



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

1a. A copy of the recorded deed must be provided. Is this attached? ☒ Yes ☐ No

1b. ☒ Change in ownership ☐ Additional owner (such as a beneficial owner)

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

☒ Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]

☐ Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

☐ **Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY:** Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

☐ Other (explain in detail below)

2. Required: Please provide a brief narrative on the nature of the amendment:

This Amendment provides for the transfer of BCP Site C915198H to BLD VII, LLC by deed recorded in the Erie County Clerk's office on October 7, 2021 in Liber 11388 of Deeds at Page 7767. **See Exhibit A (Deed).**

BLD VII, LLC filed an amendment to its Articles of Organization to change its name to Renaissance 8, LLC. The New York State Department of State accepted the amendment for filing on September 4, 2021. Attached as **Exhibit B** is a copy of the company's resolution, the amendment to its Articles of Organization and the NYS DOS filing receipt.

Additionally, the new parcel created was assigned a separate SBL number by the City of Lackawanna. Site II-8 now bears SBL No. (Site Tax Map ID #) 141.15-1-6 and was previously a part of the larger parcel with SBL No. (Site Tax Map ID #) 141.11-1-52. Attached as **Exhibit C** is a copy of the 2022-2023 City of Lackawanna real property tax bill with the new SBL noted.

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

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment involves more than an insignificant change in acreage, applicants are encouraged to consult with the DEC project team prior to submitting this application.

Section I. Current Agreement Information		
BCP SITE NAME: II-8 Tecumseh Phase II Business Park		BCP SITE NUMBER: C915198H
NAME OF CURRENT APPLICANT(S): <small>Tecumseh Redevelopment, Inc.; Buffalo and Erie County Land Development Corporation, BLD VII, LLC now known as Renaissance 8, LLC</small>		
INDEX NUMBER OF AGREEMENT: B9-0696-05-06(B) DATE OF ORIGINAL AGREEMENT: 03-14-2007		
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME Renaissance 8, LLC		
ADDRESS 100 Corporate Parkway, Suite 500		
CITY/TOWN Amherst		ZIP CODE 14226
PHONE 716-834-5000	FAX 716-834-5034	E-MAIL MMontante@uniland.com
1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No • If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. See Exhibit D		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Michael J. Montante		
ADDRESS 100 Corporate Parkway, Suite 500		
CITY/TOWN Amherst		ZIP CODE 14226
PHONE 716-834-5000	FAX 716-834-5034	E-MAIL MMontante@uniland.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) <small>Tom Forbes c/o Benchmark Civil/Environmental Engineering & Geology, PLLC</small>		
ADDRESS 2558 Hamburg Turnpike, Suite 300		
CITY/TOWN Buffalo		ZIP CODE 14218
PHONE 716-856-0599	FAX 716-856-0538	E-MAIL tforbes@benchmarkturnkey.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Susan M. Hassinger, Esq.		
ADDRESS 100 Corporate Parkway, Suite 500		
CITY/TOWN Amherst		ZIP CODE 14226
PHONE 716-834-5000	FAX 716-834-5034	E-MAIL shassinger@uniland.com
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? See Exhibit E <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant: Requestor is the same party as the Existing Applicant, BLD VII, LLC; this is an amendment for change of ownership of Site #C 915198H and a name change amendment.		

Section III. Current Property Owner/Operator Information (only include if new owner/operator)
Owner below is: ☒ Existing Applicant ☐ New Applicant ☐ Non-Applicant

OWNER'S NAME (if different from requestor) BLD VII, LLC now known as Renaissance 8, LLC

ADDRESS 100 Corporate Parkway, Suite 500

CITY/TOWN Amherst

ZIP CODE 14226

PHONE 716-834-5000

FAX 716-834-5034

E-MAIL MMontante@uniland.com

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? ☐ Yes ☒ No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? ☐ Yes ☒ No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? ☐ Yes ☒ No
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. ☐ Yes ☒ No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. ☐ Yes ☒ No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? ☐ Yes ☒ No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? ☐ Yes ☒ No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? ☐ Yes ☒ No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? ☐ Yes ☒ No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? ☐ Yes ☒ No
11. Are there any unregistered bulk storage tanks on-site which require registration? ☐ Yes ☒ No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

☐ PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

☒ VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

12. Requestor's Relationship to Property (check one):

☐ Prior Owner ☒ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

13. If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached? ☐ Yes ☐ No

Note: a purchase contract does not suffice as proof of access.

Section V. Property description and description of changes/additions/reductions (if applicable)

1. Property information on current agreement:

ADDRESS **2303 Hamburg Turnpike**

CITY/TOWN **Lackawanna** ZIP CODE **14218**

TAX BLOCK AND LOT (SBL) TOTAL ACREAGE OF CURRENT SITE: **8.36**

Parcel Address	Section No.	Block No.	Lot No.	Acreage
Formerly a portion of 2303 Hamburg Turnpike (now 8 Dona Street)	141.11	1	52	8.36

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

Parcel Address	Section No.	Block No.	Lot No.	Acreage Added by Parcel

Total acreage to be added: _____

☐ Reduction of property

2b. PARCELS REMOVED:

Parcel Address	Section No.	Block No.	Lot No.	Acreage Removed by Parcel

Total acreage to be removed: _____

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

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage
8 Dona Street	141.15	1	6	8.36
See Exhibit C - 2022-2023 City of Lackawanna City tax bill				

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

3. TOTAL REVISED SITE ACREAGE: **8.36**

Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From ECL 27-1405(31):</p> <p>"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.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(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.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.</p> <p>(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.</p>	

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: II-8 Tecumseh Phase II Business Park	BCP SITE NUMBER: C915198H
NAME OF CURRENT APPLICANT(S): Tecumseh Redevelopment, Inc.; Buffalo and Erie County Land Development Corporation, BLD VII, LLC now known as Renaissance 8, LLC	
INDEX NUMBER OF AGREEMENT: B9-0696-05-06(B)	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 03-14-2007	

Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

Statement of Certification and Signatures: New Requestor(s) (if applicable)
<p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p> <p>(Entity)</p> <p>I hereby affirm that I am (title _____) of (entity _____); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p>_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am ^{Director of Land and Remediation} _____ (title) of ^{Tecumseh} _____ (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: 11/14/2022 Signature: 

Print Name: Keith Nagel

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

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: 3/14/2007

Signature by the Department:

DATED: 12/15/2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: 

~~Susan Edwards, P.E., Acting Director~~ Andrew Guglielmi
Division of Environmental Remediation

Site Code:

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am President/CEO (title) of Buffalo and Erie County Industrial Land Development Agency (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: 11/15/2022 Signature: 

Print Name: John Cappellino

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

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: 03-14-2007

Signature by the Department:

DATED: 12/15/2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

~~Susan Edwards, P.E., Acting Director~~ Andrew Guglielmi
Division of Environmental Remediation

Site Code: C915198H

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Agent (title) of BLD VII, LLC n/k/a Renaissance 8, 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: 11/07/2022 Signature: 

Print Name: Michael J. Montante

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

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: 03-14-2007

Signature by the Department:

DATED: 12/15/2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

~~Susan Edwards, P.E., Acting Director~~ Andrew Guglielmi
Division of Environmental Remediation

Site Code: C915198H

SUBMITTAL REQUIREMENTS:

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in final, non-fillable Portable Document Format (PDF) must be sent to:

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

- **NOTE: Applications submitted in fillable format will be rejected.**

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** _____

PROJECT MANAGER: _____

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

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

COVER PAGE

Please select all options that apply. Provide a brief narrative of the nature of the amendment requested. At the bottom of the page, please enter the site code. This field will auto-populate in the bottom left corner of the subsequent pages.

SECTION I CURRENT AGREEMENT INFORMATION

Provide the site name, site code and current requestor exactly as it appears on the existing agreement. Provide the agreement index number and the date of the initial BCA, regardless of any executed amendments.

SECTION II NEW REQUESTOR INFORMATION

Requestor Name

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

If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database. A print-out of entity information from the database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.

Requestor Address, etc.

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

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

Consultant Name, Address, etc.

Provide information for the requestor's consultant. Attorney Name, Address, etc.
Provide information for the requestor's attorney.

Please provide proof that the party signing this Application and Amendment has the authority to bind the requestor. This would be documentation from corporate organizational papers, which are updated, showing

the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC.

SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Only include if a transfer of title has taken place resulting in a change in ownership and/or operation of the site. Provide the relationship of the owner to the site by selecting one of the check-box options.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property. Attach separate pages as needed.

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

SECTION IV NEW REQUESTOR ELIGIBILITY INFORMATION

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

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

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 signing the BCA and throughout the BCP project, including the ability to place an easement on the site. A purchase contract does not suffice as proof of access.

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

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

1. Property Information on Existing Agreement

Provide the site address and tax parcel information exactly as it appears on the current agreement (or as it has been modified in previous amendments).

