



Department of
Environmental
Conservation

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

SUBMITTAL INSTRUCTIONS:

1. Compile the application package in the following manner:
 - a. one file in non-fillable PDF of the application form plus supplemental information, excluding any previous environmental reports and work plans, if applicable
 - b. if the application requires submittal of previous environmental reports to support the addition of new property, an affordable housing agreement to support the determination for tangible property credits in New York City, or other large files, please include each as a separate PDF.
2. Compress all files (PDFs) into one zipped/compressed folder
3. Submit the application to the Site Control Section either via email or ground mail, as described below.

Please select only ONE submittal method – do NOT submit both email and ground mail.

a. VIA EMAIL:

- Upload the compressed folder to the NYSDEC File Transfer Service (<http://fts.dec.state.ny.us/fts>) or another file-sharing service.
- Copy the download link into the body of an email with any other pertinent information or cover letter attached to the email.
- Subject line of the email: "*Amendment Application NEW - *Site Name* - *Site Code**"
- Email your submission to DERSiteControl@dec.ny.gov – **do NOT copy Site Control staff.**

b. VIA GROUND MAIL:

- Save the application file(s) and cover letter to an external storage device (e.g., thumb drive, flash drive). Do NOT include paper copies of the application or attachments.
- Mail the external storage device to the following address:
Chief, Site Control Section
Division of Environmental Remediation
625 Broadway, 11th Floor
Albany, NY 12233-7020

SITE NAME:	II-11 Tecumseh Phase II Business Park
SITE CODE:	C915198K



Department of
Environmental
Conservation

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

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

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

<input checked="" type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input checked="" type="checkbox"/>	Add applicant(s)
<input type="checkbox"/>	Substitute applicant(s)
<input type="checkbox"/>	Remove applicant(s)
<input type="checkbox"/>	Change in name of applicant(s)
<input checked="" type="checkbox"/>	Amendment to reflect a transfer of title to all or part of the brownfield site:
	a. A copy of the recorded deed must be provided. Is this attached? Yes <input checked="" type="radio"/> No <input type="radio"/>
	b. <input checked="" type="checkbox"/> Change in ownership <input type="checkbox"/> Additional owner (such as a beneficial owner)
	c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? Yes <input checked="" type="radio"/> No <input type="radio"/> Submitted on: _____
<input checked="" type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.
<input type="checkbox"/>	Other (explain in detail below)

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

This Amendment provides for the transfer of BCP Site C915198K to The Uniland Partnership of Delaware L.P. by deed recorded in the Erie County Clerk's Office on July 14, 2022 in Liber 11404 to Deeds at Page 7614. See Exhibit A (Deed). SEE GENERALLY THE ADDENDUM ATTACHED.

Thereafter, The Uniland Partnership of Delaware L.P. contributed BCP Site C915198K to Uniland Ventures, LLC by deed recorded in the Erie County Clerk's Office on December 8, 2022 in Liber 11411 of Deeds at Page 5837. See Exhibit B (Deed to Uniland Ventures, LLC).

Thereafter, Uniland Ventures, LLC contributed BCP Site C915198K to Renaissance 6, LLC by deed recorded in the Erie County Clerk's Office on December 8, 2022 in Liber 11411 of Deeds at Page 5844. See Exhibit C (Deed to Renaissance 6, LLC).

Additionally, the new parcel created at the original acquisition by The Uniland Partnership of Delaware L.P. was assigned a separate SBL number by the City of Lackawanna. Site II-11 now bears SBL NO. (Site Tax Map ID#) 141.15-1-7 and was previously a part of the larger parcel with SBL No. (Site Tax Map ID#) 141.11-1-52. Attached as Exhibit D is a copy of a letter from the Erie County mapper and pertinent tax map patches and the 2022-2023 City of Lackawanna 2023 Assessment Notification with the new SBL noted.

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

BCP SITE NAME: II-11 Tecumseh Phase II Business Park

BCP SITE CODE: C915198K

NAME OF CURRENT APPLICANT(S): Tecumseh Redevelopment, Inc.; Buffalo and Erie County Industrial Land Development Corporation; The Uniland Partnership of Delaware L.P.

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

DATE OF ORIGINAL AGREEMENT: 03/14/2007

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

NAME: Renaissance 6, LLC

ADDRESS: 100 Corporate Parkway, Suite 500

CITY/TOWN: A

ZIP CODE: 14226

PHONE: 716-834-5000

EMAIL: MMontante@uniland.com

REQUESTOR CONTACT: Michael J. Montante

ADDRESS: 100 Corporate Parkway, Suite 500

CITY/TOWN: Amherst

ZIP CODE: 14226

PHONE: 716-834-5000

EMAIL: MMontante@uniland.com

REQUESTOR'S CONSULTANT: Benchmark Civil/Environmental Engineering & Geology, PLLC

CONTACT: Thomas Forbes, P.E.

ADDRESS: 2558 Hamburg Turnpike, Suite 300

CITY/TOWN: Buffalo

ZIP CODE: 14218

PHONE: 716-856-0599

EMAIL: tforbes@benchmarkturnkey.com

REQUESTOR'S ATTORNEY: Susan M. Hassinger, Esq.

CONTACT: Susan M. Hassinger, Esq.

ADDRESS: 100 Corporate Parkway, Suite 500

CITY/TOWN: Amherst

ZIP CODE: 14226

PHONE: 716-834-5000

EMAIL: shassinger@uniland.com

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

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

The Uniland Partnership of Delaware L.P. purchased Site C915198K from the Buffalo and Erie County Industrial Land Development Corporation; thereafter, The Uniland Partnership of Delaware L.P. contributed its interest in the real property known as Site C915198K to Uniland Ventures, LLC in exchange for a membership interest in Uniland Ventures, LLC. Thereafter, Uniland Ventures, LLC contributed its interest in the real property known as Site C915198K to Renaissance 6, LLC. Each of these companies are affiliated entities that share common control and ownership.

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION*Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is:	<input type="checkbox"/> Existing Applicant	<input checked="" type="checkbox"/> New Applicant	<input type="checkbox"/> Non-Applicant
OWNER'S NAME: Renaissance 6, LLC		CONTACT: Michael J. Montante	
ADDRESS: 100 Corporate Parkway, Suite 500			
CITY/TOWN: Amherst		ZIP CODE: 14226	
PHONE: (716) 834-5000	EMAIL: MMontante@uniland.com		
OPERATOR: Renaissance 6, LLC		CONTACT: Michael J. Montante	
ADDRESS: 100 Corporate Parkway, Suite 500			
CITY/TOWN: Amherst		ZIP CODE: 14226	
PHONE: (716) 834-5000	EMAIL: MMontante@uniland.com		

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

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

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input checked="" type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input checked="" type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input checked="" type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	<input type="radio"/>	<input checked="" type="radio"/>
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?	<input type="radio"/>	<input checked="" type="radio"/>
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?	<input type="radio"/>	<input checked="" type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?		<input type="radio"/>	<input checked="" type="radio"/>
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?		<input type="radio"/>	<input checked="" type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?		<input type="radio"/>	<input checked="" type="radio"/>
12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:			
<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 disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.	
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?		N/A <input type="radio"/>	Y <input checked="" type="radio"/> N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply):			
<input type="checkbox"/> Prior Owner <input checked="" type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?		N/A <input checked="" type="radio"/>	Y <input type="radio"/> N <input type="radio"/>

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ADDRESS: 100 Corporate Parkway, Suite 500

CITY/TOWN: Amherst

ZIP CODE: 14226

PHONE: 716-834-5000

EMAIL: MMontante@uniland.com

REQUESTOR CONTACT: Michael J. Montante

ADDRESS: 100 Corporate Parkway, Suite 500

CITY/TOWN: Amherst

ZIP CODE: 14226

PHONE: 716-834-5000

EMAIL: MMontante@uniland.com

REQUESTOR'S CONSULTANT: Benchmark Civil/Environmental Engineering & Geology, PLLC

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ADDRESS: 2558 Hamburg Turnpike, Suite 300

CITY/TOWN: Buffalo

ZIP CODE: 14218

PHONE: 716-856-0599

EMAIL: tforbes@benchmarkturnkey.com

REQUESTOR'S ATTORNEY: Susan M. Hassinger, Esq.

CONTACT: Susan M. Hassinger, Esq.

ADDRESS: 100 Corporate Parkway, Suite 500

CITY/TOWN: A

ZIP CODE: 14226

PHONE: 716-834-5000

EMAIL: shassinger@uniland.com

	Y	N
1. Is the requestor authorized to conduct business in New York State?	<input checked="" type="radio"/>	<input type="radio"/>
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ADDRESS: 100 Corporate Parkway, Suite 500			
CITY/TOWN: Amherst		ZIP CODE: 14226	
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ADDRESS: 100 Corporate Parkway, Suite 500			
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SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION		
Complete this section only if adding new requestor(s). Attach additional pages if necessary.		
If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.		
	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input checked="" type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input checked="" type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input checked="" type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	<input type="radio"/>	<input checked="" type="radio"/>
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?	<input type="radio"/>	<input checked="" type="radio"/>
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?	<input type="radio"/>	<input checked="" type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?		<input type="radio"/>	<input checked="" type="radio"/>
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?		<input type="radio"/>	<input checked="" type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?		<input type="radio"/>	<input checked="" type="radio"/>
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13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?		N/A <input type="radio"/>	Y <input checked="" type="radio"/> N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply):			
<input checked="" type="checkbox"/> Prior Owner <input type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?		N/A <input type="radio"/>	Y <input checked="" type="radio"/> N <input type="radio"/>

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

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

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

ADDRESS: 2303 Hamburg Turnpike (Site C915198K)

CITY/TOWN Lackawanna

ZIP CODE: 14218

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
A portion of 2303 Hamburg Turnpike, Lackawanna NY 14218	141.11	1	52.1	8.29

2. Requested change (check appropriate boxes below):

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

PARCELS ADDED:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

- ☐ b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
now known as 2 Steelworkers Way	141.15	1	7	8.29

3. TOTAL REVISED SITE ACREAGE: 8.29

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

Y	N
<input checked="" type="radio"/>	<input type="radio"/>

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

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

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below? From ECL 27-1405(31): "Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.	<input type="radio"/>	<input type="radio"/>
5. Is the project and affordable housing project as defined below? From 6 NYCRR 375-3.2(a) as of August 12, 2016: (a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units. (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' household's annual gross income. (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income. (3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States Department of Housing and Urban Development, or its successor, for a family of four, as adjusted for family size.	<input type="radio"/>	<input type="radio"/>

APPLICATION SUPPLEMENT FOR NYC SITES (continued)	Y	N
<p>6. Is the project a planned renewable energy facility site as defined below?</p> <p>From ECL 27-1405(33) as of April 9, 2022:</p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p>From ECL 75-0111 as of April 9, 2022:</p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**EXISTING AGREEMENT INFORMATION**

BCP SITE NAME: II-11 Tecumseh Phase II Business Park BCP SITE NUMBER: C915198K

NAME OF CURRENT APPLICANT(S): Tecumseh Redevelopment, Inc.; Buffalo and Erie County Industrial Land Development Agency, The Uniland Partnership of Delaware L.P.

