



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

☒ Amendment to [check one or more boxes below]

- ☒ Add
- ☐ Substitute
- ☐ Remove
- ☐ Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? ☐ Yes ☒ No

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

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

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

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

☐ Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:

This Amendment adds Time Release Sciences, Inc. ("TRS") to the Brownfield Site Cleanup Agreement for BCP Site C915198I (the "Site"). Time Release Properties, LLC remains the Site owner and a party to the Brownfield Cleanup Agreement.

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

Section I: Existing Agreement Information

BCP SITE NAME: Site II-9 Tecumseh Phase II Business Park

BCP SITE NUMBER: C915198I

NAME OF CURRENT APPLICANT(S): Tecumseh Redevelopment, Inc., Buffalo and Erie County Industrial Land Development Corporation, and Time Release Properties, LLC

INDEX NUMBER OF EXISTING AGREEMENT: B9-0696-05-06(B)

DATE OF EXISTING AGREEMENT: 3/14/2007

Section II: New Requestor Information (if no change to Current Applicant, skip to Section V)

NAME Time Release Sciences, Inc.

ADDRESS 1200 Northland Avenue

CITY/TOWN Buffalo

ZIP CODE 14215

PHONE (716) 895-6100

FAX

E-MAIL rlaughlin@tmptech.com

Is the requestor authorized to conduct business in New York State (NYS)?



Yes



No

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

NAME OF NEW REQUESTOR'S REPRESENTATIVE Robert Laughlin

ADDRESS 1200 Northland Avenue

CITY/TOWN Buffalo

ZIP CODE 14215

PHONE (716) 895-6100

FAX

E-MAIL rlaughlin@tmptech.com

NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Thomas Forbes

ADDRESS Benchmark Environmental Engineering & Science, 2558 Hamburg Turnpike

CITY/TOWN Buffalo

ZIP CODE 14218

PHONE 716-856-0599

FAX 716-856-0635

E-MAIL tforbes@benchmarkturnkey.com

NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) John T. Kolaga, Esq.

ADDRESS Rupp Baase Pfalzgraf Cunningham LLC, 1600 Liberty Building

CITY/TOWN Buffalo

ZIP CODE 142020

PHONE (716) 854-3400

FAX

E-MAIL Kolaga@ruppbaase.com

Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached?



Yes



No

Describe Requestor's Relationship to Existing Applicant:

Time Release Sciences, Inc. (requestor) is an affiliated entity of Time Release Properties, LLC. Requestor has no relationship with other applicants. Time Release Sciences, Inc. will be a lessee and will have a leasehold interest in the Site.

Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)

OWNER'S NAME (if different from requestor) Time Release Properties, LLC

ADDRESS 1200 Northland Avenue

CITY/TOWN Buffalo

ZIP CODE 14215

PHONE (716) 895-6100

FAX

E-MAIL rlaughlin@tmptech.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.

Requestor's Relationship to Property (check one):

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

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

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

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

ADDRESS

CITY/TOWN

ZIP CODE

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

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

Check appropriate boxes below:

☐

Changes to metes and bounds description or TBL correction

☐

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

Approximate acreage added: _____

ADDITIONAL PARCELS:

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

☐

Reduction of property

Approximate acreage removed: _____

PARCELS REMOVED:

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

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

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

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<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: Site II-9 Tecumseh Phase II Business Park	BCP SITE NUMBER: C9151981
NAME OF CURRENT APPLICANT(S): Tecumseh Redevelopment, Inc. Buffalo and Erie County Industrial Land Development Corporation, and Time Release Properties, LLC	
INDEX NUMBER OF EXISTING AGREEMENT: B9-0696-05-06(B)	
EFFECTIVE DATE OF EXISTING AGREEMENT: March 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)

(Individual)

I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am (title President) of (entity Time Release Sciences, Inc.); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

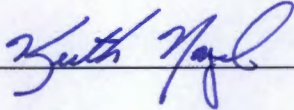
Date: 7/7/2020 Signature: Robert J. Laughlin