2a. Addition of Property

Provide the tax parcel information and acreage for each parcel to be added. Provide the total acreage to be added below the far-right column.

2b. Reduction of Property

Provide the tax parcel information and acreage for each parcel to be removed. Provide the total acreage to be removed below the far-right column.

2c. Change to SBL or metes and bounds description

Provide the new tax parcel information and attach a metes and bounds description.

All requested changes to this section should be accompanied by a revised survey or other acceptable map depicting the proposed new site boundary. Additionally, provide a county tax map with the site boundary outlined, as well as a USGS 7.5-minute quadrangle map with the site location clearly identified.

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

This page should only be completed if:

- a. The site is located in the five boroughs comprising New York City

AND

- b. The site does not currently have an eligibility determination for tangible property credits.

PART II

The information in the top section of page 7 should auto-populate with the information provided on page 2. If a new requestor is applying to enter the program, provide the required information and signature at the bottom of page 7 and the required information and signature on page 8.

If no new requestor is applying to the program but any other change has been made, provide the required information and signature on page 8.

ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:

BOX 294

Party 1:

BUFFALO&ERIE COUNTY INDUSTRIAL
LAND DEVELOPMENT

Party 2:

BLD VII LLC

Book Type: D Book: 11388 Page: 7767

Page Count: 18

Doc Type: DEED

Rec Date: 10/07/2021

Rec Time: 02:59:58 PM

Control #: 2021200590

UserID: Megan

Trans #: 21166678

Document Sequence Number

TT2021005517

Recording Fees:

RECORDING	\$110.00
COE CO \$1 RET	\$1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75
RP5217 CNTY \$9	\$9.00
RP5217 ST-NON RES \$241	\$241.00
TP584	\$10.00

Consideration Amount: 209000.00

BASIC MT	\$0.00
SONYMA MT	\$0.00
ADDL MT/NFTA	\$0.00
SP MT/M-RAIL	\$0.00
NY STATE TT	\$836.00
ROAD FUND TT	\$1,045.00

Total: \$2,271.00

STATE OF NEW YORK

ERIE COUNTY CLERK'S OFFICE

WARNING – THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT REQUIRED
BY SECTION 319&316-a (5) OF THE REAL PROPERTY LAW OF THE STATE OF NEW
YORK. DO NOT DETACH. THIS IS NOT A BILL.

Michael P. Kearns
Erie County Clerk

EXHIBIT A (20 pages)

QUIT CLAIM DEED

THIS INDENTURE is made effective as of the 6th day of October, 2021 between

BUFFALO AND ERIE COUNTY INDUSTRIAL LAND DEVELOPMENT CORPORATION, a New York not for profit corporation, with an address of 95 Perry Street, Suite 403, Buffalo, New York 14203 (the "Grantor"); and

BLD VII, LLC, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 100 Corporate Parkway, Suite 500, Amherst, New York 14226 (the "Grantee").

WITNESSETH, that the Grantor, in consideration of One and 00/100 Dollar (\$1.00) and other valuable consideration paid by the Grantee, hereby remises, releases and quit-claims unto the Grantee, the successors and assigns of the Grantee forever,

ALL THAT TRACT OR PARCEL OF LAND, situated in the City of Lackawanna, County of Erie and State of New York and as more particularly described on **Schedule A**, attached hereto and made a part hereof (the "Premises").

TOGETHER with all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the Premises to the centerlines thereof.

BEING AND HEREBY intending to convey the premises, described as Parcel II-8, as amended, on Schedule A, conveyed to the Grantor from Tecumseh Redevelopment Inc. by deed dated July 24, 2017 and recorded on July 25, 2017 in the Erie County Clerk's Office in Liber 11316 of Deeds, page 2211, and the Premises conveyed hereunder, also being and hereby intending to be New York State Brownfield Cleanup Program Site No. C915198H.

GRANTOR AND GRANTEE HEREBY COVENANT AND AGREE that the Premises shall not be used for oil, gas or mineral exploration, extraction, production or storage activities, and such use is prohibited. This covenant shall run with the land and shall bind and inure to the benefit of Grantor and Grantee, and their respective successors and/or assigns.

THIS CONVEYANCE is made by Grantor expressly subject to, and Grantee accepts this conveyance expressly subject to, (a) that certain Environmental Easement affecting the Premises as more particularly described in said Environmental Easement as New York State Brownfield Cleanup Program Site No. C915198H held by the New York State Department of Environmental Conservation and recorded in the Erie County Clerk's Office on July 15, 2014 in Liber 11266 of Deeds at page 5455, and Grantor and Grantee hereby covenant and agree that the Premises shall

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B20-17

be utilized in accordance with the terms, conditions and requirements of said Environmental Easement.

GRANTEE HEREBY FURTHER COVENANTS that until such time as said Environmental Easement is extinguished in accordance with the requirements of New York State Environmental Conservation Law Article 71, Title 36, this Indenture and all subsequent instruments of conveyance related to the Premises shall state in at least fifteen-point bold face type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

THIS CONVEYANCE is made and accepted subject to covenants, easements and restrictions of record.

THIS CONVEYANCE is made together with, and accepted subject to, the covenants and agreements set forth in the Declaration of Covenants attached hereto as **Schedule B** and incorporated herein (the "Declaration"). The Declaration, and all terms, covenants and agreements thereof and as more particularly described therein, shall run with the land and shall bind and inure to the benefit of Grantor and Grantee, and their respective successors and/or assigns, and the terms and obligations of the Declaration as applicable, shall bind Grantee, its affiliates, successors, assigns, and/or transferees, and/or all future owners, lessees, sub-lessees, licensees and/or operators, and shall be enforceable by the Grantor against any such parties, as applicable and as consistent with the terms, covenants and agreements of the Declaration.

GRANTEE HEREBY FURTHER COVENANTS that Grantee on behalf of itself and its affiliates, successors in interest, transferees, assigns and/or all future owners of the Premises, as applicable and consistent with their respective interests in the Premises, shall incorporate the covenants contained in the Declaration into any and all other deeds, conveyances or agreements transferring ownership, leasehold, sub-leasehold, license, or other operational interests in the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises herein granted unto Grantee, the successors and assigns of Grantee, forever.

THIS CONVEYANCE is not all or substantially all of the assets of the Grantor, and this conveyance is made and executed in accordance with the duly adopted approvals, resolutions and consent of the Grantor.

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

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Deed as of the day and year first above written.

**BUFFALO AND ERIE COUNTY INDUSTRIAL
LAND DEVELOPMENT CORPORATION**

By: [Signature]
Name: John Cappellino
Title: President

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

On the 5 day of October in the year 2021 before me, the undersigned, personally appeared John Cappellino, 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 or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]

Notary Public

MELANIE C. MAROTTO
No. 01MA4973387
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Oct. 22, 2022

BLD VII, LLC

By: [Signature]
Name: Michael J. Montante
Its: President Authorized Person

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

On the 5th day of October in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael J. Montante 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.

[Signature]
Notary Public

SUSAN M. HASSINGER
Notary Public State of New York
Qualified in Erie County
My commission expires October 27, 2022

SCHEDULE A

PREMISES

PARCEL A

PARCEL II-8

SBL: PART OF #141.11-1-48.13

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF LACKAWANNA, COUNTY OF ERIE AND STATE OF NEW YORK, BEING PART OF LOT 24, TOWNSHIP 10, RANGE 8 OF THE BUFFALO CREEK RESERVATION, ALSO BEING PART OF EXISTING BCP SITE NUMBER C915198H, AS SHOWN ON A MAP OF "BUSINESS PARK PHASE II", PREPARED BY WENDEL, JUNE 2012, PROJECT NUMBER 411107, AS AMENDED, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WESTERLY HIGHWAY BOUNDARY OF THE HAMBURG TURNPIKE (ALSO KNOWN AS STATE ROUTE NO. 5), BEING 2884.21 FEET NORTH OF THE DIVISION LINE BETWEEN LANDS CONVEYED TO TECUMSEH REDEVELOPMENT INC. RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 11040 OF DEEDS AT PAGE 8953 ON THE NORTH, AND LANDS CONVEYED TO SOUTH BUFFALO RAILWAY COMPANY RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 10119 OF DEEDS AT PAGE 131 ON THE SOUTH, AS MEASURED ALONG THE WESTERLY HIGHWAY BOUNDARY OF THE HAMBURG TURNPIKE AS APPROPRIATED BY NEW YORK STATE DEPARTMENT OF PUBLIC WORKS MAP 1, PARCEL 1, RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 5650 OF DEEDS AT PAGE 404; ALSO BY NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE CITY OF LACKAWANNA, S.H. NO. FAC 49-10, MAP 305, PARCEL 306, RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 10960 OF DEEDS AT PAGE 2028, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID BUSINESS PARK PHASE II, PARCEL "B";

