

## CONSENT FOR ACCESS TO PROPERTY

Property Description: The property is located at 201 Canada Drive in East Syracuse New York. The property is identified as Tax Parcel 017.-06-01.4 ("Property").

1. KW SYR, LLC and FedEx Freight, Inc. (collectively, "Consenting Parties") consent to the New York State Department of Environmental Conservation ("Department"), or its employees, authorized representatives and contractors, or other parties acting under its direction and control ("Agents"), or both entering and having access to the Property for the purposes of conducting an Interim Remedial Measure (IRM) to excavate PCB-impacted soil per a Department approved IRM Work Plan. The remedial work will include, among other things, excavation and proper disposal of approximately 1,100 cubic yards of soil on the FedEx parcel, backfilling of the excavation areas, and site restoration as outlined in Attachment A. Remediation will focus on areas outside the facility fenceline along Canada Drive. The Department's response activities are authorized by New York Environmental Conservation Law ("ECL") Article 27 § 1313(8) and ECL Article 27 § 1309(3) and 1309(4).
2. The Department has authority to access the Property to remediate contamination under ECL Article 3 § 0301 (2)(g), ECL Article 27 § 1309 (3)-(4) and ECL Article 27 § 1313 (8).
3. The Consenting Parties acknowledge that the above-mentioned activities are undertaken by the Department and/or its Agents pursuant to the Department's authority under the ECL, and that the execution of this document places no affirmative duty or obligation on the Department to undertake or complete the environmental remediation activities described herein nor to obtain access to do the same.
4. This Consent for Access is effective upon execution of this document and shall continue until the Department and/or its Agents complete remediation of the Property or twelve (12) months after the date this agreement is signed, whichever occurs first.
5. The Department will make every effort to minimize impacts of its entry on and occupancy of the Property and to not unreasonably interfere with the Consenting Parties' use of, or access to, the Property. The Department and the Consenting Party will perform a walk-over to document property conditions, including photos, prior to the start of work. After the completion of all Department's activities, the Department and/or its Agents will return the ground surface of the Property, including all vegetation and the Fedex sign, to its condition before it entered the Property, unless agreed upon otherwise.
6. The Department will do its best to provide the Consenting Parties with at least 72 hours advance notice before entering the Property. Such notice shall include the names and affiliations of the persons entering the Property, the dates and approximate times of the entry, and the nature and extent of the work to be done on the property. All persons entering the Property shall observe onsite safety protocols.
7. Notices required under this agreement shall be provided as follows and as the parties may otherwise reasonably designate in writing:

KW SYR, LLC  
Attn: Greyson Zehnder  
Email: [greyson@thekiernancompanies.com](mailto:greyson@thekiernancompanies.com)  
Telephone: (415) 420-1538

FedEx Freight, Inc.  
Attn: Brenden Rose, Environmental Engineer  
Email: [brenden.rose@fedex.com](mailto:brenden.rose@fedex.com)  
Telephone: (870) 577-9342

New York State Department of Environmental Conservation  
Attn: Karen A. Cahill, Environmental Engineer  
Email: [karen.cahill@dec.ny.gov](mailto:karen.cahill@dec.ny.gov)  
Telephone: 315-426-7432

Notice shall be by email with confirmation reply or by telephone, followed promptly by email.

8. The Consenting Parties make no representations or warranties concerning the safety of conditions at the Property.

9. Prior to the first entry onto the Property, the Department shall cause its Agent(s) to furnish the Consenting Parties proof of insurance coverage as required by Article 28 of the Division of Environmental Remediation Standby Engineering Services Contract and Investigation and Remediation Contract of the following types: (i) commercial general liability insurance; (ii) professional liability insurance; (iii) general automobile liability insurance; and (iv) worker's compensation insurance. Such insurance shall remain in effect during the time that the Department's contractor is conducting work at the Property. The Department's Agent shall provide the Consenting Parties Certificates of Insurance, naming the Consenting Parties as additional insured on the Department's Agent's liability policies.

10. The Departments agrees that it will not store or stockpile PCB contaminated soils or waste on Consenting Parties' property. At the conclusion of the remediation, the Department shall direct its Agent to remove all equipment, temporary services, and erosion control measures that its Agent installed on the Property in accordance with all federal, state, and local laws, regulations, and permits

11. The Consenting Parties have signed this document voluntarily and with knowledge of their right not to sign this document.

Consenting Party KW SYR, LLC By: <u>[Signature]</u> Title: <u>Manager</u> Date: <u>3/6/2026</u>	Consenting Party FedEx Freight, Inc. By: <u>[Signature]</u> Title: <u>Trina Murphy Managing Director</u> <b>Real Estate, Design &amp; Construction</b> Date: <u>3/6/26</u>
New York State Department of Environmental Conservation By: <u>Andrew Guglielmi</u> Title: <u>Director, Division of Environmental Remediation</u> Date: <u>3/14/2026</u>	