Print Name: Robert J. Laughlin


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

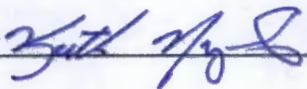
(Individual)

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: July 1, 2020 Signature: 
Print Name: KEITH NAGEL

(Entity)

I hereby affirm that I am Vice President, Environmental Affairs & Real Estate (title) of Tecumseh Redevelopment, Inc. (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.  signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: July 1, 2020 Signature: 
Print Name: Keith Nagel

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

☐

PARTICIPANT

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

☒

VOLUNTEER

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

Effective Date of the Original Agreement:

Signature by the Department:

DATED:

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Michael J. Ryan, P.E., Director
Division of Environmental Remediation

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 (title) of Time Release Properties, 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: 7/7/2020 Signature: Robert J. Laughlin

Print Name: Robert J. Laughlin

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

<input type="checkbox"/> 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.	<input checked="" type="checkbox"/> 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.
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Effective Date of the Original Agreement:

Signature by the Department:

DATED:

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Michael J. Ryan, P.E., Director
Division of Environmental Remediation

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)

Buffalo and Erie County
Industrial Land
Development Corp.

I hereby affirm that I am _____ (title) of _____ (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: 7/8/2020 Signature: John Cappellino

Print Name: John Cappellino

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

☐

PARTICIPANT

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

☒

VOLUNTEER

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

Effective Date of the Original Agreement:

Signature by the Department:

DATED:

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Michael J. Ryan, P.E., Director
Division of Environmental Remediation

SUBMITTAL INFORMATION:

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

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

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER: _____

EXHIBIT A

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through June 22, 2020.

Selected Entity Name: TIME RELEASE SCIENCES, INC.

Selected Entity Status Information

Current Entity Name: TIME RELEASE SCIENCES, INC.

DOS ID #: 3047151

Initial DOS Filing Date: APRIL 29, 2004

County: ERIE

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

TIME RELEASE SCIENCES, INC.
1200 NORTHLAND AVENUE
BUFFALO, NEW YORK, 14215

Chief Executive Officer

ROBERT J. LAUGHLIN
TMP TECHNOLOGIES INC
1200 NORTHLAND AVENUE
BUFFALO, NEW YORK, 14215

Principal Executive Office

TIME RELEASE SCIENCES, INC.
205 DINGENS STREET
BUFFALO, NEW YORK, 14206

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
200	No Par Value	

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAY 04, 2004	Actual	TIME RELEASE SCIENCES, INC.
APR 29, 2004	Actual	TRS PACKAGING, INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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EXHIBIT B

**UNANIMOUS WRITTEN CONSENT
OF
THE MEMBERS
OF
TIME RELEASE PROPERTIES, LLC**

The undersigned, being all of the Members of **TIME RELEASE PROPERTIES, LLC**, a limited liability company (the "Company") organized and existing under the laws of the State of New York, do hereby unanimously consent to the following resolutions, and that such action be taken without a meeting, pursuant to the Limited Liability Laws of the State of New York.

WHEREAS the Company enter into a Brownfield Cleanup Agreement and amendments ("BCA"), other documents, agreements, applications, and certifications to and for such BCA required by the New York Department of Environmental Conservation ("DEC") relating to a certain Brownfield Cleanup Program, Site No. C-915198I, sometimes called Parcel II-9, in the Tecumseh Phase II Business Park (hereinafter called "Parcel II-9") and/or relating to Site No. C-915198J, sometimes called Parcel II-10 (hereinafter called "Parcel II-10");

WHEREAS the Company is a holder to the Certificate of Completion for Parcel II-10 ("COC"); and

WHEREAS in order to take advantage of certain tax benefits, Time Release Sciences, Inc. ("TRS") would like to become a signatory to such BCA and a holder of the COC.