THENCE ALONG A LINE N 13°-14'-29" W, A DISTANCE OF 999.75 FEET, TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LANDS CONVEYED TO THE COUNTY OF ERIE AS RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 11353 OF DEEDS AT PAGE 8397;

THENCE CONTINUING ALONG THE LANDS CONVEYED TO THE COUNTY OF ERIE N 18°-26'-58" W, A DISTANCE OF 58.95 FEET, TO THE PRINCIPAL POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF PROPOSED DONA STREET (WIDTH VARIES);

THENCE ALONG THE NORTH LINE OF SAID DONA STREET S 71°-07'-01" W, A DISTANCE OF 74.15 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE NORTHERLY LINE OF SAID DONA STREET AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 548.00 FEET, A DELTA ANGLE OF 8°-12'-16", AN ARC LENGTH OF 78.47 FEET, TO A POINT;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID DONA STREET S 62°-54'-45" W, A DISTANCE OF 234.48 FEET, TO A POINT;

THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF BCP SITE NUMBER C915198I, N 18°-25'-27" W, A DISTANCE OF 499.41 FEET TO A POINT;

THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF BCP SITE NUMBER C915198J, N 18°-25'-01" W, A DISTANCE OF 473.97 FEET, TO A POINT, SAID POINT BEING ON THE SOUTH LINE OF BCP SITE NUMBER C915198K;

THENCE EASTERLY ALONG THE SOUTH LINE OF BCP SITE NUMBER C915198K, N 71°-00'-00" E, A DISTANCE OF 383.92 FEET TO A POINT, SAID POINT BEING ON THE WEST LINE OF LANDS CONVEYED TO THE COUNTY OF ERIE BY DEED RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 11353 OF DEEDS AT PAGE 8397;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LANDS CONVEYED TO THE COUNTY OF ERIE, S 18°-25'-54" E, A DISTANCE OF 662.21 FEET, TO A POINT;

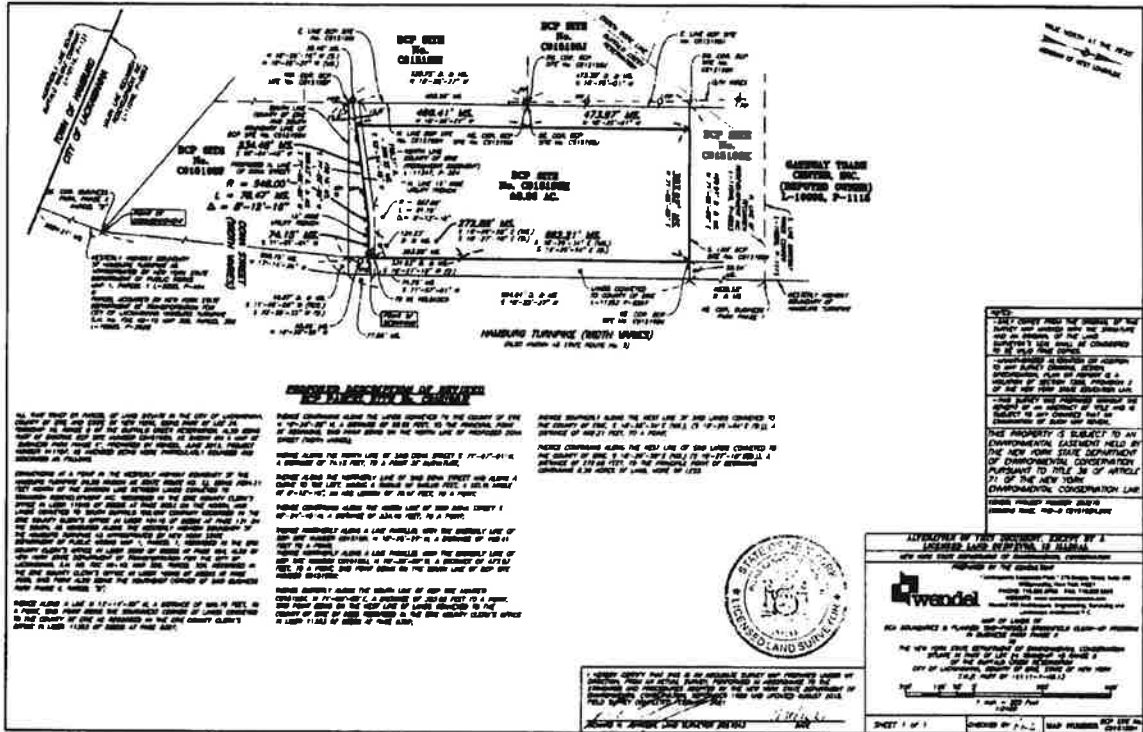
THENCE CONTINUING ALONG THE WEST LINE OF SAID LANDS CONVEYED TO THE COUNTY OF ERIE, S 18°-27'-18" E, A DISTANCE OF 272.88 FEET, TO THE ~~PRINCIPLE~~ ^{PRINCIPAL} POINT OF BEGINNING.

TOGETHER with the non-exclusive right to use proposed Dona Street for ingress and egress pursuant to Permanent Easement Agreements recorded in the Erie County Clerk's Office in Liber 11339 of Deeds at page 4724 and Liber 11347 of Deeds at page 224.

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises.

As further depicted on attached Exhibit A-1

MAP OF PREMISES



SCHEDULE B

Declaration of Environmental Covenants

THIS DECLARATION OF ENVIRONMENTAL COVENANTS (the “**Declaration**”) is made as of the ____ day of October, 2021, by BLD VII, LLC, a New York limited liability company with an office at 100 Corporate Parkway, Suite 500, Amherst, New York 14226 (“**BLD**”) on behalf of itself and its affiliates, successors in interest, transferees, assigns and/or all future owners (collectively with BLD, the “**Owner Covenantors**”) and/or all future lessees, sub-lessees, licensees and/or operators of the Premises (“**Non-Owner Covenantors**”) (collectively, with BLD, the “**Covenantors**”) for the benefit of BUFFALO AND ERIE COUNTY INDUSTRIAL LAND DEVELOPMENT CORPORATION, a New York not for profit corporation, and its related entities and affiliates, successors, assigns, officers, directors, attorneys, representatives, agents and employees, past, present and future (“**ILDC**”) and its predecessor in title, Tecumseh Redevelopment Corporation, Inc. a Delaware corporation and its related entities and affiliates, successors, assigns, officers, directors, stockholders, shareholders, attorneys, representatives, agents and employees, past, present and future, and all other persons and entities for whose acts or omissions Tecumseh Redevelopment Corporation Inc. could be held legally responsible (collectively, with ILDC the “**Covenantee Parties**”)

WHEREAS, Pursuant to that certain Agreement of Sale dated as of the 21st day of July, 2021 between the ILDC and BLD (as may be amended or revised, the “**Contract**”), BLD has agreed to acquire that certain real property, identified as NYSDEC BCP Parcel C915198H, as amended (“**Parcel II-8**”), as more particularly described on Schedule B-1 (the “**Premises**”) from ILDC; and

WHEREAS, as a material inducement to ILDC conveying the Premises to BLD, BLD expressly acknowledges and agrees that the conveyance of the Premises is made subject to the covenants set forth in this Declaration.

NOW, THEREFORE, BLD on behalf of itself and Covenantors, hereby covenants and agrees that the Premises, or any portion thereof, shall be held, transferred, sold, conveyed, and operated subject to the following covenants, all of which shall survive the delivery of the Deed (the “**Closing Date**”), shall not be merged thereby and such provisions shall run with the land and be binding upon the Grantee, as applicable:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. In addition to other words and terms defined elsewhere in this Declaration (including the preamble and recitals), when used in this Declaration, the capitalized words and terms shall have the meanings set forth herein unless otherwise defined herein or the context otherwise clearly requires.
3. (a) Grantee, as applicable and consistent with its interest in the Premises, shall take all actions necessary to keep the Premises in the BCP, as defined herein.

(b) With respect to Parcel II-8, the Grantee shall obtain and secure a COC as soon as practicable, but in no event later than the earlier to occur of March 31, 2026 or the date on which the NYSDEC requires all remediation pursuant to the BCP to be completed with respect to the Premises.

(c) Intentionally deleted.

(d) Owner Covenantors shall, at their sole cost and expense, comply with, be bound by, assume, perform, undertake and/or discharge any and all terms, conditions, responsibilities, requirements, and/or obligations pursuant to the BCP with respect to the Premises including but not limited to the terms, conditions and provisions of the COCs, the BCAs, the Environmental Easements, the SMPs, the obligation to obtain a COC for the Premises, any post-closing groundwater monitoring and/or post-closing reporting to the NYSDEC, and adherence to the COCs.

