York limited liability company ("**ABR**"). Streamline and ABR are sometimes individually referred to as a "**Member**" and collectively as the "**Members**".

BACKGROUND:

A. The Members intend to acquire in Fayetteville, New York and the Members have agreed to form Open Space Fvlle, LLC, a New York limited liability company (the "**Company**"), for the purpose of acquiring and developing the Project as hereinafter defined in this Agreement.

B. This Agreement provides for, among other things: (i) the formation of the Company; (ii) the payment of capital contributions by the Members; (iii) the allocation of profits, losses and distributions of cash flow and other proceeds of the Company among the Members; (iv) the respective rights, obligations and interests of the parties hereto to each other and to the Company; and (v) certain other matters, including, but, not limited to the action items set forth in the background above in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the original Operating Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE I
FORMATION OF COMPANY

1.01 Formation. The undersigned hereby form the Company as a limited liability company under the New York Limited Liability Company Law, as same may be amended from time to time during the term of the Company by entering into this Agreement and by the filing of the Articles of Organization of the Company with the Secretary of State of the State of New York.

1.02 Name. The name of the Company is Open Space Fvlle, LLC.

1.03 Principal Office of the Company. The principal office of the Company shall be, and the books and records of the Company shall be kept at the offices of Streamline Real Estate Partners, LLC, 396 E. Henrietta Road, Rochester, New York 14620. The Company may change the location of its principal office to such other place or places as may hereafter be determined by Manager. Manager shall promptly notify the Members of any change in the location of the principal office. The Company may maintain such other offices at such other place or places as Manager may from time to time deem advisable.

1.04 Term. The Company shall continue in perpetuity, unless the Company is terminated in accordance with the provisions of this Agreement.

1.05 Recording of Certificate. Manager shall take all necessary action required by law to continue to qualify and maintain the Company as a limited liability company under the laws of the State (as hereinafter defined), and shall register the Company under any assumed or fictitious name statute or similar law in force and effect in the State.

ARTICLE II
DEFINED TERMS

In addition to the definitions set forth herein above and hereinafter, the following defined terms used in this Agreement shall have the meanings specified below:

"**Accountants**" – Doeren Mayhew Advisors, LLC of Rochester, New York or such independent certified public accountant as may be engaged by Manager to prepare the Company's financial statements and/or income tax returns.

"**Act**" – New York Limited Liability Company Law, as amended.

"**Adjusted Book Value**" shall mean with respect to any Company property the adjusted basis of such property for federal income tax purposes unless such property has been contributed to the Company or revalued as referenced in Section 10.01(d)(i), in which event it shall mean the fair market value of such property at the date of such contribution or revaluation minus all Depreciation taken with respect to such property.

"**Adjusted Capital Account Deficit**" – the deficit balance, if any, in a Member's Capital Account as of the end of the relevant fiscal year after giving effect to the following adjustments: (i) a credit to such Capital Account for any amounts which such Member is obligated to restore thereto pursuant to any provision of this Agreement or is deemed to be obligated to restore thereto pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and (ii) a debit to such capital account for the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"**Affiliate**" – any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with a Member, or with another designated Person, as the context may require.

"**Bankruptcy**" – the filing of a petition for relief as to a Person as debtor or bankrupt (the "**Bankrupt**") under the Bankruptcy Code of 1978 or like provision of law (except if such petition is contested by such Person and has been or is dismissed within 90 days after the filing of the Petition); insolvency of such Person as finally determined by a court proceeding; filing by such Person of a petition or application to accomplish the same or for the appointment of a receiver or a trustee for such Person or a substantial part of such Person's assets; commencement of any proceeding relating to such Person under any other reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction, whether now in existence or hereinafter in effect, either by such Person or by another, and such Person indicates his, her or its approval of such proceeding, consents thereto or acquiesces therein, or such proceeding is contested by such Person and has not been finally dismissed within 90 days after commencement of such proceeding.

"**Capital Account**" shall mean the account to be maintained by the Company for each Member in accordance with the following provisions:

(a) a Member's Capital Account shall be increased by the Member's Capital Contributions, the amount of any Company liabilities assumed by the Member (or which are secured by Company property distributed to the Member), the Member's share of Profit and any item in the nature of income or gain specially allocated to the Member pursuant to the provisions of Article X; and

"**Interest**" or "**Percentage Interest**" – the ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which such Member may be entitled as provided in this Agreement and in the Act, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement and of the Act. The Percentage Interests of the Members are set forth on Schedule A attached hereto.

"**Involuntary Withdrawal**" means, with respect to any Member, the occurrence of any of the following events:

(a) the Member makes an assignment for the benefit of creditors;

(b) the Member files a voluntary petition of bankruptcy;

(c) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;

(d) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation;

(e) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member's properties;

(f) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in (a) through (e) above; or

(g) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation continues for 120 days after its commencement, or the appointment of a trustee, receiver, or liquidator for the Member of all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for 120 days or, if the appointment is stayed, for 120 days after the expiration of the stay during which period the appointment is not vacated.