INDEX NUMBER OF AGREEMENT: B9-0696-05-06(B) DATE OF ORIGINAL AGREEMENT 03/14/2007

Declaration of Amendment:

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

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

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

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

(Individual)

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


Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Agent (title) of Renaissance 6, LLC (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

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

Date: 04/27/2023 Signature: Print Name: Michael J. Montante

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**EXISTING AGREEMENT INFORMATION**

BCP SITE NAME: II-11 Tecumseh Phase II Business Park	BCP SITE NUMBER: C915198K
NAME OF CURRENT APPLICANT(S): Tecumseh Redevelopment, Inc.; Buffalo and Erie County Industrial Land Development Agency, The Uniland Partnership of Delaware L.P.	
INDEX NUMBER OF AGREEMENT: B9-0696-05-06(B)	DATE OF ORIGINAL AGREEMENT: 03/14/2007

Declaration of Amendment:

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

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

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

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

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

Date: 04/27/2023 Signature: 

Print Name: Michael J. Montante

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am President of the General Partner (title) of The Uniland Partnership of Delaware L.P. (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: 04/27/2023 Signature: Print Name: Michael J. Montante

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

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 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.
--	---

Effective Date of the Original Agreement: 03/14/2007

Signature by the Department:

DATED: _____

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Andrew O. Guglielmi, Director
Division of Environmental Remediation

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am President and CEO (title) of Buffalo and Erie County Industrial Land Development Corporation (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: 05/05/2023 Signature: Print Name: John Cappellino**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

**PARTICIPANT**

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

**VOLUNTEER**

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

Effective Date of the Original Agreement: 03/14/2007

Signature by the Department:

DATED: _____

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Andrew O. Guglielmi, Director
Division of Environmental Remediation

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Director of Land and Remediation (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. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 5/17/2023 Signature: Keith NagelPrint Name: Keith A. Nagel**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

☐ PARTICIPANT

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

☐ VOLUNTEER

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

Effective Date of the Original Agreement: 03/14/2007

Signature by the Department:

DATED: _____

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Andrew O. Guglielmi, Director
Division of Environmental Remediation

SUBMITTAL REQUIREMENTS:

- The Department accepts both hard copy and electronic submittal of the Application to Amend Brownfield Cleanup Agreement and Amendment form.
- Hard copy submissions must also include an electronic version of the complete application form and attachments, in final, non-fillable Portable Document Format (PDF), on an external storage device (such as a thumb drive or CD). Applications must be sent to:
Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020
- NOTE: Electronic applications submitted in fillable format will be rejected.

ADDENDUM

This Brownfield Cleanup Program (“**BCP**”) Application to Amend Brownfield Cleanup Agreement and Amendment (version January 2023) (the “**Amendment**”) for Site II-11 (**Site Number C915198K**) (the “**Site II-11**”) provides for (i) the transfer of Site II-11 to The Uniland Partnership of Delaware L.P., (ii) adds Renaissance 6, LLC and Uniland Ventures, LLC as volunteer applicants, and (iii) notification of change of SBL number and address of Site II-11 by the City of Lackawanna and/or County of Erie.

Site II-11 was acquired by The Uniland Partnership of Delaware L.P. by conveyance from the Buffalo and Erie County Industrial Land Development Corporation by deed dated and recorded in the Erie County Clerk’s Office on July 14, 2022 in Liber 11404 of Deeds at Page 7614. See **Exhibit A (Deed to Uniland)**.

Thereafter, for tax and business planning purposes, The Uniland Partnership of Delaware L.P. contributed its fee ownership interest in Site II-11 to Uniland Ventures, LLC in exchange for a membership interest in Uniland Ventures, LLC, by deed recorded in the Erie County Clerk’s Office on December 8, 2022 in Liber 11411 of Deeds at Page 5837. See **Exhibit B (Deed to Uniland Ventures, LLC)**.

Thereafter, for tax and business planning purposes, Uniland Ventures, LLC contributed its fee ownership interest in Site II-11 to Renaissance 6, LLC, a New York limited liability company of which Uniland Ventures, LLC is the sole member. The conveyance was made by deed recorded in the Erie County Clerk’s Office on December 8, 2022 in Liber 11411 of Deeds at Page 5844. See **Exhibit C (Deed to Renaissance 6, LLC)**.

In reference to the new Tax Parcel/SBL Number: Site II-11, created by the acquisition by The Uniland Partnership of Delaware L.P. on July 14, 2022, was assigned a separate SBL number and new address by the City of Lackawanna and/or the County of Erie. Site II-11 now bears **SBL No. (Site Tax Map ID#)**

141.15-1-7 and an address of **2 Steelworkers Way, Lackawanna, NY 14218**. Site II-11 was previously a part of the larger parcel known as 2303 Hamburg Turnpike, Lackawanna, NY 14218 with an SBL No. (Site Tax Map ID#) of 141.11-1-52.1. See **Exhibit D** (copy of a letter from the Erie County mapper and tax map patches and the 2023 Assessment Notification for Site II-11 with new SBL noted).

Historical quote from prior Amendment to BCA (Addendum): "The original Brownfield Cleanup Agreement listed Site II-11 as being part of the historical Tax Parcel/SBL No. 141.11-1-1.111. At the time of conveyance of Site II-11 from Tecumseh Redevelopment Inc. to the Buffalo and Erie County Industrial Land Development Corporation, Site II-11 was identified as part of Tax Parcel/SBL No. 141.11-1-48.1. Over time and as a result of conveyances of other land, the Tax Parcel/SBL No., of which Site II-11 is a part, evolved to be Tax Parcel/SBL No. 141.11-1-48.13. As a result of further later conveyances of other parcels, Site II-11 then became part of Tax Parcel/SBL No. 141.11-1-52. As of the date of this Amendment*, Site II-11 is part of Tax Parcel/SBL No. 141.11 -1-52.1."

*this reference is to the prior Amendment to the BCA (Index No. B9-0696-05-06(b) with the date of such original agreement being 03/14/2007.

Current owner, Renaissance 6, LLC has given all non-owner Existing Applicants access to Site II-11. See **Exhibit E** (Access Confirmation Letter dated June 6, 2023).

**CERTIFICATE OF THE ASSISTANT SECRETARY
OF
UNIVEST I CORPORATION**

The undersigned, Secretary of Univest I Corporation. ("Company"), hereby certifies that the following resolutions were duly adopted by the Board of Directors of the Company at a duly called meeting thereof:

RESOLVED, that the Company is authorized to act on behalf of The Uniland Partnership of Delaware L.P. (the "Partnership"), as its general partner, to enter into on behalf of, and bind the Partnership to, a Brownfield Cleanup Program Application to Amend Brownfield Cleanup Agreement and Amendment for BCP Site C915198K – Site II-11 Tecumseh Phase II Business Park; and it is further

RESOLVED, that Michael J. Montante, as President 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 as general partner of the Partnership, all such Brownfield Cleanup Program Application to Amend Brownfield Cleanup Agreement and Amendment for BCP Site C915198K – Site II-11 Tecumseh Phase II Business Park and all such other written 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 as general partner of the Partnership and generally to do all such other acts and things as may be necessary or appropriate and it is further

RESOLVED, that all acts done in the name of, and all documents signed and agreements entered into on behalf of, the Company as general partner of the Partnership by the President 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

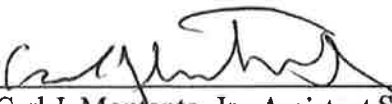
SPECIMEN: the signature appearing below is a true specimen of the authorized agent's signature:

<u>Name of Authorized Agent</u>	<u>Signature</u>
---------------------------------	------------------

Michael J. Montante



Dated: May 23, 2022



Carl J. Montante, Jr., Assistant Secretary

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)

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:** Il-11 Tecumseh Phase II Business Park **DEC Site ID No.** C915198K

II. **Contact Information of Person Submitting Notification:**

Name: Susan M. Hassinger, Esq.

Address1: 100 Corporate Parkway, Suite 500

Address2: Amherst, NY 14226

Phone: 716-834-5000

E-mail: shassinger@uniland.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): 11/30/2022

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

Internal transfer of real property from The Uniland Partnership of Delaware L.P. (current owner) to Uniland

Ventures, LLC as contribution to LLC in exchange for membership interest; then subsequent contribution of real property by sole member (Uniland Ventures, LLC) to new LLC (Renaissance 6, LLC).

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).