(e) The Owner Covenantors' obligations pursuant to this Section 3 collectively, shall be referred to as the "**BCP Obligations**."

4. Owner Covenantors and Non-Owner Covenantors shall fully and finally and forever release Covenantee Parties from and against any and all losses, damages, liabilities, demands, claims, suits, and causes of action of whatever nature and kind, including without limitation all claims for personal injury, emotional distress, property damage, trespass, nuisance, negligence, investigation, remediation, response, and/or corrective action costs, and/or economic loss, diminution in real property value, any claims for attorneys' or consultants' fees, all obligations pursuant to the BCP and any BCAs, and any other losses, damages, costs, expenses, liabilities, demands, claims, suits, and causes of action of whatever nature and kind (all of the foregoing, collectively, "**Losses**"), arising from or related to any current or future environmental and/or physical condition at, under, or emanating or migrating from the Premises, whether known or unknown, but such release being provided herein by the Grantee shall be limited to Losses incurred by the Grantee. Notwithstanding the foregoing, Grantee's release pursuant to this Section 4 shall not include Losses to the extent arising from third-party claims brought against Grantee under New York law where such third-party claims pertain to Hazardous Substances (as defined below) first released or disposed of at the Premises after May 6, 2003 where such releases or disposal are alleged to have occurred, and where such third-party claims allege (i) personal injury as a result of exposure to such Hazardous Substances that occurred at the Premises and prior to July 27, 2017 when ILDC acquired title to Parcel II-8) where such exposure is alleged to have occurred, and/or (ii) personal injury as a result of exposure to such Hazardous Substances that occurred at real property other than the Premises, and/or (iii) property damage to real property other than the Premises as result of the presence of such Hazardous Substances.

5. Owner Covenantors shall defend, indemnify and hold Covenantee Parties harmless from and against all Losses to the extent related to or arising from (i) Owner Covenantors non-compliance with the BCAs, the Environmental Easements, the SMPs, the COCs, and/or any and all other BCP Obligations; (ii) Owner Covenantors' failure to meet their BCP Obligations under and pursuant to Section 3 hereof, including, without limitation, the Owner Covenantors obtaining the COCs for the Premises (Owner Covenantors hereby acknowledging and agreeing that the

Losses incurred by Covenantor Parties in such a situation shall be deemed to specifically include, without limitation, the full liability release provided for under the BCP had such Premises timely received the COCs; (iii) the Known Conditions; (iv) physical conditions, but not including environmental conditions, at or under the Premises, whether known or unknown; (v) any conditions at the Premises caused or exacerbated after the closing date for the sale of the Premises from ILDC to BLD, except to the extent such conditions are caused or exacerbated by Covenantor Parties after such closing date; and (vi) any claims, administrative actions and/or orders of NYSDEC, the United States Environmental Protection Agency and/or any other federal, state or local government agency brought or issued prior to the NYSDEC's issuance of a COC for the Parcel and arising from or related to any Known Conditions

6. Owner Covenantors acknowledges that they have acquired their interest in the Premises solely on the basis of their own investigation of the condition of the Premises (including, without limitation, the environmental condition), and the Owner Covenantors assume the risk that certain adverse conditions may not have been revealed by such investigations.

7. The foregoing covenants are made for and shall inure to the benefit of the Covenantor Parties and the terms and obligations hereof shall be enforceable by them against the Owner Covenantors, as applicable.

8. If any provision of this Declaration, or portion thereof, or the application to any person, entity or circumstance, shall, to any extent, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Declaration, and the terms and conditions hereof, shall not be amended or modified except by an instrument in recordable form executed and acknowledged in writing by Covenantor Parties and their successors in interest and all owners of the Premises.

9. Definitions:

- A. "BCAs" shall mean any and all Brownfield Cleanup Agreements, as amended and modified, applicable to the Premises and described as BCP Site No. C915198H with effective dates of March 14, 2007, as same may be further amended, supplemented or modified and as applicable to the Premises.
- B. "BCP" shall mean the New York State Brownfield Cleanup Program.
- C. Intentionally omitted.
- D. "COCs" shall mean any and all Certificates of Completion applicable to the Premises (including any amendments thereto) issued by the NYSDEC pursuant to the BCP.
- E. "**Environmental Easement**" shall mean the Environmental Easement (including any amendments thereto) pursuant to the BCP applicable to the Premises, including that certain Environmental Easement granted pursuant to Title 36 of the New York State Environmental Conservation Law and recorded with the Erie County Clerk on July 15, in Liber 11266 of Deeds at

- F. **"Environmental Laws"** shall mean all federal, state and local statutes, ordinances and codes relating to chemical use, safety, sanitation, protection of the environment and/or human health, and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Solid Waste Disposal Act as each of these also known as the Resource Conservation and Recovery Act as amended (42 U.S.C. §6901 et seq.), the New York State Environmental Conservation Law, the New York State Navigation Law, the Clean Water Act (the "Federal Water Pollution Act") 33 U.S.C. §1251 et seq. ("CWA"), the Clean Air Act, 42 U.S.C. §7401 et seq. (the "Clean Air Act"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §1101-§1150 ("EPCRA")), the Oil Pollution Act of 1990, 33 U.S.C. §2701-§2672 (the "Oil Pollution Act"), the Toxic Substances Control Act (15 U.S.C. §2601-§2692 ("TSCA")), and the Occupational Safety and Health Act ("OSHA"), and the rules, regulations, and legally-binding interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.
- G. **"Hazardous Substances"** shall mean without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea-formaldehyde, foam insulation, polychlorinated biphenyls, petroleum products, petroleum byproducts, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, wastes, contaminants, pollutants and/or all other substances or chemicals defined in or regulated pursuant to Environmental Laws.
- H. **"Known Conditions"**, with respect to BLD, shall mean environmental conditions at, under, or emanating or migrating from the Premises that were known to BLD and/or any of its consultants, representatives or agents as of the applicable closing date for the sale from ILDC to BLD of the Premises (A) based on review of documentation provided by or made available by ILDC and as described within the environmental reports identified within **Schedule B-2** annexed hereto, and/or (B) identified in any written findings or reports prepared for the benefit of BLD by BLD's consultants, representatives or agents, including but not limited to its environmental consultant, Benchmark Turnkey, prior to the applicable closing date for the sale from ILDC to BLD of the Premises. **"Known Conditions"**, with respect to all other Grantees, shall also include any additional environmental conditions at, under, or emanating or migrating from the Premises known to such Grantee, whether based on review of documentation prepared pursuant to the BCP or otherwise (including, but not limited to, any environmental conditions identified in written findings or reports prepared by such Grantee's consultants,

representatives or agents) as of the date upon which such Grantee acquires its interest in the Premises

- I. **“NYSDEC”** shall mean the New York State Department of Environmental Conservation.
- J. **“SMPs”** shall mean any and all site management plans (including any amendments thereto) relating to the Premises and approved by the NYSDEC pursuant to the BCP.


[Signature pages to follow]

IN WITNESS WHEREOF, ILDC and BLD have caused their respective corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer the day and the year first above written.

**BUFFALO AND ERIE COUNTY
INDUSTRIAL LAND
DEVELOPMENT CORPORATION**

By: 
Name: John Appellino
Title: President

BLD VII, LLC

By: 
Name: Michael J. Montante
Its: Authorized Person

ACKNOWLEDGMENTS TO FOLLOW

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

On the 5 day of October in the year 2021 before me, personally appeared bhn Cappellino 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 or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

MELANIE C. MAROTTO
No. 01MA4973387
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Oct. 22, 2022

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

On the 5th day of October in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared **Michael J. Montante** 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

SUSAN M. HASSINGER
Notary Public State of New York
Qualified in Erie County
My commission expires October 27, 2022

SCHEDULE B-1

THE PREMISES

PARCEL A

Parcel II-8

SBL: Part of SBL #141.11-1-48.13

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF LACKAWANNA, COUNTY OF ERIE AND STATE OF NEW YORK, BEING PART OF LOT 24, TOWNSHIP 10, RANGE 8 OF THE BUFFALO CREEK RESERVATION, ALSO BEING PART OF EXISTING BCP SITE NUMBER C915198H, AS SHOWN ON A MAP OF "BUSINESS PARK PHASE II", PREPARED BY WENDEL, JUNE 2012, PROJECT NUMBER 411107, AS AMENDED, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

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THENCE ALONG A LINE N 13°-14'-29" W, A DISTANCE OF 999.75 FEET, TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LANDS CONVEYED TO THE COUNTY OF ERIE AS RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 11353 OF DEEDS AT PAGE 8397;

THENCE CONTINUING ALONG THE LANDS CONVEYED TO THE COUNTY OF ERIE N 18°-26'-58" W, A DISTANCE OF 58.95 FEET, TO THE PRINCIPAL POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF PROPOSED DONA STREET (WIDTH VARIES);