NOW, THEREFORE, be it resolved that:

1) The Company agrees to allow TRS to become a signatory to such BCA and a holder of the COC;

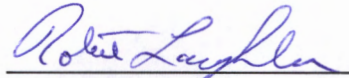
2) The Company has the authority to enter into any such documents, agreements, applications and certifications required to allow TRS to become a signatory to such BCA and a holder of the COC ("Adding TRS as Party");

3) Members Robert Laughlin and Kirk Dorn, and each of them acting alone, are hereby authorized and directed to take all actions deemed appropriate by them, in their sole discretion, in order to complete any documentation, certifications or submissions requested by the DEC or any other party relating to Adding TRS as Party; and

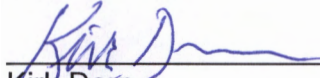
4) This Consent may be signed on different counterparts by different parties, all of which counterparts when taken together shall be deemed to be a complete Consent. After this Consent is signed by a party or parties hereto, and such Consent has been transmitted by facsimile or e-mail means, such facsimile or e-mail transmission shall be considered for all purposes to be delivered and to be an original.

Dated Effective as of: July 1, 2020

MEMBERS:



Robert Laughlin



Kirk Dorn

**UNANIMOUS WRITTEN CONSENT
OF
THE SHAREHOLDERS AND DIRECTORS
OF
TIME RELEASE SCIENCES, INC.**

We, the undersigned, being all of the members of the Board of Directors and the sole Shareholder of **TIME RELEASE SCIENCES, INC. ("TRS")**, and pursuant to the by-laws of said corporation and Sections 708 and 615 of the Business Corporation Law of the State of New York, do hereby consent to the following resolutions, and that such action be taken without a meeting:

WHEREAS Time Release Properties, LLC ("TRP"), enter into a Brownfield Cleanup Agreement and amendments ("BCA"), other documents, agreements, applications, and certifications to and for such BCA required by the New York Department of Environmental Conservation ("DEC") relating to a certain Brownfield Cleanup Program, Site No. C-915198I, sometimes called Parcel II-9, in the Tecumseh Phase II Business Park (hereinafter called "Parcel II-9") and/or relating to Site No. C-915198J, sometimes called Parcel II-10 (hereinafter called "Parcel II-10");

WHEREAS TRP is a holder to the Certificate of Completion for Parcel II-10 ("COC");

WHEREAS in order to take advantage of certain tax benefits, TRS would like to become a signatory to such BCA and a holder of the COC.

NOW, THEREFORE, be it resolved that:

1) TRS has the authority to enter into, be a signatory to, and be bound by the BCA and become a holder of the COC and has the authority to enter into and be bound by any such documents, agreements, applications and certifications relating to the BCA and the COC;

2) Robert Laughlin, President, and Kirk Dorn, Vice President, officers of TRS, and each of them acting alone, are hereby authorized and directed to take all actions deemed appropriate by them, in their sole discretion, in order for TRS to enter into, be a signatory to, and be bound by the BCA and become a holder of the COC; and

3) This Consent may be signed on different counterparts by different parties, all of which counterparts when taken together shall be deemed to be a complete Consent. After this Consent is signed by a party or parties hereto, and such Consent has been transmitted by facsimile or e-mail means, such facsimile or e-mail transmission shall be considered for all purposes to be delivered and to be an original.

(Signatures on Following Page)

Dated Effective As of: July 1, 2020

TMP ACQUISITIONS INC., Sole
Shareholder

By Robert Laughlin
Robert Laughlin, President

Robert Laughlin
Robert Laughlin, Director

Kirk Dorn
Kirk Dorn, Director

Paul T. Nesper
Paul T. Nesper, Director

EXHIBIT C

Brownfield Cleanup Program

Application to Amend Brownfield Cleanup Program Agreement and Amendment

Certification

Volunteer Certification: Time Release Sciences, Inc. ("TRS") has appropriately answered "no" to all the eligibility questions within Section IV of this application and hereby certifies that it is a volunteer and that its liability arises solely as a result of involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

TRS, being the New Requestor, has and had no current or prior direct or indirect ownership interest or any other interest in any prior owner or operator of the site with the exception of Time Release Properties, LLC, the current owner and Volunteer under the Brownfield Cleanup Agreement for Site C915198I. Time Release Properties, LLC (owner) acquired its fee title interest in the site on December 12, 2019. The site was purchased from the Buffalo and Erie County Industrial Land Development Corporation ("ILDC") who purchased the site from Tecumseh Redevelopment, Inc, ("Tecumseh") also on December 12, 2019.