- V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

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

Name:

Michael J. Montante
(Signature)

04/27/2023

(Date)

Michael J. Montante, Pres. of Gen'l Partner

(Print Name)

Address1: The Uniland Partnership of Delaware L.P., 100 Corporate Parkway, Suite 500

Address2: Amherst, NY 14226

Phone: 716-834-5000

E-mail: mmontante@uniland.com

- VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☒ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: Uniland Ventures, LLC

Address1: 100 Corporate Parkway, Suite 500

Address2: Amherst, NY 14226

Phone: 716-834-5000

E-mail: mmontante@uniland.com

Certifying Party Name: Michael J. Montante, Authorized Agent

Address1: 100 Corporate Parkway, Suite 500

Address2: Amherst, NY 14226

Phone: 716-834-5000

E-mail: mmontante@uniland.com

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)

04/27/2023

(Date)

Michael J. Montante, Authorized Agent

(Print Name)

Address1: 100 Corporate Parkway, Suite 500

Address2: Amherst, NY 14226

Phone: 716-834-5000

E-mail: mmontante@uniland.com

Continuation Sheet

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

Name: Renaissance 6, LLC

Address1: 100 Corporate Parkway, Suite 500

Address2: Amherst, NY 14226

Phone: 716-834-5000 E-mail: mmontante@uniland.com

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

Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

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

Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

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

Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

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

Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

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

Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

EXHIBIT A



County Clerk's Recording Page

Return to:

BOX 144

Party 1:

BUFFALO&ERIE COUNTY INDUSTRIAL
LAND DEVELOPMENT CORPORATION

Party 2:

UNILAND PARTNERSHIP OF DELAWARE
LP (THE)

Book Type: D Book: 11404 Page: 7614

Page Count: 20

Doc Type: DEED

Rec Date: 07/14/2022

Rec Time: 01:02:58 PM

Control #: 2022133359

UserID: Mary Grace

Trans #: 22108283

Document Sequence Number
TT2021025407

Consideration Amount: 207250.00

Recording Fees:

RECORDING	\$120.00
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

BASIC MT	\$0.00
SONYMA MT	\$0.00
ADDL MT/NFTA	\$0.00
SP MT/M-RAIL	\$0.00
NY STATE TT	\$830.00
ROAD FUND TT	\$1,037.50

Total: \$2,267.50

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

1200
14-1

RECORD AND RETURN TO:

QUIT CLAIM DEED

THIS INDENTURE is made effective as of the 14th day of July, 2022 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

THE UNILAND PARTNERSHIP OF DELAWARE L.P., a Delaware limited partnership, 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-11, 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. C915198K.

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. C915198K 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 be utilized in accordance with the terms, conditions and requirements of said Environmental Easement.

207,250. Deed-19
Filed per fee

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.

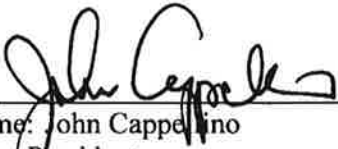
THIS CONVEYANCE is not all or substantially all of the assets of the Grantor, and this conveyance is made and executed in accordance with the duly adopted approvals, resolutions and consent of the Grantor.

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: 
Name: John Cappellino
Title: President

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

On the 13 day of July in the year 2022 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.


Notary Public

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

THE UNILAND PARTNERSHIP OF DELAWARE L.P.

By: _____
Name: Michael J. Montante
Title: Authorized Person

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

On the _____ day of _____ in the year 2022 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

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: _____
Name: John Cappellino
Title: President

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

On the _____ day of July in the year 2022 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.

Notary Public

THE UNILAND PARTNERSHIP OF DELAWARE L.P.

By: 
Name: Michael J. Montante
Title: ~~Authorized Person~~ President of Unilvest I Corporation,
General Partner

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

On the 13th day of July in the year 2022 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, 20 22

SCHEDULE A

PREMISES

PARCEL A

PARCEL II-11

SBL: PART OF #141.11-1-52 (AKA 141.11-1-52.1)

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF LACKAWANNA, COUNTY OF ERIE AND STATE OF NEW YORK, BEING PART OF LOTs 20 AND 21 OF THE OGDEN GORE TRACT AND PART OF LOT 24, TOWNSHIP 10, RANGE 8 OF THE BUFFALO CREEK RESERVATION AND BEING BCP SITE NUMBER C915198K, AS SHOWN ON A MAP OF "BUSINESS PARK PHASE II", PREPARED BY WENDEL, JUNE 2012, PROJECT NUMBER 411107, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY HIGHWAY BOUNDARY OF THE HAMBURG TURNPIKE (ALSO KNOWN AS STATE ROUTE NO. 5), BEING 3,791.41 FEET SOUTH 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 SOUTH, AND LANDS CONVEYED TO GATEWAY TRADE CENTER, INC. RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 10886 OF DEEDS AT PAGE 1115 ON THE NORTH, MEASURED ALONG THE WESTERLY HIGHWAY BOUNDARY OF THE HAMBURG TURNPIKE, BEING THE SOUTHEAST CORNER OF BCP SITE NUMBER C915197B; THENCE ALONG THE SOUTH LINE OF SAID BCP SITE NUMBER C915197B, S 71°-31'-33" W, A DISTANCE OF 45.39 FEET TO A POINT 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 EAST LINE OF BCP SITE NUMBER C915198K AND THE WEST LINE OF LANDS CONVEYED TO THE COUNTY OF ERIE, S 20°-11'-07" E, A DISTANCE OF 100.04 FEET TO THE PRINCIPAL POINT OF BEGINNING;

THENCE SOUTHERLY ALONG THE WEST LINE OF LANDS CONVEYED TO THE COUNTY OF ERIE THE FOLLOWING 2 COURSES AND DISTANCES:

1. S 20°-11'-07" E, A DISTANCE OF 588.15 FEET, TO A POINT;
2. S 18°-25'-54" E, A DISTANCE OF 350.89 FEET, TO A POINT ON THE NORTH LINE OF BCP SITE NUMBER C915195H;

THENCE WESTERLY ALONG THE NORTH LINE OF BCP SITE NUMBER C915198H, S 71°-00'-00" W, A DISTANCE OF 383.92 FEET, TO A POINT;

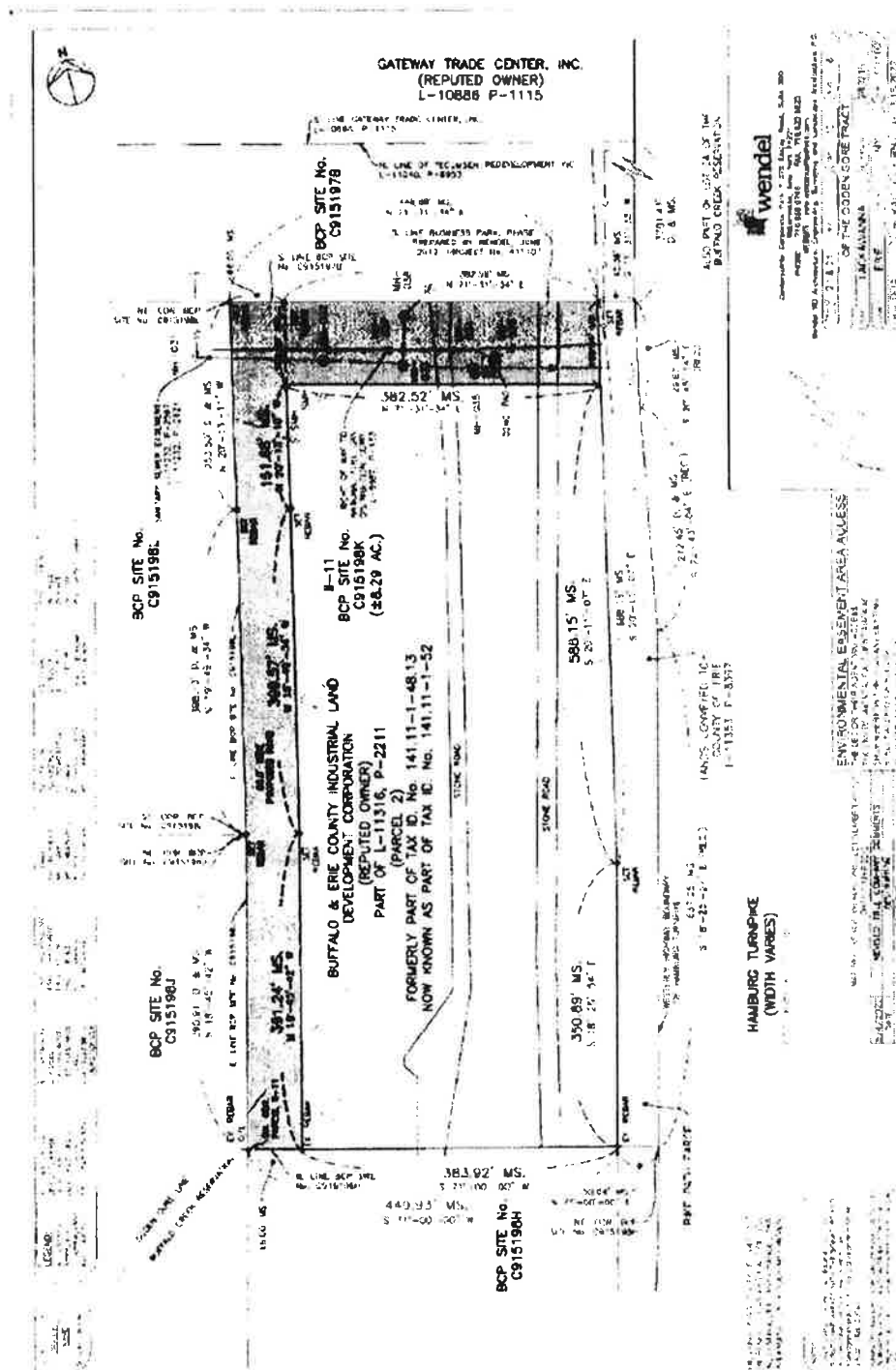
THENCE NORTHERLY AND THROUGH THE LANDS OF BCP SITE NUMBER C915198K, THE FOLLOWING 3 COURSES AND DISTANCES:

1. N 18°-45'-42" W, A DISTANCE OF 391.24 FEET, TO A POINT;
2. N 19°49'-34" W, A DISTANCE OF 399.57 FEET, TO A POINT;

3. N 20°-13'-10" W, A DISTANCE OF 151.68 FEET, TO A POINT;
THENCE EASTERLY THROUGH THE LANDS OF BCP SITE NUMBER C915198K N 71°-31'-34" E, A DISTANCE OF 382.52 FEET, TO THE PRINCIPAL POINT OF BEGINNING.
CONTAINING 8.29 ACRES OF LAND, MORE OR LESS.