THENCE ALONG THE NORTH LINE OF SAID DONA STREET S 71°-07'-01" W, A DISTANCE OF 74.15 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE NORTHERLY LINE OF SAID DONA STREET AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 548.00 FEET, A DELTA ANGLE OF 8°-12'-16", AN ARC LENGTH OF 78.47 FEET, TO A POINT;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID DONA STREET S 62°-54'-45" W, A DISTANCE OF 234.48 FEET, TO A POINT;

THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF BCP SITE NUMBER C915198I, N 18°-25'-27" W, A DISTANCE OF 499.41 FEET TO A POINT;

THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF BCP SITE NUMBER C915198J, N 18°-25'-01" W, A DISTANCE OF 473.97 FEET, TO A POINT, SAID POINT BEING ON THE SOUTH LINE OF BCP SITE NUMBER C915198K;

THENCE EASTERLY ALONG THE SOUTH LINE OF BCP SITE NUMBER C915198K, N 71°-00'-00" E, A DISTANCE OF 383.92 FEET TO A POINT, SAID POINT BEING ON THE WEST LINE OF LANDS CONVEYED TO THE COUNTY OF ERIE BY DEED RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 11353 OF DEEDS AT PAGE 8397;

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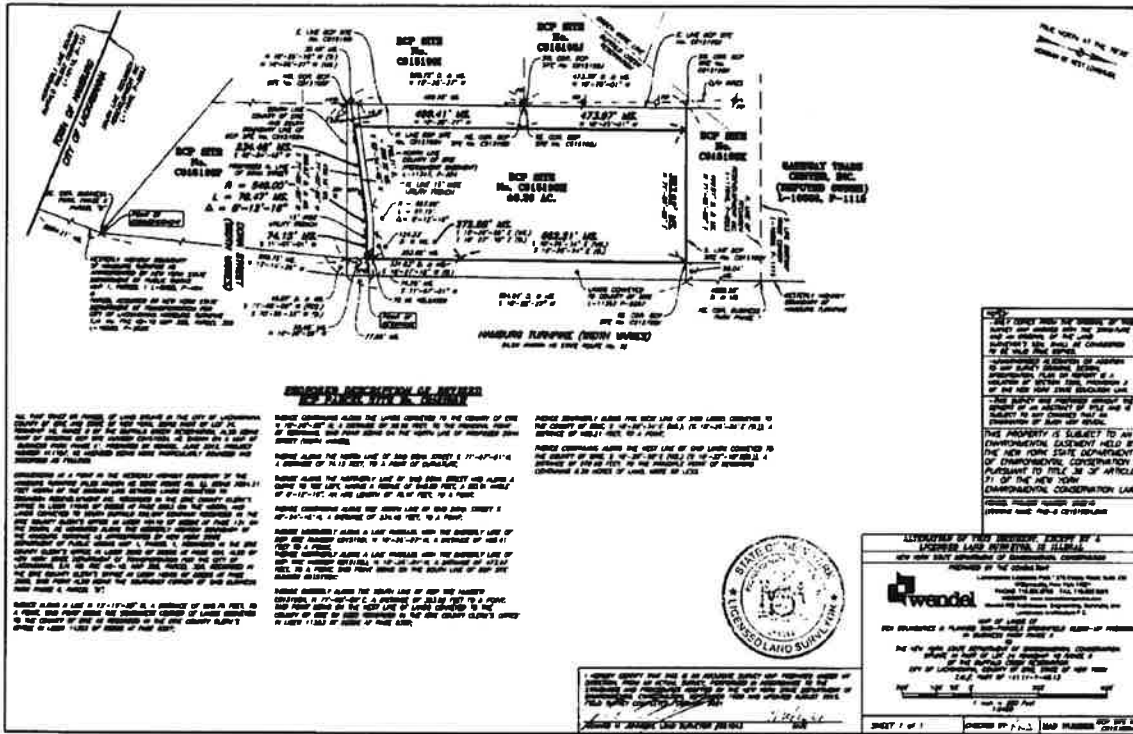


TOGETHER with the non-exclusive right to use proposed Dona Street for ingress and egress pursuant to Permanent Easement Agreements recorded in the Erie County Clerk's Office in Liber 11339 of Deeds at page 4724 and Liber 11347 of Deeds at page 224.

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises.

As further depicted on attached Exhibit A-1

EXHIBIT A-1
MAP OF PREMISES



SCHEDULE B-2
ENVIRONMENTAL REPORTS
KNOWN CONDITIONS

The documents listed below have been made available by Seller to Buyer describing the known environmental conditions at the Property:

1. Phase II Business Park, Environmental Easement (C915198), June 21, 2014
2. Environmental Reports:
 1. Former Bethlehem Steel Site, Final Draft Corrective Measures Study Report (915143), October 2014
 2. Phase II Business Park, Interim Remedial Measure (IRM) Work Plan (C915198J, C915198K, & C915198L), April 2017
 3. Former Bethlehem Steel Corporation (BSC) Facility, Final RCRA Facility Investigation Report, October 2004
 4. Information related to the following Solid Waste Management Unit (SWMU) Assessments:
 - a. P-43: 44" Mill Scale Pit, October 4, 1990 – located in Phase I-9 BPA
 - b. P-44: 40" Mill Scale Pit, October 4, 1990 – located in Phase I-7 BPA
 - c. P-45: 36" Mill Scale Pit, October 4, 1990 – located in Phase I-7 BPA
 - d. P-46: 32" Mill Scale Pit, October 4, 1990 – located in Phase I-7 BPA
 - e. P-47: 30" Mill Scale Pit, October 4, 1990 – located in Phase I-7 BPA
 - f. P-48: 21" Mill Scale Pit, October 4, 1990 – located in Phase I-5 BPA
 - g. P-49: 44" Mill Scarfer Pit, October 4, 1990 – located in Phase I-7 BPA
 - h. P-50: 40" Mill Scarfer Pit, October 4, 1990 – located in Phase I-7 BPA
 - i. P-51: 30" & 21" Mills Scarfer Pit, October 4, 1990 – located in Phase I-5 BPA
 - j. P-52: Main Settling Tank (North Mills), October 4, 1990 – located in Phase I-5 BPA
 - k. P-53: Seven Sand Filters (North Mills), October 4, 1990 – located in Phase I-5 BPA
 - l. P-64: Scale Pit at 8" Bar Mill, May 24, 1991 – located in Phase I-9 BPA
 - m. P-38: 54" Mill Scale Pit, August 24, 1989 – located in Phase II-12 BPA
 - n. P-39: 48" Mill Scale Pit, August 24, 1989 – located in Phase II-10 BPA
 - o. P-40: 14", 18", 28", & 35" Mills Scale Pit, August 24, 1989 – located in Phase II-10 BPA
 - p. P-41: Main Settling Tank (South Mills), August 24, 1989 – located in Phase II-12 BPA
 - q. P-42: Five Sand Filters (South Mills), August 24, 1989 – located in Phase II-12 BPA
 5. Phase II Business Park, Construction Completion Report (CCR) for Metal-Impacted Hotspots (C915198B, C, E, & K), January 2014
 6. Phase I-III Business Park, CCR for Railroad Realignment (C915197, C915198, & C915199), December 2013
 7. Phase II Business Park, IRM Work Plan (II-2, II-3, II-5, & II-11) (C915198B, C, E, & K), July 2013
 8. Phase II Business Park, RI/AA Report (C915198), March 2012
 9. Phase II Business Park, SMP (C915198 through C915198L), January 2014
 10. URS Phase I Environmental Site Assessment Report for 200 Acre Brownfield Redevelopment Site (later know as Phase II and III Business Parks), June 2002
 11. URS Phase I Environmental Site Assessment Report for Parcel B (later know as Phase I Business Park), March 2001

BROWNFIELD CLEANUP AGREEMENTS (BCAs):

1. Phase II Business Park, Original BCA, March 14, 2007
2. Phase II Business Park, BCA (C915198I), August 22, 2012
3. Phase II Business Park, BCA Amendment (C915198I), April 18, 2018

ENVIRONMENTAL REPORTS

1. Phase I-III Business Park, Interim Remedial Measure (IRM) Work Plan for Railroad Realignment (C915197, C915198, & C915199), October 2010
2. Phase I-III Business Park, Construction Completion Report (CCR) for Railroad Realignment (C915197, C915198, & C915199), December 2013
3. Phase II Business Park, Remedial Investigation/Alternatives Analysis (RI/AA) Report (C915198), March 2012
4. Phase II Business Park, Site Management Plan (SMP) (C915198 through C915198I), January 2014
5. Environmental Due Diligence Review: Former Bethlehem Steel Parcel II-9, Lackawanna, NY (LaBella Project #2192881)
6. Opinion of Environmental Condition dated July 15, 2021 by Benchmark Civil/Environmental Engineering & Geology, PLLC (Thomas H. Forbes, P.E.).