To date, New Requestor has not undertaken any activity on the site resulting in soil disturbance or otherwise undertaken any activity affecting the soil or groundwater, has taken appropriate care to ensure that there are no continuing releases of contamination on the site, and that there are no threatened future releases of contamination on the site and has prevented human, environmental, or natural resource exposure to any previously released contamination.

As such, New Requestor confirms that its liability arises solely as a result of involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum, and affirms and confirms that New Requestor should be a "Volunteer" as that term is defined in Section 27-1405(1)(b) of the New York Environmental Conservation Law.

EXHIBIT D

June 29, 2020

Mr. Michael Ryan, P.E.
Director
NYSDEC – Division of Environmental Remediation
625 Broadway,
Albany, NY 12233-7020

Re: Tecumseh Phase II Business Park
Site II-9 (C915198I)
Lackawanna, New York

Dear Mr. Ryan:

Please be advised that the Tecumseh Phase II Business Park Site II-9 (the Site), located at 2303 Hamburg Turnpike, in Lackawanna, New York is currently owned by Time Release Properties, LLC. Time Release Properties, LLC is granting full right of access to the Site to Time Release Sciences, Inc. for the purpose of completing remediation and redevelopment of the property under the New York Brownfield Cleanup Program

If you have any questions whatsoever, please do not hesitate to contact me.

Regards,



Robert J. Laughlin
President
Time Release Properties, LLC

July 13, 2020

Ms. Kelly Lewandowski
Site Control Section
New York State Department of Environmental Conservation
Bureau of Technical Support
625 Broadway, 11th Floor
Albany, New York 12233-7020

RECEIVED

JUL 22 2020

Bur. Of Tech. Support

Re: Application to Amend BCA: Site II-9 Tecumseh Phase II Business Park, BCP Site No. C915198I
60-Day Advance Notification of Transfer of COC: Site II-10 Tecumseh Phase II Business Park, BCP Site No. C915198J

Dear Ms. Lewandowski:

On behalf of our Client, Time Release Properties, LLC (TRP), Benchmark Environmental Engineering & Science, PLLC (Benchmark) is herein transmitting Brownfield Cleanup Agreement (BCA) Amendment Application No. 6 for Site II-9 Tecumseh Phase II Business Park, Brownfield Cleanup Program (BCP) Site No. C915198I (BCP Site II-9) and a 60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion (COC), and/or Ownership for Site II-10 Tecumseh Phase II Business Park, BCP Site No. C915198J (BCP Site II-10).

BCA Amendment Application No. 6 is being submitted to add Time Release Sciences, Inc. (TRS) to the Brownfield Site Cleanup Agreement for BCP Site C915198I. TRP remains the owner and a party to the Brownfield Cleanup Agreement for BCP Site II-9.

The 60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion, and/or Ownership is being submitted to add TRS as an additional COC holder; TRP will remain the site owner and also a current COC holder. TRS will be a lessee of TRP and shall have a leasehold interest in the property.

We have also transmitted documents in hard copy format with original signatures to your office via US Mail.

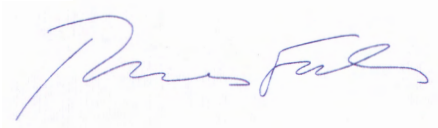
Strong Advocates, Effective Solutions, Integrated Implementation

www.benchmarkturnkey.com

2558 Hamburg Turnpike, Suite 300 | Buffalo, NY 14218
phone: (716) 856-0599 | fax: (716) 856-0583

Please do not hesitate to contact us if you have any questions or require additional information.