As further depicted on attached Exhibit A-1

SCHEDULE A-1
MAP OF PROPERTY



SCHEDULE B

Declaration of Environmental Covenants

THIS DECLARATION OF ENVIRONMENTAL COVENANTS (the “**Declaration**”) is made as of the 14th day of July, 2022 by THE UNILAND PARTNERSHIP OF DELAWARE L.P. a Delaware limited partnership with an office at 100 Corporate Parkway, Suite 500, Amherst, New York 14226 (“**UPD**”) on behalf of itself and its affiliates, successors in interest, transferees, assigns and/or all future owners (collectively with UPD, the “**Owner Covenants**”) and/or all future lessees, sub-lessees, licensees and/or operators of the Premises (“**Non-Owner Covenants**”) (collectively, with UPD, the “**Covenants**”) 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 Purchase and Sale dated as of the 15th day of March, 2022 between the ILDC and UPD (as may be amended or revised, the “**Contract**”), UPD has agreed to acquire that certain real property, identified as NYSDEC BCP Parcel C915198K, as amended (“**Parcel II-11**”), as more particularly described on Schedule B-1 (the “**Premises**”) from ILDC by way of a quitclaim deed (“**Deed**”) to which this Declaration is attached; and

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

NOW, THEREFORE, UPD 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-11, the Grantee shall obtain and secure a COC as soon as practicable, but in no event later than the earlier to occur of December 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 Covenantor 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-11) 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 Covenantor 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 Covenantee 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 UPD, except to the extent such conditions are caused or exacerbated by Covenantee 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 acknowledge 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 Covenantee 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 Covenantee 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. C915198K 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, 2014 in Liber 11266 of Deeds at page 5455.

- 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 UPD, shall mean environmental conditions at, under, or emanating or migrating from the Premises that were known to UPD and/or any of its consultants, representatives or agents as of the applicable closing date for the sale from ILDC to UPD 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 UPD by UPD’s consultants, representatives or agents, including but not limited to its environmental consultant, prior to the applicable closing date for the sale from ILDC to UPD 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 UPD 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 Cappellano
Title: President

THE UNILAND PARTNERSHIP OF DELAWARE L.P.

By: _____
Name: Michael J. Montante
Title: Authorized Person

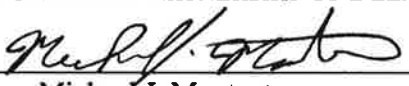
ACKNOWLEDGMENTS TO FOLLOW

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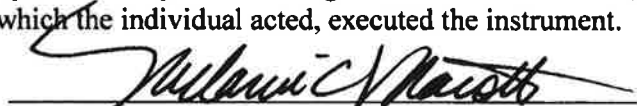
THE UNILAND PARTNERSHIP OF DELAWARE L.P.

By: 
Name: Michael J. Montante
Title: ~~Authorized Person~~ President of
Univest I Corporation, General Partner

ACKNOWLEDGMENTS TO FOLLOW

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COUNTY OF ERIE) ss.:

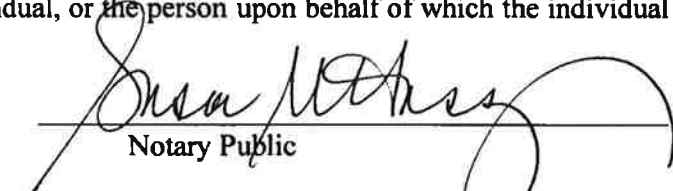
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Notary Public

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 13th day of July in the year 2022 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-11

SBL: Part of SBL #141.11-1-52 (aka 141.11-1-52)

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF LACKAWANNA, COUNTY OF ERIE AND STATE OF NEW YORK, BEING PART OF LOTs 20 AND 21 OF THE OGDEN GORE TRACT AND PART OF LOT 24, TOWNSHIP 10, RANGE 8 OF THE BUFFALO CREEK RESERVATION AND BEING BCP SITE NUMBER C915198K, AS SHOWN ON A MAP OF "BUSINESS PARK PHASE II", PREPARED BY WENDEL, JUNE 2012, PROJECT NUMBER 411107, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

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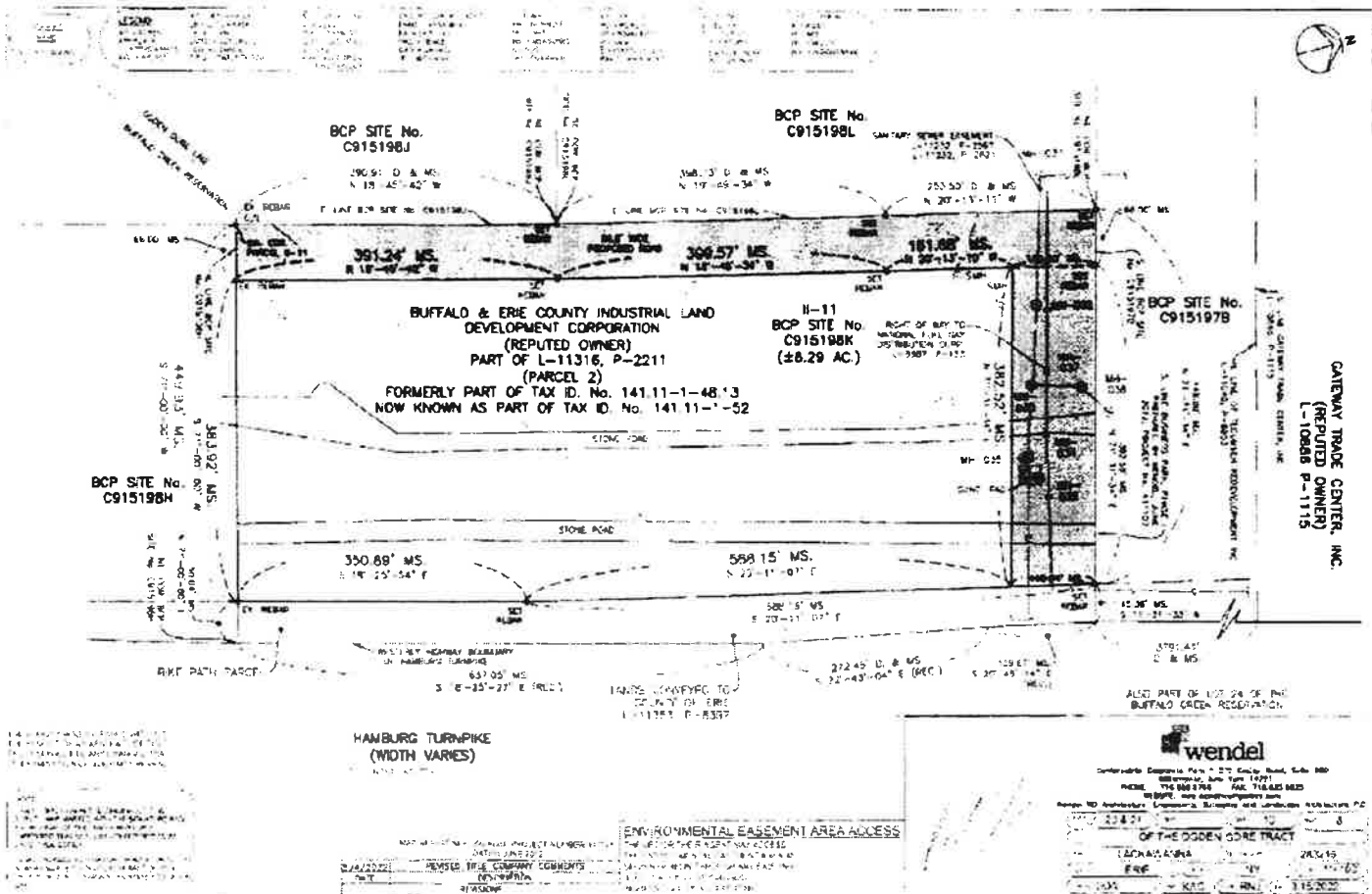
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6. N 20°-13'-10' W, A DISTANCE OF 151.68 FEET, TO A POINT;

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As further depicted on attached Exhibit A-1

EXHIBIT A-1 MAP OF PROPERTY



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 C915198L), 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.)
7. Opinion letter executed by Thomas H. Forbes, P.E. President of Benchmark Civil/Environmental Engineering & Geology PLLC dated April 21, 2022

FOR COUNTY USE ONLY

C1. SWIS Code

14,090.0

C2. Date Deed Recorded

7/14/2022

C3. Book

14,094

C4. Page

7614

New York State Department of
Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location

Pt of 2303

Hamburg Turnpike(see map)

* STREET NUMBER

* STREET NAME

Lackawanna

14218

* CITY OR TOWN

VILLAGE

* ZIP CODE

2. Buyer Name

The Uniland Partnership

of Delaware L.P.

* 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)

LAST NAME/COMPANY

FIRST NAME

NY

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

☐

5. Deed Property Size

* FRONT FEET

X

* DEPTH

OR

8.29

* 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

* LAST NAME/COMPANY

FIRST NAME

Development Corporation

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

03/15/2022

* 12. Date of Sale/Transfer

07/14/2022

*13. Full Sale Price

207,250.00

(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.

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 Date

☐

H. Sale of Business is Included in Sale Price

☐

I. Other Unusual Factors Affecting Sale Price (Specify Below)

☐

J. None

*Comment(s) on Condition:

14. Indicate the value of personal property included in the sale

0.00

Quit Claim Deed

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

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

22

*17. Total Assessed Value

1,575,000

*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))

141.11-1-52 (pt of)

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.