FOR COUNTY USE ONLY

C1. SWIS Code

140900

C2. Date Deed Recorded

10/7/21

C3. Book

11358

C4. Page

7767

New York State Department of
Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

Page 1 of 2

PROPERTY INFORMATION

1. Property Location Pt 2303 Hamburg Turnpike(see map)
 * STREET NUMBER * STREET NAME
 Lackawanna 14218
 * CITY OR TOWN * ZIP CODE

2. Buyer Name BLD VII, LLC
 * LAST NAME/COMPANY FIRST NAME
 LAST NAME/COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form) BLD VII, LLC
 * LAST NAME/COMPANY FIRST NAME
 STREET NUMBER AND NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☒ Part of a Parcel (Only If Part of a Parcel) Check as they apply:
 4A. Planning Board with Subdivision Authority Exists ☐
 4B. Subdivision Approval was Required for Transfer ☐
 4C. Parcel Approved for Subdivision with Map Provided ☐

5. Deed Property Size * FRONT FEET X * DEPTH OR 8.36 * ACRES
 4B. Subdivision Approval was Required for Transfer ☐
 4C. Parcel Approved for Subdivision with Map Provided ☐

6. Seller Name Buffalo and Erie County Industrial Land Development
 * LAST NAME/COMPANY FIRST NAME
 Corporation FIRST NAME
 LAST NAME/COMPANY FIRST NAME

*7. Select the description which most accurately describes the use of the property at the time of sale:
 D. Non-Residential Vacant Land

Check the boxes below as they apply:
 8. Ownership Type is Condominium ☐
 9. New Construction on a Vacant Land ☐
 10A. Property Located within an Agricultural District ☐
 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District ☐

SALE INFORMATION

11. Sale Contract Date 01/28/2021

* 12. Date of Sale/Transfer 10/07/2021

* 13. Full Sale Price 209,000.00
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal property included in the sale 0.00
 Quit Claim Deed

15. Check one or more of these conditions as applicable to transfer:
☐ A. Sale Between Relatives or Former Relatives
☐ B. Sale between Related Companies or Partners in Business
☐ C. One of the Buyers is also a Seller
☒ D. Buyer or Seller is Government Agency or Lending Institution
☒ E. Deed Type not Warranty or Bargain and Sale (Specify Below)
☐ F. Sale of Fractional or Less than Fee Interest (Specify Below)
☐ G. Significant Change in Property Between Taxable Status and Sale Dates
☐ H. Sale of Business is Included in Sale Price
☐ I. Other Unusual Factors Affecting Sale Price (Specify Below)
☐ J. None

*Comment(s) on Condition:

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) 21

* 17. Total Assessed Value 2,725,000

* 18. Property Class 714

* 19. School District Name Lackawanna City

* 20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional Identifier(s))
 141.11-1-48.13 (pt of) (see attached map)

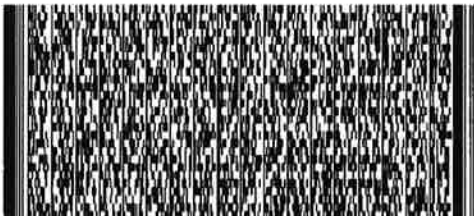
CERTIFICATION

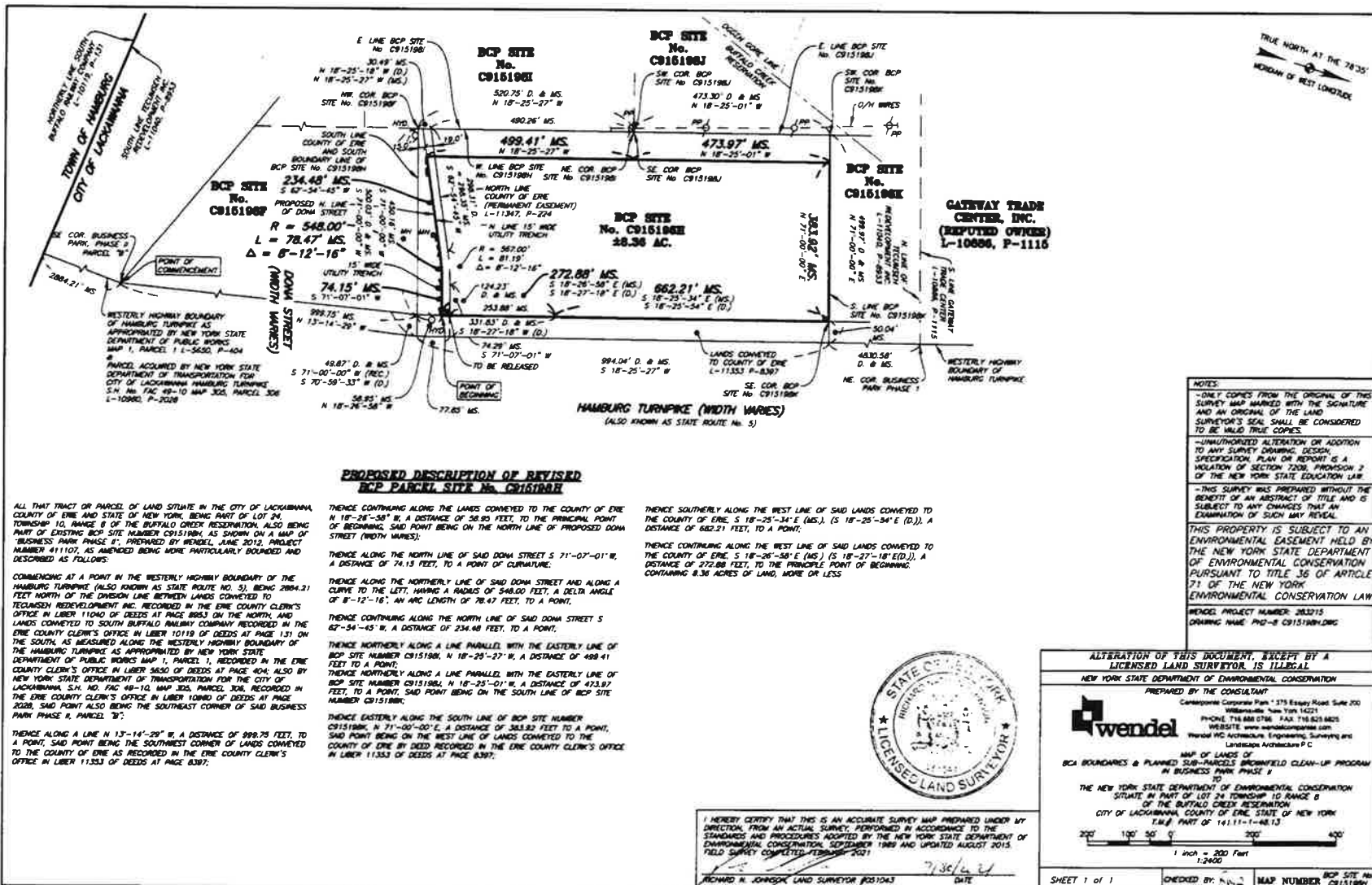
I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

Butterfield and Erie County Industrial Land Development Corporation
 SELLER SIGNATURE
 By: [Signature] DATE 10/5/21
 BLD VII, LLC
 BUYER SIGNATURE
 By: [Signature] DATE 10/5/21

BUYER CONTACT INFORMATION
 (Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

Montante Michael
 * LAST NAME FIRST NAME
 (716) 834-5000
 * AREA CODE * TELEPHONE NUMBER (Ex. 9099999)
 100 Corporate Parkway, Suite
 * STREET NUMBER * STREET NAME
 Amherst NY 14226
 * CITY OR TOWN * STATE * ZIP CODE
 BUYER'S ATTORNEY
 Hassinger Susan
 * LAST NAME FIRST NAME
 (716) 834-5000
 * AREA CODE * TELEPHONE NUMBER (Ex. 9099999)





**CONSENT RESOLUTION
OF THE
SOLE MEMBER[S] OF
BLD VII, LLC**

WHEREAS, the undersigned, being the sole member ("**Member**") of BLD VII, LLC, a New York limited liability company ("**Company**") hereby authorizes the actions expressed in the resolutions set forth below:

NOW, THEREFORE, the undersigned hereby declares that the actions expressed in the following resolutions are taken by the Member[s] of the Company as of the 1st day of January, 2021.

Change the name of the Company from BLD VII, LLC to Renaissance 8, LLC and amend the Articles of Organization to reflect the name change.