"**Lender**" – any lender which makes a loan to the Company.

"**Loan**" – any loan made to the Company.

"**Manager**" – Streamline.

"**Member**" – Streamline or ABR and together the "**Members**".

"**Modified Capital Account Balance**" shall mean a Member's Capital Account balance increased by an amount equal to an amount the Member is deemed obligated to restore pursuant to the Regulations promulgated pursuant to Code Section 704(b) and decreased by the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

"**Net Cash Flow**" – the gross cash receipts from operation of the Project (as defined below) (excluding Capital Proceeds) and other funds of the Company which are not required to offset development costs of the Project, less the portion thereof used to pay, or establish reserves for, all operating expenses, including but not limited to a management fee to the Manager, an amount sufficient to fund the tax

"**Regulations**" shall mean all proposed, temporary and final regulations promulgated under the Code as from time to time in effect.

"**State**" means the State of New York.

"**Streamline**" – Streamline Real Estate Partners, LLC.

"**Substitute Member**" – any Person admitted to the Company as a Member pursuant to Section 8.02 hereof.

"**Unreturned Capital**" – with respect to a Member, an amount equal to its aggregate Capital Contributions made to the Company, reduced only by the sum of all distributions made by the Company to such Member pursuant to Sections 10.02(b)(ii) and 10.02(b)(iii), as applicable, of this Agreement. A Member's Unreturned Capital shall not be adjusted by allocations of Profits, gains, Losses or other items of income and expense.

ARTICLE III
PURPOSE AND BUSINESS OF THE COMPANY

3.01 Purpose. The purpose of the Company is to acquire, develop, finance, construct and operate the Project and to engage in all activities in connection therewith.

3.02 Authority of the Company. In order to carry out its purpose, the Company is empowered and authorized to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of its purpose, and for the protection and benefit of the Company, subject to other limitations expressly set forth elsewhere in this Agreement and the Act, including, but not limited to, the following:

(a) Enter into any kind of activity, and perform and carry out contracts of any kind necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the Company;

(b) Borrow money and issue evidences of indebtedness in furtherance of the Company Business and secure any such indebtedness by pledge or other lien, provided, however, that any evidences of indebtedness and any documents amending, modifying or replacing it shall have the legal effect that the Members and their Affiliates shall have no direct personal liability for the repayment of the principal of or payment of interest on such indebtedness, and that the sole recourse of any lender with respect to the principal thereof and interest thereon shall be to the assets of the Company, including the property securing the indebtedness;

(c) Negotiate for and conclude agreements for the sale, exchange, lease or other disposition of all or substantially all of the property of the Company; and

(d) Do any and all other acts and things necessary or proper in furtherance of the Company business.

ARTICLE IV
GENERAL DUTIES AND OBLIGATIONS OF MANAGER

4.01 Duties and Obligations. Manager shall use its best efforts in connection with the performance of the following duties and obligations with respect to the Company:

(a) taking all action that may be necessary or appropriate to carry out the purposes of the Company as described in this Agreement; and

(b) doing all other things (subject to the restrictions contained herein) that may be necessary or desirable in order to properly and efficiently administer and carry on the affairs, assets and business of the Company.

ARTICLE V
CAPITAL CONTRIBUTIONS

5.01 Agreement to Contribute. Each Member shall contribute to the capital of the Company at the time and in the manner herein provided and shall undertake on behalf of the Company the covenants set forth in this Article 5.

5.02 Initial Capital Contributions.

(a) In accordance with Article 13 of the Operating Agreement, the Company maintains books and records, which include, but not limited to, a record of each of the Member's Capital Contributions to the Company.

(b) In accordance with Article 13 of the Operating Agreement, the Company maintains books and records.

(c) Except as expressly provided herein, no Member shall be required to make any additional Capital Contributions to the Company.

5.03 Additional Capital Contributions/Loans.

(a) Except as expressly provided herein, no Member shall be required to make any additional Capital Contributions to the Company.

(b) To the extent additional funds for the Company are requested by the Manager the Members may make a Loan to the Company in accordance with their Percentage Interests.

(c) If a Member does not elect to make a Loan pursuant to Section 5.03 (b) of this Agreement the other Member may elect in its sole discretion, to advance the additional funds as a Loan.

(d) A Loan shall bear interest at seven percent (7%) per annum from the date of Loan until repaid (which shall be no longer than five (5) years from the date the loan is made), shall be repaid from Net Cash Flow before any distributions are made to any Member pursuant to Section 10.02 hereof, except for the tax distributions pursuant to Section 10.02(a), and from Capital Proceeds, before any other distributions are made to the Members pursuant to Section 10.02 of this Agreement, except for the tax distributions pursuant to Section 10.02(a) and the Preferred Return pursuant to Section 10.02(b)(i).