Sincerely,
Benchmark Environmental Engineering & Science, PLLC

A handwritten signature in blue ink, appearing to read "Tom Forbes", is displayed on a light blue rectangular background.

Thomas H. Forbes, P.E.
Principal Engineer

cc: R. Laughlin (TRP)
A. Zwack (NYSDEC)
K. Draves, Esq. (NYSDEC)
R. DiGiacomo, Esq. (Nesper, Ferber, DiGiacomo, Johnson & Grimm, LLP)
J. Kolaga (Rupp, Baase, Pfalzgraf, and Cunningham, LLC)
K. Nagel (Tecumseh Redevelopment)
J. Cappellino (Buffalo and Erie County Industrial Land Development Corp)
R. Murray (Harris Beach)
C. Bukowski (Benchmark)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



**60-Day Advance Notification of Site Change of Use, Transfer of
Certificate of Completion, and/or Ownership**
Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

RECEIVED

JUL 22 2020

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To be submitted at least 60 days prior to change of use to:

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

I. Site Name: Site II-10 Tecumseh Phase II Business Park DEC Site ID No. C915198J

II. Contact Information of Person Submitting Notification:

Name: Robert Laughlin
Address1: Time Release Properties, LLC
Address2: 1200 Northland Avenue, Buffalo, New York, 14215
Phone: (716) 895-6100 E-mail: rlaughlin@tmptech.com

III. Type of Change and Date: Indicate the Type of Change(s) (check all that apply):

- ☐ Change in Ownership or Change in Remedial Party(ies)
☒ Transfer of Certificate of Completion (CoC)
☐ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): Aug 15, 2020

IV. Description: Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

Time Release Properties, LLC (TRP) will transfer the Certificate of Completion (CoC) for Site II-10 Tecumseh Phase II Business Park to Time Release Sciences, Inc. (TRS). Such transfer will add TRS as an additional CoC holder; TRP shall remain the site owner and also a current CoC holder and shall continue to enjoy rights and benefits thereunder. TRS will be a lessee of TRP and shall have a leasehold interest in the property.

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

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

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

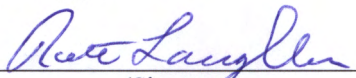
Certifying Party Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

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

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name: 
(Signature)

7/7/2020
(Date)

Robert Laughlin
(Print Name)

Address1: Time Release Properties, LLC

Address2: 1200 Northland Avenue, Buffalo, New York, 14215

Phone: (716) 895-6100 E-mail: rlaughlin@tmptech.com

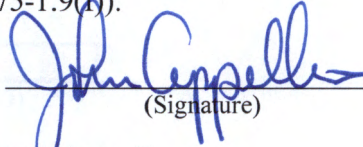
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Name:


(Signature)

7/18/2020

(Date)

John Cappellino

(Print Name)

Address1: Buffalo and Erie County Industrial Land Development Corporation

Address2: 95 Perry Street, No. 403, Buffalo, NY 14203

Phone: (716) 856-6525

E-mail: jcappell@ecidany.com

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Name: _____
(Signature)

(Date)

Robert Laughlin

(Print Name)

Address1: 1200 Northland Avenue

Address2: Buffalo, New York, 14215

Phone: (716) 895-6100 E-mail: rlaughlin@tmptech.com

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Name:

Keith Nagel
(Signature)

7-1-2020
(Date)

Keith Nagel

(Print Name)

Address1: Tecumseh Redevelopment, Inc.

Address2: 4020 Kinross Lakes Parkway, Richfield, Ohio 44286

Phone: (330) 659-9165

E-mail: keith.nagel@arcelormittal.com

Continuation Sheet

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: Robert Laughlin, President

Address1: Time Release Sciences, Inc.

Address2: 1200 Northland Avenue, Buffalo, New York 14215

Phone: 716-895-6100 E-mail: rlaughlin@tmptech.com

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

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Address2: _____

Phone: _____ E-mail: _____