WHEREAS, the Member is the sole member of the Company and the Operating Agreement of the Company authorizes the Member of the Company, acting on behalf and for the benefit of the Company, to conduct any lawful business and to generally execute any and all documents, instruments and papers, and to do and perform any and all acts or deeds, which are or become necessary, proper, convenient or desirable in connection therewith;

WHEREAS, it is proposed that the Company amend its Articles of Organization to change its name to "Renaissance 8, LLC" by preparing a Certificate of Amendment to Articles of Organization and submitting same for filing with the New York State Department of State ("Documents") relating to name change;

NOW, THEREFORE, BE IT RESOLVED, that the Member, for and on behalf of the Company hereby approves the execution and delivery of the Documents and the Company's amendment of its Articles of Organization as described in the Documents.

RESOLVED, FURTHER, that any and all actions taken by the Company and/or the Member in connection with any of the transactions described in the Documents are hereby ratified and confirmed in all respects.

RESOLVED, FURTHER, that the Member, acting in his capacity as the sole member of the Company, is hereby authorized, empowered and directed, for an on behalf of the Company, to negotiate, modify or change any and all provisions of the Documents, and to consummate the transactions contemplated in the Documents, and to negotiate, prepare, modify, change, execute and deliver any and all documents, instruments and papers, and to do and perform any and all acts or deeds, which are or become necessary, proper, convenient or desirable in order for the Company to enter into such transactions.

BLD VII, LLC

By: Uniland Ventures, LLC

By: Uniland QOZ Fund, LLC, Sole Member

By: Uniland Development I, LLC, Sole Member

By: Uninvest I Corporation, Managing Member

By:


Michael J. Montante, President

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF

BLD VII, LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

BLD VII, LLC

If the name of the limited liability company has been changed, the name under which it was organized is:

SECOND: The date of filing of the articles of organization is: March 28, 2005

THIRD: The amendment effected by this certificate of amendment is as follows: (Set forth each amendment in a separate paragraph providing the subject matter and full text of each amended paragraph. For example, an amendment changing the name of the limited liability company would read as follows: Paragraph *First* of the Articles of Organization relating to *the limited liability company name* is hereby amended to read as follows: *First: The name of the limited liability company is ... (new name) ...*)

Paragraph 1 of the Articles of Organization relating to

the name of the limited liability company

is hereby amended to read as follows:

1. The name of the limited liability company is
Renaissance 8, LLC.

X 
(Signature)

Michael J. Montante, President of Managing Member
(Type or print name) of Uniland Ventures, LLC, Sole
Member

Capacity of signer (Check appropriate box):

- ☒ Member
☐ Manager
☐ Authorized Person

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF

BLD VII, LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

Filed by: Susan M. Hassinger, Esq.
(Name)
100 Corporate Parkway, Suite 500
(Mailing address)
Amherst, New York 14226
(City, State and Zip code)

NOTE: This form was prepared by the New York State Department of State for filing a certificate of amendment of a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$60 filing fee made payable to the Department of State.

(For office use only.)

STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV



KATHY HOCHUL
GOVERNOR

ROBERT J. RODRIGUEZ
ACTING SECRETARY OF STATE

Filer: SUSAN M. HASSINGER, ESQ., UNILAND DEVELOPMENT CO.
100 CORPORATE PARKWAY
SUITE 500
AMHERST, NY, 14226, USA

Your document has been filed by the Department of State.

We have attached the official filing receipt and related document(s) for the following entity:

DOS ID: 3182733
Entity Name: RENAISSANCE 8, LLC
Statement Due Date: 03/31/2023

- Retain this letter and attachment(s) for your records. The Department of State does not mail additional copies of the filing receipt or related attachment(s).
- Limited Liability Companies are required to file a Biennial Statement with the Department of State. To receive an email notice when the Biennial Statement is due, provide an email address at the Department of State's Email Address Submission/Update Service. <https://filing.dos.ny.gov/eBiennialWeb/>

Contact Information

- Department of State: Email the Division of Corporations at corporations@dos.ny.gov.
- Department of Taxation and Finance: Visit <https://www.tax.ny.gov/help/contact> for self-help options and telephone numbers.



Department
of State

**NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT**

ENTITY NAME : RENAISSANCE 8, LLC
DOCUMENT TYPE : CERTIFICATE OF AMENDMENT
ENTITY TYPE : DOMESTIC LIMITED LIABILITY COMPANY

DOS ID : 3182733
FILE DATE : 09/04/2021
FILE NUMBER : 220211000140
TRANSACTION NUMBER : 202109040000065-180404
EXISTENCE DATE :
DURATION/DISSOLUTION : PERPETUAL
COUNTY : ERIE



SERVICE OF PROCESS ADDRESS : THE LLC
100 CORPORATE PKWY, STE 500
AMHERST, NY, 14226, USA
FILER : SUSAN M. HASSINGER, ESQ., UNILAND DEVELOPMENT CO.
100 CORPORATE PARKWAY, SUITE 500
AMHERST, NY, 14226, USA

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100001066154

TOTAL FEES:	\$60.00	TOTAL PAYMENTS RECEIVED:	\$60.00
FILING FEE:	\$60.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$60.00
CERTIFIED COPY:	\$0.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$0.00
EXPEDITED HANDLING:	\$0.00	REFUND DUE:	\$0.00

2022 CITY OF LACKAWANNA TAX BILL

Bill No. 12959

Fiscal Year: 08/01/22 to 07/31/23

Warrant Date: 08/01/22

MAKE CHECKS PAYABLE TO:
CITY OF LACKAWANNA
714 RIDGE RD ROOM 211
LACKAWANNA, NY 14218

TO PAY IN PERSON:
CITY OF LACKAWANNA
714 RIDGE RD ROOM 211
LACKAWANNA, NY 14218

SWIS Tax Map#
140900 141.15-1-6
Property Location: 8 DONA ST
Town/Village Name: City of Lackawanna

BLD, VII, LLC
100 CORPORATE PKWY
AMHERST, NY 14226



Property Class: 400
Roll Sect: 1
Parcel Dimensions: 8.36 acres

Account No.: 6835
Bank Code:

Estimated State Aid: 0.00

PROPERTY TAXPAYER'S BILL OF RIGHTS:

The assessor estimates the Full Market Value of this property as of 12/01/21 was:

232,222

The Total Assessed Value of this property is:

209,000

The Uniform Percentage of Value used to establish assessments in your municipality was:

90.00

A publication entitled 'Contesting Your Assessment in New York State' is available at the Assessor's office or online at www.tax.ny.gov. Please note that the period for filing complaints on this assessment has passed. Apply for 3rd Party notification by contacting the Tax Collector, Town Assessor, or County Real Property Tax Office. If you are over 65, you may be eligible for a senior citizen exemption. For information, contact your Assessor's office. You MUST apply by December 2nd of 2022 for the next year's tax cycle.

Exemption	Value	Tax Purpose	Full Value Estimate	Exemption	Value	Tax Purpose	Full Value Estimate
-----------	-------	-------------	---------------------	-----------	-------	-------------	---------------------

Property Taxes

Taxing Purpose
CITY TAX

Total
Tax Levy
12,720,147.31

% Chg From
Prior Yr
1.3640

Taxable
Value
209,000

Tax Rate
per \$1000
16.7500

Tax Amount
3,500.75

TOTAL TAXES:

3,500.75

35.01

+ 3535.76

RETURN THE ENTIRE BILL WITH PAYMENT AND PLACE A CHECK MARK IN THIS BOX [] IF YOU WANT A RECEIPT OF PAYMENT. THE RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT.

City of Lackawanna

Bill No. 12959

Tax Map: 140900 141.15-1-6
Location: 8 DONA ST

Owner: BLD, VII, LLC
100 CORPORATE PKWY
AMHERST, NY 14226

2nd Install Due By 01/31/23:

1,750.37



City of Lackawanna

Bill No. 12959

Tax Map: 140900 141.15-1-6
Location: 8 DONA ST

Owner: BLD, VII, LLC
100 CORPORATE PKWY
AMHERST, NY 14226

1st Install Due By 08/31/22:

1,750.38

+ 270 35.01



Treasurer's Office 716-827-6471

Assessor's Office 716-827-6473

Office Hours Monday – Friday 9am-4pm (Wednesdays July and August 9am-11:45am)

Please examine this bill carefully and see that the description is correct. The Collector of taxes is not responsible for clerical errors, omissions or errors caused by taxpayers paying on the wrong parcel. Any omissions will not bar the charging of fees on taxes paid after the time limit. Notify the Assessor of any error in name or property description.

****With your Taxpayers Bill of Rights, you have the right to seek a reduction of assessment in the future. For further information, ask your Assessor for the booklet "How to file a complaint on your assessment". Note that the period for filing complaints for this current bill has passed.**

Third party notice: If you are over 65 or disabled and own and occupy a one, two, or three family residential property, you may designate another consenting adult to receive a duplicate copy of your tax bills and notices of unpaid taxes. Applications for third party notices may be obtained from your Assessor's Office and must be filed by November 1.