5.04 Return of Capital Contributions. Notwithstanding any provisions of the Act and except as otherwise provided in this Agreement, no Member shall be entitled to demand or receive the return of such Member's Capital Contributions or any portion thereof; no Member shall have priority over any other

Member as to return of such Member's Capital Contributions; no Member shall be personally liable for the return of the Capital Contributions to any other Member, or any portion thereof, it being expressly understood that any such return shall be made solely from assets of the Company; and no Member shall have the right to demand return of such Member's Capital Contributions unless the Manager determines to make distributions in accordance with this Agreement; provided, however that in no event shall a Member have the right to demand or receive property other than cash in return for such Member's Capital Contributions in the event that the Manager determines to make a cash distribution on account thereof. No interest shall be paid on the return of any Capital Contributions.

5.05 Negative Capital Accounts. A Member with a negative balance in its Capital Account at no time during the term of the Company or upon dissolution and liquidation of it, has any obligation to the Company or the other Members to restore that negative balance, except (i) as may be required by law, or (ii) in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

ARTICLE VI
MANAGEMENT

6.01 Rights and Duties of Members. The Company is a "manager-managed" limited liability company under the Law which shall be managed by one or more managers selected by Streamline ("**Manager** or collectively, "**Managers**"). The initial Manager shall be Streamliner. Except as may hereafter be required or permitted by the Law or as specifically provided herein, the Members shall in such capacity take no part whatever in the control, management, direction or operation of the affairs of the Company and shall have no power to act for or bind the Company.

6.02 Management. The powers of the Company will be exercised by or under the authority of, and the business and affairs of the Company will be managed under the direction of the Managers. A Manager may be removed from the position, with or without cause, by action of the Members holding a majority of all Interests. The removal of a Manager does not constitute a waiver by the Company or any Member of any liability that such Manager may have to the Company or any Member in respect of the cause for such Manager's removal, and such Manager, even though removed, will remain entitled to indemnification from the Company pursuant to Section 9.10 with respect to any matter arising prior to the Manager's removal. Any Manager vacancy occurring for any reason may be filled by the vote or written consent of Members holding a majority of all Interests.

6.03 Restrictions. No Manager may, without the written approval of all the Members, which approval shall not be unreasonably withheld, take any of the following actions:

(i) Perform any act that would make it impossible to carry on the 10 business of the Company or that is in contravention of this Agreement.

(ii) Permit conversion of the assets of the Company to use by any Member or Manager.

(iii) Dissolve the Company or Amend the Certificate of Formation for the Company or this Agreement.

(iv) (A) Consolidate or merge the Company with or into any Person; (B) institute proceedings to have the Company be adjudicated bankrupt or insolvent; (C) consent to the institution of Bankruptcy proceedings against the Company; (D) file a petition seeking, or consent

to, reorganization or relief with respect to the Company under any applicable federal or state law relating to Bankruptcy; (E) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property; (F) participate in any involuntary Bankruptcy proceeding against the Company, (G) make any assignment for the benefit of creditors of the Company; (H) admit in writing the Company's inability to pay its debts generally as they become due, or take action in furtherance of any such action; (I) to the fullest extent permitted by law, dissolve or liquidate the Company; (J) confess a judgment against the Company; or (L) change the legal form of the Company.

(v) Possess Company property or assign rights in Company property, in either case, other than for the Company's purpose.

(vi) Act in any manner which Manager knew or should have known will cause the termination of the Company for federal income tax purposes (other than the transactions relating to the admission of Member into the Company as contemplated by this Agreement), or cause the Company to be treated for federal income tax purposes as an association taxable as a corporation.

(vii) Make a loan of Company funds to any Person including Streamline or any Affiliate.

(viii) Cause the Company to be classified other than as a partnership for federal income tax purposes.

(ix) Collect a management fee, salary or other compensation.

(x) Sell, transfer, assign, exchange, mortgage, encumber, or otherwise convey all or substantially all of the Company's assets.

(xi) Obtain a loan other than from a Member pursuant to this Agreement.

(xii) Abandon or substantially modify the Project, except as set forth otherwise above.