SELLER SIGNATURE

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: 9999999)

100

Corporate Parkway, Suite 500

* 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

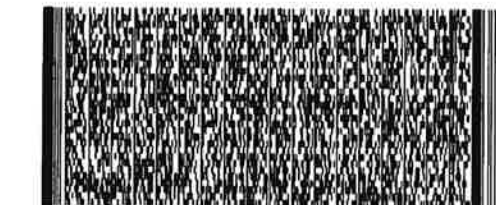
TELEPHONE NUMBER (Ex: 9999999)

Buffalo and Erie County
Industrial Development Corporation
X *[Signature]* 7/13/22
SELLER SIGNATURE DATE

BUYER SIGNATURE

BUYER SIGNATURE

DATE



FOR COUNTY USE ONLY

C1. SWIS Code 1140900
 C2. Date Deed Recorded 7/14/2022
 C3. Book 11404 C4. Page 7614



New York State Department of
 Taxation and Finance
 Office of Real Property Tax Services
RP- 5217-PDF
 Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location Pt. of 2303 Hamburg Turnpike(see map)
 *STREET NUMBER *STREET NAME
Lackawanna 14218
 *CITY OR TOWN *ZIP CODE
 2. Buyer Name The Uniland Partnership of Delaware L.P.
 *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)
 *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 X *FRONT FEET OR 8.29 *ACRES
 6. Seller Name Buffalo and Erie County Industrial Land
 *LAST NAME/COMPANY FIRST NAME
Development Corporation *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 03/15/2022
 *12. Date of Sale/Transfer 07/14/2022
 *13. Full Sale Price 207,250.00
 (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) 22 *17. Total Assessed Value 1,575,000
 *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))
141.11-1-52 (pt of)

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.

SELLER SIGNATURE

SELLER SIGNATURE DATE
The Uniland Partnership BUYER SIGNATURE
of Delaware L.P.
By: Michael J. Montante
 *BUYER SIGNATURE *DATE
President, Uniland I
Corporation, General Partner

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 0000000)
 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 0000000)

EXHIBIT B

ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:
BOX 294

Party 1:
UNILAND PARTNERSHIP OF DELAWARE
LP (THE)

Party 2:
UNILAND VENTURES LLC

Book Type: D Book: 11411 Page: 5837

Page Count: 7

Doc Type: DEED

Rec Date: 12/08/2022

Rec Time: 04:26:35 PM

Control #: 2022229512

UserID: Megan

Trans #: 22187176

Document Sequence Number
TT2022009823

Recording Fees:

Consideration Amount: 207250.00

RECORDING	\$55.00
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
MARKOFF FEE	\$1.00

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

Total: \$336.00

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

QUIT CLAIM DEED

THIS INDENTURE is made effective as of the 30th day of November, 2022 between

THE UNILAND PARTNERSHIP OF DELAWARE L.P., a Delaware limited partnership, with an address of 100 Corporate Parkway, Suite 500, Amherst, New York 14226 (the "Grantor"); and

UNILAND VENTURES, LLC, a New York limited liability company 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** and depicted on **Exhibit A-1**, each 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-11, as amended, on Schedule A, conveyed to the Grantor from the Buffalo and Erie County Industrial Land Development Corporation by deed dated July 14, 2022 and recorded on July 14, 2022 in the Erie County Clerk's Office in **Liber 11404 of Deeds, page 7614** (the "Vesting Deed"), and the Premises conveyed hereunder, also being and hereby intending to be New York State Brownfield Cleanup Program Site No. C915198K.

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. C915198K 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 be utilized in accordance with the terms, conditions and requirements of said Environmental Easement.

229512 LKW
MF DEED-64

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 as **Schedule B to the Vesting Deed** 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.

THE UNILAND PARTNERSHIP OF DELAWARE L.P.
BY: UNIVEST I CORPORATION, GENERAL PARTNER

By: 
Michael J. Montante, President


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

On the 30th day of November in the year 2022 before me, the undersigned, 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 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.

SUSAN M. HASSINGER
Notary Public State of New York
Qualified in Erie County
My commission expires October 27, 2026


Notary Public

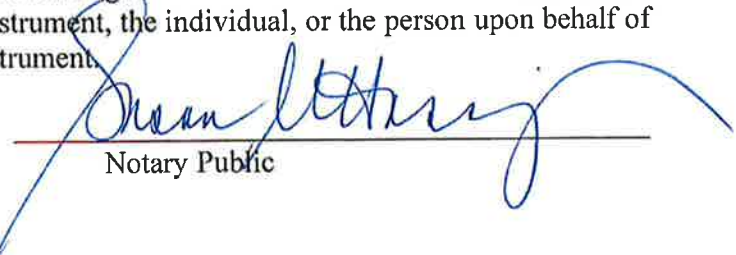
UNILAND VENTURES, LLC

By: 
Michael J. Montante, Authorized Person

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

On the 30th day of November in the year 2022 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.

SUSAN M. HASSINGER
Notary Public State of New York
Qualified in Erie County
My commission expires October 27, 2026


Notary Public

SCHEDULE A

PREMISES

PARCEL II-11

SBL: PART OF #141.11-1-52

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Lackawanna, County of Erie and State of New York, being part of Lots Nos. 20 and 21 of the Ogden Gore Tract and part of Lot 24, Township 10, Range 8 of the Buffalo Creek Reservation and being part of BCP Site No. C915198K, 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 ON THE WESTERLY HIGHWAY BOUNDARY OF THE HAMBURG TURNPIKE (ALSO KNOWN AS STATE ROUTE NO. 5), BEING 3,791.41 FEET SOUTH 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 SOUTH, AND LANDS CONVEYED TO GATEWAY TRADE CENTER, INC. RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 10886 OF DEEDS AT PAGE 1115 ON THE NORTH, MEASURED ALONG THE WESTERLY HIGHWAY BOUNDARY OF THE HAMBURG TURNPIKE, BEING THE SOUTHEAST CORNER OF BCP SITE NUMBER C915197B; THENCE ALONG THE SOUTH LINE OF SAID BCP SITE NUMBER C915197B, S 71°-31'-33" W, A DISTANCE OF 45.39 FEET TO A POINT 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 EAST LINE OF BCP SITE NUMBER C915198K AND THE WEST LINE OF LANDS CONVEYED TO THE COUNTY OF ERIE, S 20°-11'-07" E, A DISTANCE OF 100.04 FEET TO THE PRINCIPAL POINT OF BEGINNING;

THENCE SOUTHERLY ALONG THE WEST LINE OF LANDS CONVEYED TO THE COUNTY OF ERIE THE FOLLOWING 2 COURSES AND DISTANCES:

1. S 20°-11'-07" E, A DISTANCE OF 588.15 FEET, TO A POINT;
2. S 18°-25'-54" E, A DISTANCE OF 350.89 FEET, TO A POINT ON THE NORTH LINE OF BCP SITE NUMBER C915195H;

THENCE WESTERLY ALONG THE NORTH LINE OF BCP SITE NUMBER C915198H, S 71°-00'-00" W, A DISTANCE OF 383.92 FEET, TO A POINT;

THENCE NORTHERLY AND THROUGH THE LANDS OF BCP SITE NUMBER C915198K THE FOLLOWING 3 COURSES AND DISTANCES:

1. N 18°-45'-42" W, A DISTANCE OF 391.24 FEET, TO A POINT;
2. N 19°49'-34" W, A DISTANCE OF 399.57 FEET, TO A POINT;
3. N 20°-13'-10' W, A DISTANCE OF 151.68 FEET, TO A POINT;

THENCE EASTERLY THROUGH THE LANDS OF BCP SITE NUMBER C915198K, N 71°-31'-34" E, A DISTANCE OF 382.52 FEET, TO THE PRINCIPAL POINT OF BEGINNING, CONTAINING 8.29 ACRES OF LAND, MORE OR LESS.

For Conveyancing Only

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises. Our Policy of Title Insurance includes such buildings and improvements thereon which by law constitute real property, unless specifically excepted therein.