Exemptions: You may be eligible for a Senior Citizens exemption (65 years and older) income based, limited income disability, STAR and/or Veterans exemption on next year's tax. Exemption filing time is August 15- December 2. Applications may be obtained from the Assessor's Office during this filing period.

****If your bank is responsible for payment of this bill contact them immediately.****

If you no longer own this property, please forward this bill to the new owner, or return it to this office with proper information.

Please notify the Assessor's Office, in writing, if your mailing address has changed. 714 Ridge Rd room 213, Lackawanna, NY 14218

*****USPS POSTMARK DATE IS CONSIDERED PAYMENT DATE. NO PARTIAL PAYMENTS ACCEPTED *****

	City of Lackawanna
Total operating budget:	\$30,232,629
Anticipated Revenue:	
Exemption removals	\$64,055
In lieu of taxes	\$351,063
State Aid	\$ 6,537,720
Sales Tax	\$ 6,538,281
Appropriated Fund Balance	\$ 1,650,000
Other Sources	\$ 2,450,999
Total Revenue	\$17,597,676
Amount to be raised by taxes	\$12,720,898
Tax Rates:	\$16.75

User Fee per unit : \$254.00

2nd Half City of Lackawanna Tax 2022-23
Fiscal Year August 1, 2022- July 31, 2023

Payment due January 31, 2023

Interest to Second Half City tax:	February 1 – February 28, 2023	2.0%
	March 1 – March 31, 2023	4.0%
	April 1 – May 1, 2023	6.0%
	May 2 – May 31, 2023	8.0%

1st Half City of Lackawanna Tax 2022-23
Fiscal Year August 1, 2022- July 31, 2023

Payment due August 31, 2022

Interest to First Half City Tax:	September 1 – September 30, 2022	2.0%
	October 1 – October 31, 2022	4.0%
	November 1 – November 30, 2022	6.0%
	December 1 – January 3, 2023	8.0%

Department of State

Division of Corporations

Entity Information

[Return to Results](#)[Return to Search](#)

Entity Details

ENTITY NAME: RENAISSANCE 8, LLC**DOS ID:** 3182733**FOREIGN LEGAL NAME:****FICTITIOUS NAME:****ENTITY TYPE:** DOMESTIC LIMITED LIABILITY COMPANY**DURATION DATE/LATEST DATE OF DISSOLUTION:****SECTION OF LAW:** 203 LLC - LIMITED LIABILITY COMPANY LAW**ENTITY STATUS:** ACTIVE**DATE OF INITIAL DOS FILING:** 03/28/2005**REASON FOR STATUS:****EFFECTIVE DATE INITIAL FILING:****INACTIVE DATE:****FOREIGN FORMATION DATE:****STATEMENT STATUS:** CURRENT**COUNTY:** ERIE**NEXT STATEMENT DUE DATE:** 03/31/2023**JURISDICTION:** NEW YORK, UNITED STATES**NFP CATEGORY:**[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: THE LLC**Address:** 100 CORPORATE PKWY, STE 500, AMHERST, NY, UNITED STATES, 14226

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

EXHIBIT D (6 pages)

Stock information

Share Value	Number Of Shares	Value Per Share
100	100	1.00
200	200	2.00
300	300	3.00
400	400	4.00
500	500	5.00
600	600	6.00
700	700	7.00
800	800	8.00
900	900	9.00
1000	1000	10.00

Department of State

Division of Corporations

Entity Name History

[Return to Results](#)[Return to Search](#)

Entity Details

ENTITY NAME: RENAISSANCE 8, LLC**DOS ID:** 3182733**FOREIGN LEGAL NAME:****FICTITIOUS NAME:****ENTITY TYPE:** DOMESTIC LIMITED LIABILITY COMPANY**DURATION DATE/LATEST DATE OF DISSOLUTION:****SECTION OF LAW:** 203 LLC - LIMITED LIABILITY COMPANY LAW**ENTITY STATUS:** ACTIVE**DATE OF INITIAL DOS FILING:** 03/28/2005**REASON FOR STATUS:****EFFECTIVE DATE INITIAL FILING:****INACTIVE DATE:****FOREIGN FORMATION DATE:****STATEMENT STATUS:** CURRENT**COUNTY:** ERIE**NEXT STATEMENT DUE DATE:** 03/31/2023**JURISDICTION:** NEW YORK, UNITED STATES**NFP CATEGORY:**[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

Search

File Date

Document Type

Entity Name

File Number

03/28/2005

ARTICLES OF ORGANIZATION

BLD VII, LLC

050328000105

09/04/2021

CERTIFICATE OF AMENDMENT

RENAISSANCE 8, LLC

220211000140

Rows per page:

5

1-2 of 2

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>

Department of State

Division of Corporations

Entity Filing History

[Return to Results](#)[Return to Search](#)

Entity Details

ENTITY NAME: RENAISSANCE 8, LLC**DOS ID:** 3182733**FOREIGN LEGAL NAME:****FICTITIOUS NAME:****ENTITY TYPE:** DOMESTIC LIMITED LIABILITY COMPANY**DURATION DATE/LATEST DATE OF DISSOLUTION:****SECTION OF LAW:** 203 LLC - LIMITED LIABILITY COMPANY LAW**ENTITY STATUS:** ACTIVE**DATE OF INITIAL DOS FILING:** 03/28/2005**REASON FOR STATUS:****EFFECTIVE DATE INITIAL FILING:****INACTIVE DATE:****FOREIGN FORMATION DATE:****STATEMENT STATUS:** CURRENT**COUNTY:** ERIE**NEXT STATEMENT DUE DATE:** 03/31/2023**JURISDICTION:** NEW YORK, UNITED STATES**NFP CATEGORY:**[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

Search

File Date	Cert Code	Document Type	Description/Amended Information	Page Count	File Number
09/04/2021	02	CERTIFICATE OF AMENDMENT	TRUE NAME	5	220211000140
03/11/2021	32	BIENNIAL STATEMENT		1	210311060518
03/12/2019	32	BIENNIAL STATEMENT		1	190312060420
03/07/2017	32	BIENNIAL STATEMENT		1	170307006804
03/27/2015	32	BIENNIAL STATEMENT		1	150327006089

Rows per page:

5

1-5 of 12

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>

RENAISSANCE 8, LLC
Formerly known as BLD VII, LLC
CONSENT OF SOLE
MEMBER AND MANAGER

THE UNDERSIGNED, being the sole Member and the Manager of RENAISSANCE 8, LLC, formerly known as BLD VII, LLC, a New York limited liability company (the "**Company**"), hereby takes the following actions and consents to the adoption of the following resolutions:

WHEREAS, the Member and Manager have determined that it is advisable and in the best interest of the Company to appoint an authorized agent to act on behalf of and bind the Company;

NOW THEREFORE, be it

RESOLVED, that the Company, acting by and through its sole Member and Manager, be, and it hereby does, authorize its appointed authorized agent, **Michael J. Montante**, to enter into on behalf of, and bind the Company to, a Brownfields Cleanup Program Application to Amend Brownfield Cleanup Agreement and Amendment for BCP Site C915198H – Site II-8 Tecumseh Phase II Business Park; and be it further

RESOLVED, that Michael J. Montante, as authorized agent of the Company, be, and hereby is, acting alone, authorized, empowered and directed to approve the form, terms and conditions of, and to make, execute and deliver in the name and on behalf of the Company, all such Brownfields Cleanup Program Application to Amend Brownfield Cleanup Agreement and Amendment for BCP Site C915198H – Site II-8 Tecumseh Phase II Business Park and all such otherwritten instruments, documents, certificates, agreements, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, and other instruments of whatever nature entered into by the Company and generally to do all such other acts and things as may be necessary or appropriate; and be it further

RESOLVED, that all acts done in the name of, and all documents signed and agreements entered into on behalf of, the Company by the authorized agent pursuant to the authority granted by this Consent resolution shall be binding on the Company until the same is withdrawn by giving written notice thereof; and be it further

SPECIMEN: the signature appearing below is a true specimen of the authorized agent's signature:

Name of Authorized Agent Signature

Michael J. Montante

A handwritten signature in black ink, appearing to read "Michael J. Montante", written over a horizontal line.

RESOLVED, that all actions heretofore taken by the Company or the sole Member or the Manager or the authorized agent thereof in furtherance of the foregoing be, and the same hereby are, in all respects ratified, adopted and approved.

IN WITNESS WHEREOF, the undersigned has duly executed this Consent as of October 1, 2022.

SOLE MEMBER and MANAGER:

UNILAND VENTURES, LLC

By: Uniland QOZ Fund, LLC, Managing Member

By: Uniland Development I, LLC, Managing Member

By: Univest I Corporation, Managing Member

By:

A handwritten signature in black ink, appearing to read "Michael J. Montante", written over a horizontal line.

Michael J. Montante
President and CEO