6.04 Officers. The Managers may designate one or more individuals as officers of the Company, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Managers. Officers need not be Members or residents of the State of New York. Each officer may be removed by the Managers at any time, with or without cause, and shall hold office until such officer's successor shall be duly designated or until the earlier of such officer's death, resignation or removal. Any number of offices may be held by the same Person. The delegation of duties and powers to an officer shall not alter or limit the power and authority of the Managers to manage the Company, unless specifically set forth by the Managers

6.05 Meetings. Meetings of the Managers, for any purpose, may be called by any Manager. The request shall state the purpose or purposes of the proposed meeting and the business to be transacted. All meetings will be held at the principal office of the Company, or at another place as may be designated by the Managers. Notice of any meeting will be delivered to all Managers within 10 days after receipt of the request and not fewer than 15 days, nor more than 60 days, before the date of the meeting. The notice will state the place, date, hour and purpose or purposes of the meeting. At each meeting of the Managers, the Managers will adopt such rules for the conduct of such meeting as they deem appropriate. The expenses of any meeting, including the cost of providing notice thereof, will be borne by the Company.

6.06 Written Consents. Whenever Managers are required or permitted to take any action by vote or at a meeting that action may be taken without a meeting, without prior notice and without a vote, if a written consent setting forth the action so taken is signed by all the Managers.

6.07 Manner of Acting. Only the vote or written consent of all of the Managers, if there is more than one, will be the act of the Managers.

6.08 Liability for Certain Acts. No Manager, officer or other agent of the Company (including, without limitation, a Person acting in more than one capacity) shall be responsible for any indebtedness, liability or obligation of the Company, whether arising in tort, contract or otherwise, solely by reason of being a Manager, officer or other agent of the Company or participating, whether as an employee, consultant, contractor or other capacity, in the conduct of the business of the Company. The Members shall not have any responsibility for any indebtedness, liability or obligation of the Company solely by reason of being a Member, except to the extent provided in the Law or any other applicable law.

6.09 Indemnification. No Manager or officer (if any) of the Company shall be liable, responsible or accountable in damages or otherwise to the Company or any Member (including any predecessor in interest of a Member) for any action taken, or failure to act, in good faith on behalf of the Company and in a manner reasonably believed by him or her to be within the scope of the authority granted to him or her in this Agreement and in the best interest of the Company, except to the extent such Manager or officer has engaged in fraud, gross negligence or willful misconduct. Any cost, expense, loss or damage incurred by any such Manager or officer by reason of any action taken or failure to act in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority granted in this Agreement and in the best interest of the Company (but not, in any event, any cost, expense, loss or damage incurred by any officer by reason of such officer's fraud, gross negligence or willful misconduct with respect to such action or failure) will be paid from the Company's assets to the extent available.

6.10 Other Activities. Any Manager, Member, and any Member's affiliates may engage in or possess an interest in other businesses of any nature or description for their own account, independently or with others, whether presently existing or hereafter created and whether or not competitive with the business of the Company. Neither the Company, any other Member nor any other Member's affiliates shall have any rights in or to such other businesses or the income or profits derived therefrom.

ARTICLE VII
OPERATION

7.01 Disputes. (a) If the Members are unable to agree upon any matter or matters arising under this Agreement for which Consent or approval is required, such matter shall, upon the request of either be submitted to, and settled by, arbitration in the State as follows:

(i) The dispute shall be resolved by arbitration in accordance with, but not under the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and this Section 7.02.

(ii) An arbitrator shall be selected by the Members, but shall in all events be an attorney with at least ten (10) years' experience in real estate development, and shall be independent as to the parties hereto. If the Members cannot agree on an arbitrator, they shall each select one arbitrator and the two arbitrators shall select a third independent arbitrator who shall act as the arbitrator.

15.12 Waiver. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, that would have originally constituted a violation, from having the effect of an original violation

15.13 Further Action. Each Member agrees to execute, acknowledge and deliver such additional documents, and to take such further actions, as may reasonably be required from time to time to carry out each of the provisions and the intent of this Agreement, and every agreement or document relating hereto or entered into in connection herewith.

15.14 Enforcement Expenses. In the event any party to this Agreement incurs legal expenses to enforce, defend or interpret any provision of this Agreement, the prevailing party upon final adjudication by a court of competent jurisdiction will be entitled to recover from the other party such legal expenses, including reasonable attorneys' fees, costs of investigation, expert fees, costs and necessary disbursements, in addition to any other relief to which such party may be entitled.

[SIGNATURE PAGES TO FOLLOW]

MEMBERS:

STREAMLINE REAL ESTATE PARTNERS, LLC

By: _____
Name: Matthew J. Lester
Title: Manager

ABR VENTURES, LLC

By: _____
Name: Devin A. Dal Pos
Title: Member

MANAGER:

STREAMLINE REAL ESTATE PARTNERS, LLC

By: _____
Name: Matthew J. Lester
Title: Manager

MEMBERS:

STREAMLINE REAL ESTATE PARTNERS, LLC

By: _____
Name: Matthew J. Lester
Title: Manager

ABR VENTURES, LLC

By: _____
Name: Devin A. Dal Pos
Title: Member

MANAGER:

STREAMLINE REAL ESTATE PARTNERS, LLC

By: _____
Name: Matthew J. Lester
Title: Manager