As further depicted on attached Exhibit A-1

EXHIBIT A-1 MAP OF PREMISES

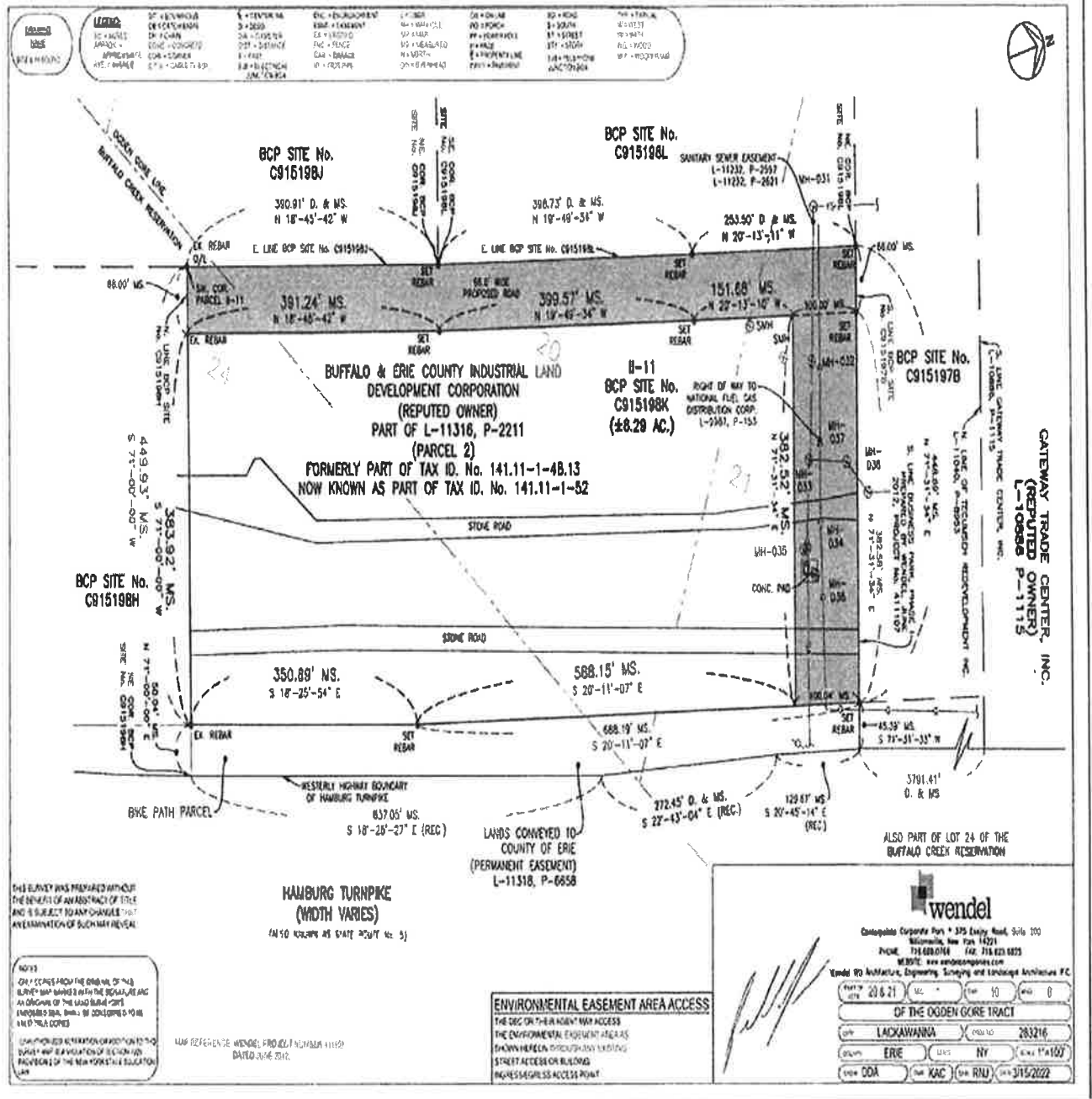


EXHIBIT C

ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:
BOX 294

Party 1:
UNILAND VENTURES LLC

Party 2:
RENIASSANCE 6 LLC

Book Type: D Book: 11411 Page: 5844

Page Count: 7

Doc Type: DEED

Rec Date: 12/08/2022

Rec Time: 04:26:35 PM

Control #: 2022229513

UserID: Megan

Trans #: 22187176

Document Sequence Number
TT2022009824

Recording Fees:

RECORDING	\$55.00
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
MARKOFF FEE	\$1.00

Consideration Amount: 207250.00

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

Total: \$336.00

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

QUIT CLAIM DEED

THIS INDENTURE is made effective as of the 30th day of November, 2022 between

UNILAND VENTURES, LLC, a New York limited liability company, with an address of 100 Corporate Parkway, Suite 500, Amherst, New York 14226 (the "Grantor"); and

RENAISSANCE 6, LLC, a New York limited liability company 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** and depicted on **Exhibit A-1**, each 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-11, as amended, on Schedule A, conveyed to the Grantor's predecessor in interest from the Buffalo and Erie County Industrial Land Development Corporation by deed dated July 14, 2022 and recorded on July 14, 2022 in the Erie County Clerk's Office in **Liber 11404 of Deeds, page 7614** (the "**Vesting Deed**"), and the Premises conveyed hereunder, also being and hereby intending to be New York State Brownfield Cleanup Program Site No. C915198K.

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. C915198K 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 be utilized in accordance with the terms, conditions and requirements of said Environmental Easement.

229513
MF LKW
DEED-61

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 as **Schedule B to the Vesting Deed** 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.

UNILAND VENTURES, LLC

By: 
Michael J. Montante, Authorized Person


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

On the 30th day of November in the year 2022 before me, the undersigned, 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 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.

SUSAN M. HASSINGER
Notary Public State of New York
Qualified in Erie County
My commission expires October 27, 2026


Notary Public

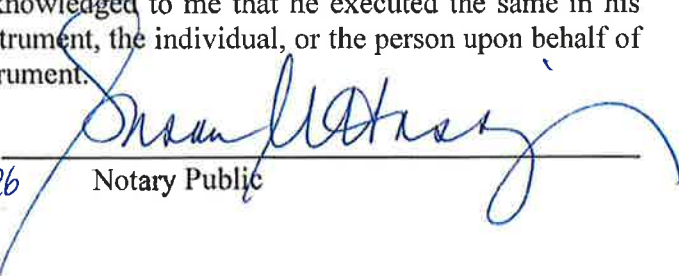
RENAISSANCE 6, LLC

By: 
Michael J. Montante, Authorized Person

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

On the 30th day of November in the year 2022 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.

SUSAN M. HASSINGER
Notary Public State of New York
Qualified in Erie County
My commission expires October 27, 2026


Notary Public

SCHEDULE A

PREMISES

PARCEL II-11

SBL: PART OF #141.11-1-52

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Lackawanna, County of Erie and State of New York, being part of Lots Nos. 20 and 21 of the Ogden Gore Tract and part of Lot 24, Township 10, Range 8 of the Buffalo Creek Reservation and being part of BCP Site No. C915198K, 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 ON THE WESTERLY HIGHWAY BOUNDARY OF THE HAMBURG TURNPIKE (ALSO KNOWN AS STATE ROUTE NO. 5), BEING 3,791.41 FEET SOUTH 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 SOUTH, AND LANDS CONVEYED TO GATEWAY TRADE CENTER, INC. RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 10886 OF DEEDS AT PAGE 1115 ON THE NORTH, MEASURED ALONG THE WESTERLY HIGHWAY BOUNDARY OF THE HAMBURG TURNPIKE, BEING THE SOUTHEAST CORNER OF BCP SITE NUMBER C915197B; THENCE ALONG THE SOUTH LINE OF SAID BCP SITE NUMBER C915197B, S 71°-31'-33" W, A DISTANCE OF 45.39 FEET TO A POINT 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 EAST LINE OF BCP SITE NUMBER C915198K AND THE WEST LINE OF LANDS CONVEYED TO THE COUNTY OF ERIE, S 20°-11'-07" E, A DISTANCE OF 100.04 FEET TO THE PRINCIPAL POINT OF BEGINNING;

THENCE SOUTHERLY ALONG THE WEST LINE OF LANDS CONVEYED TO THE COUNTY OF ERIE THE FOLLOWING 2 COURSES AND DISTANCES:

1. S 20°-11'-07" E, A DISTANCE OF 588.15 FEET, TO A POINT;
2. S 18°-25'-54" E, A DISTANCE OF 350.89 FEET, TO A POINT ON THE NORTH LINE OF BCP SITE NUMBER C915195H;

THENCE WESTERLY ALONG THE NORTH LINE OF BCP SITE NUMBER C915198H, S 71°-00'-00" W, A DISTANCE OF 383.92 FEET, TO A POINT;

THENCE NORTHERLY AND THROUGH THE LANDS OF BCP SITE NUMBER C915198K THE FOLLOWING 3 COURSES AND DISTANCES:

1. N 18°-45'-42" W, A DISTANCE OF 391.24 FEET, TO A POINT;
2. N 19°49'-34" W, A DISTANCE OF 399.57 FEET, TO A POINT;
3. N 20°-13'-10" W, A DISTANCE OF 151.68 FEET, TO A POINT;

THENCE EASTERLY THROUGH THE LANDS OF BCP SITE NUMBER C915198K, N 71°-31'-34" E, A DISTANCE OF 382.52 FEET, TO THE PRINCIPAL POINT OF BEGINNING, CONTAINING 8.29 ACRES OF LAND, MORE OR LESS.

For Conveyancing Only

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises. Our Policy of Title Insurance includes such buildings and improvements thereon which by law constitute real property, unless specifically excepted therein.

As further depicted on attached Exhibit A-1

[illegible]

EXHIBIT D



County of Erie

DEPARTMENT OF REAL PROPERTY TAX SERVICES

SCOTT A. BYLEWSKI
DIRECTOR REAL PROPERTY
Email: Scott.Bylewski@erie.gov
Office 716-858-2715 ~ Fax 716-858-6440

Good afternoon Ms. Hassinger

I have looked at the work that Jared performed with regard to these parcels.

141.11-2-52 described in deeds L. 11316 p. 2211, L. 11318 P. 5036, L. 11320 P. 1030 and L. 11322 P. 579.

Then 141.11-2-52 was split by deed L. 11404 P. 7614 into 141.15-1-6 with the remainder parcel 141.11-2-52.1.

Then 141.11-2-52.1 was split by deed L. 11407 P. 7941 into 141-15-1-7 with the remainder parcel 141.11-2-52.11.

This is where the tax map currently is.

Attached are the patches that Jared sent to the city illustrating these splits.

Al

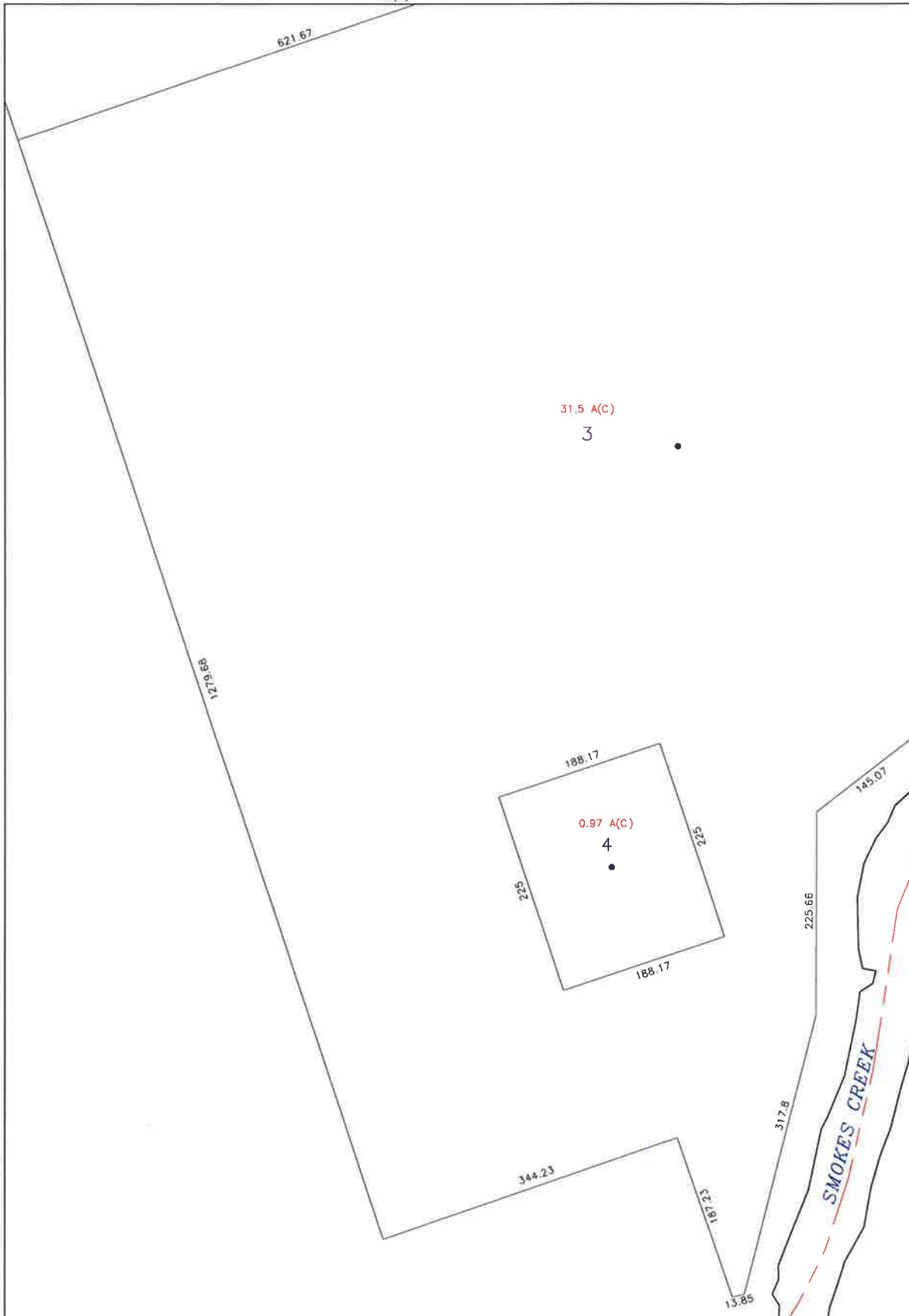
LIB: 11407 PG: 7941
IS A
CORRECTIVE
DEED

LIB: 11407 PG: 7941
ADJUST:
SBL: 141.19-1-3
SBL: 141.11-1-51.1
ADD:
141.19-1-4

SBL: 141.11-1-51.1
REMAINDER
TECUMSEH REDEVELOPMENT
E: 1074344
N: 1026847
A(C) = 702.4

SBL: 141.19-1-3
BECILDC
E: 1077251
N: 1025253

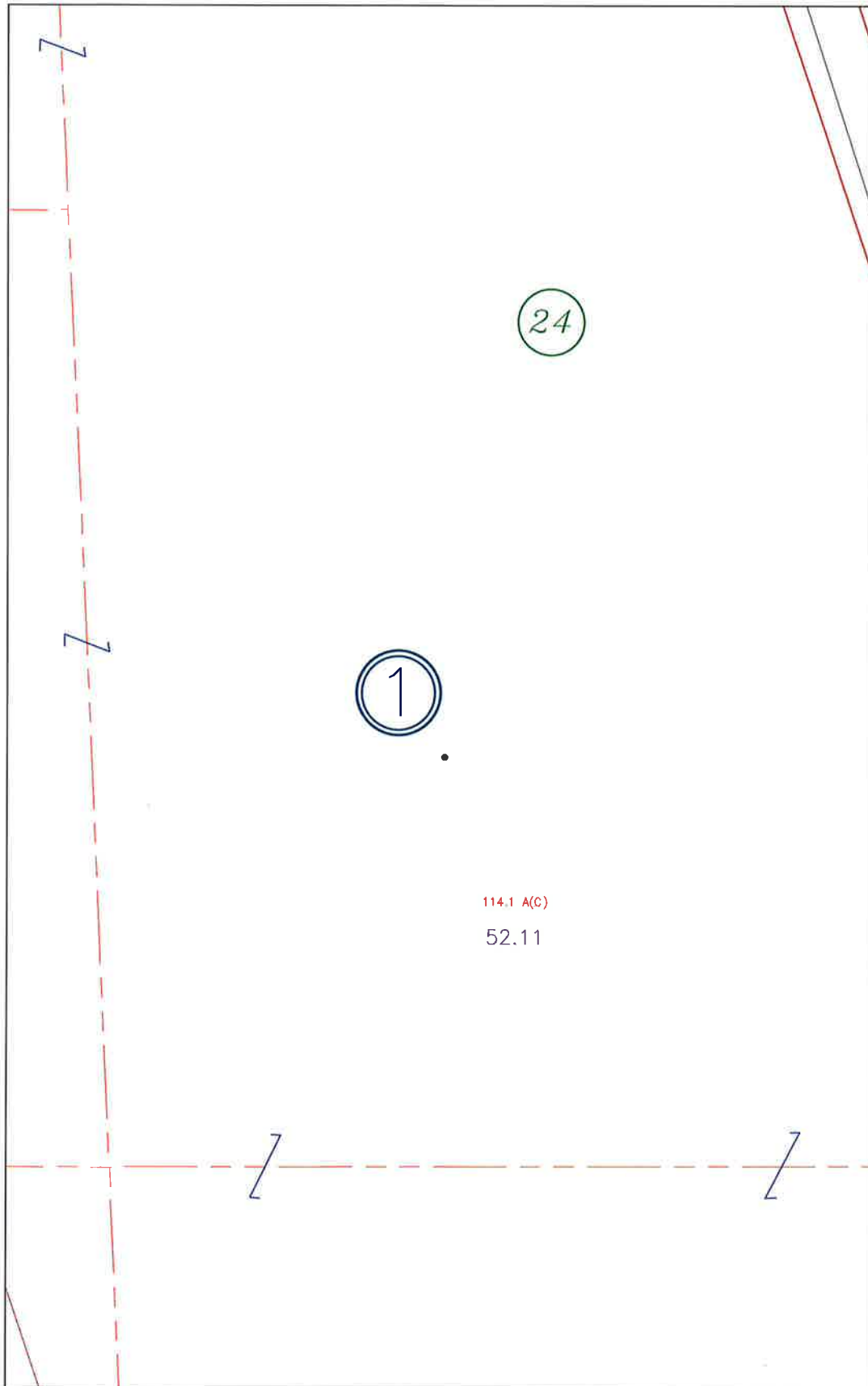
SBL: 141.19-1-4
EXCEPTION
TECUMSEH REDEVELOPMENT
E: 1077177
N: 1024788



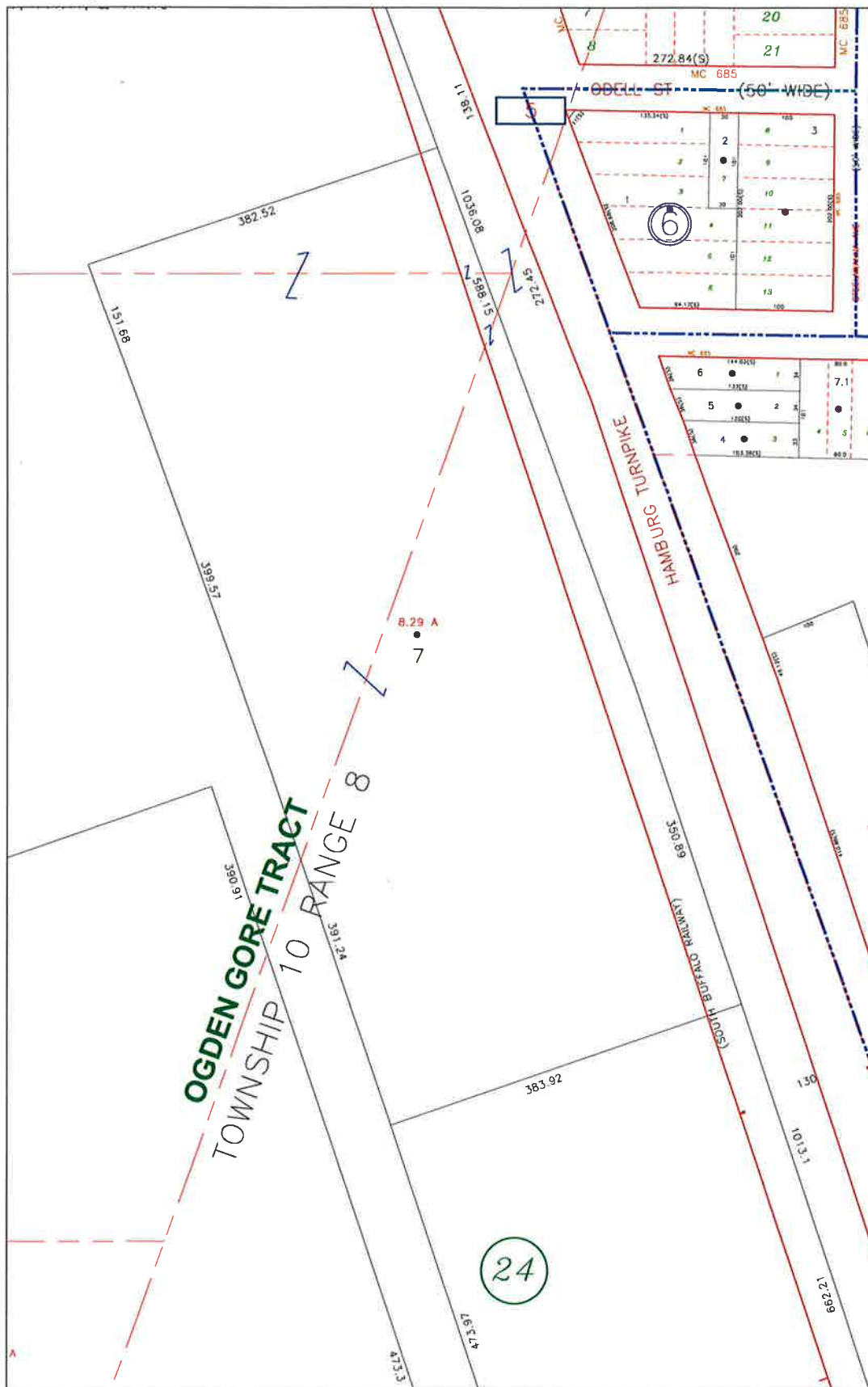
LIB: 11404 PG: 7614
SBL: 141.11-1-52.1
INTO
SBL: 141.11-1-52.11
SBL: 141.15-1-7

SBL: 141.11-1-52.11
E: 1076000
N: 1029142

SBL: 141.15-1-7
E: 1077046
N: 1027340



SBL: 141.15-1-7
E: 1077046
N: 1027340



Hassinger, Susan

From: Henderson, Virginia
Sent: Thursday, June 8, 2023 12:48 PM
To: Graser, Alan; Hassinger, Susan
Cc: Bylewski, Scott
Subject: RE: 2 Steelworkers Way, Lackawanna - need evidence from Erie County of change in SBL no.
Attachments: Letter to Susan Hassinger.docx; LIB11407PG7941.pdf; LIB11404PG7614B.pdf; LIB11404PG7614.pdf
Importance: High

Hi Alan:

Thank you for your response. I've copied our General Counsel Susan Hassinger who will follow-up with you as needed. I'll be out of the office this afternoon.

*Regards,
Virginia*

Virginia L. Henderson

Real Estate Tax & Insurance Manager

Uniland Property Management Corporation, As Agent

University Corporate Centre

100 Corporate Pkwy | Suite 500

Amherst, NY 14226-1295

716.834.5000 ext. 582

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From: Graser, Alan <Alan.Graser@erie.gov>
Sent: Thursday, June 8, 2023 8:59 AM
To: Henderson, Virginia <VHenderson@Uniland.com>
Cc: Bylewski, Scott <Scott.Bylewski@erie.gov>
Subject: FW: 2 Steelworkers Way, Lackawanna - need evidence from Erie County of change in SBL no.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ms. Henderson
Attached are the responses you have been looking for.
Al

--
Alan Graser | Real Property Tax Services Tax Map Technician
Erie County | Real Property Tax Services
95 Franklin St., 100 | Buffalo, NY 14202
P:+1(716)858-6657 | F:+1(716)858-1501
Alan.Graser@erie.gov | <http://www.erie.gov>

From: Graser, Alan

Sent: Friday, June 2, 2023 2:03 PM

To: Bylewski, Scott <Scott.Bylewski@erie.gov>

Subject: RE: 2 Steelworkers Way, Lackawanna - need evidence from Erie County of change in SBL no.

--
Alan Graser | Real Property Tax Services Tax Map Technician
Erie County | Real Property Tax Services
95 Franklin St., 100 | Buffalo, NY 14202
P:+1(716)858-6657 | F:+1(716)858-1501
Alan.Graser@erie.gov | <http://www.erie.gov>

From: Bylewski, Scott <Scott.Bylewski@erie.gov>

Sent: Friday, June 2, 2023 12:50 PM

To: 'Henderson, Virginia' <VHenderson@Uniland.com>

Cc: Hassinger, Susan <SHassinger@Uniland.com>; cityassessor@lackny.com; Graser, Alan <Alan.Graser@erie.gov>

Subject: RE: 2 Steelworkers Way, Lackawanna - need evidence from Erie County of change in SBL no.

Alan Graser is working on the review and putting an appropriate letter together. Thanks.

--
Scott A. Bylewski, Esq. | Director Of Real Property Tax Services
Erie County | Real Property Tax Services
95 Franklin St. | Buffalo, NY 14202
P:+1(716)858-2715 | F:+1(716)858-1501
Scott.Bylewski@erie.gov | <http://www.erie.gov>

From: Henderson, Virginia <VHenderson@Uniland.com>

Sent: Thursday, June 1, 2023 9:51 PM

To: Bylewski, Scott <Scott.Bylewski@erie.gov>

Cc: Hassinger, Susan <SHassinger@Uniland.com>; cityassessor@lackny.com

Subject: 2 Steelworkers Way, Lackawanna - need evidence from Erie County of change in SBL no.

Importance: High

[Caution: this email is not from an Erie County employee: attachments or links may not be safe.]

Scott A. Bylewski, Esq. | Director Of Real Property Tax Services
Erie County | Real Property Tax Services
95 Franklin St. | Buffalo, NY 14202
P:+1(716)858-2715 | F:+1(716)858-1501
Scott.Bylewski@erie.gov | <http://www.erie.gov>

Hi Scott:

I've included your contact information so our General Counsel may contact you regarding *this time sensitive matter*. I'll be travelling tomorrow up to our ECAA meeting on Tuesday.

DEC rejected our submission for approval of our brownfield credits for our project at 2 Steelworkers Way, Lackawanna NY. DEC is requiring official proof from Erie County or the City of Lackawanna that the prior (parent) SBL #141.11-1-52.1 became the newly created 2 Steelworkers Way parcel SBL #141.15-1-7 after deed recorded (see attached). We provided the City of Lackawanna's [attached] Notice of New Assessment from the City Lackawanna, but DEC rejected.

To our knowledge, mapper Jared Skinner handled this parceling and, late this afternoon, I left a voicemail for Alan Graser. Please review the attached, ask our General Counsel Susan Hassinger any questions you need to, and ensure Alan and Erie County have the information needed to provide straightforward evidence on Erie County letterhead of the prior parent parcel SBL and the new SBL. The history is detailed in the attached email. Assessor Deborah Skulski-Wakelam did not receive a tax map patch from Jared which would have shown the prior parent parcel (#141.11-1-52.1). Lot 52.1 was created when Deed was recorded for our parcel acquisition to build our building 8 Dona; this transaction and recording of deed changed the prior parent Lot 52 to Lot 52.1 (see Lackawanna Assessor's email inserted below).

At your earliest convenience, please return via email a straight-forward letter that states subject parcel 2 Steelworkers Way was created from parent parcel #141.11-1-52.1 and became #141.15-1-7.

Assessor Debbie Skulski-Wakelam referred us to Erie County. Debbie can substantiate all these facts.

Thank you!
Virginia

Virginia L. Henderson

Real Estate Tax & Insurance Manager

Uniland Property Management Corporation, As Agent

University Corporate Centre

100 Corporate Pkwy | Suite 500

Amherst, NY 14226-1295

716.834.5000 ext. 582

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_____ inserted for reference

From: City Assessor <cityassessor@lackny.com>

Sent: Friday, February 18, 2022 12:05 PM

To: Henderson, Virginia <VHenderson@Uniland.com>

Subject: Re: Follow-up: (Confidential - Send Email as .pdf) 8 Dona - Deed IIDC to BLD VII, LLC

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Virginia

We have prepared a resolution to add the address 8 Dona. It will be on the council agenda on the 28th. The new SBL will be 141.15-1-6.

The remainder parcel will 141.11-1-52.1 for 2303 Hamburg Turn Pike

NOTICE: The information contained in this electronic transmission may be confidential and is the property of Uniland Development Company and its affiliates ("Uniland"). Receipt by anyone other than the intended recipient does not constitute a loss of the confidential nature of the communication. This transmission also constitutes an electronic communication within the meaning of the Electronic Communication Privacy Act, 19 U.S.C. 2510, and its disclosure is strictly limited to the recipient intended by the sender of this communication. If you are not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately and destroy this communication and all attachments. Nothing in this communication, including this information block, the typed name of the sender or anything else, is intended to constitute an electronic signature for purposes of the NY Electronic Signatures and Records Act, the Uniform Electronic Transmissions Act or the Electronic Signature in Global and National Commerce Act ("E-Sign") unless a specific statement to the contrary is included in this message. In transferring electronic files, Uniland makes no express or implied warranties of merchantability or fitness for a particular purpose and makes no representation regarding the usability, utility or readability of the information contained in the attachments. Uniland retains the copyright of the images transferred herein.

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County of Erie county
City of Lackawanna

City of Lackawanna Assessor's Office
714 Ridge Road, Room 213, Lackawanna, NY 14218
716-827-6473 or cityassessor@lackny.com

PARCEL INFORMATION

140900 141.15-1-7
2 Steelworkers Way
330 - Vacant comm
8.29 Acres

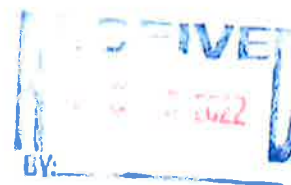
2023 ASSESSMENT NOTIFICATION

OWNER INFORMATION

Uniland Partnership of Del.LP
100 Corporate Pkwy Ste 500
Amherst, NY 14226

You are hereby notified in accordance with the requirements of Section 510 of the Real Property Tax Law of your preliminary assessment. New York State law requires all properties in each municipality to be assessed at market value or at a uniform level of assessment each year.

Year	Assessed Value
2022	\$0
2023	\$249,000
Net Change	+\$249,000



A change in your property's assessment does not necessarily indicate that your taxes will change. Your tax liability will be affected by several factors, including: changes to school/county/municipal budgets, changes to assessments of other properties, changes to exemptions applicable to your property, and apportionment of school and/or county taxes among multiple municipal segments.

You may contact representatives of the assessor's office regarding this notice. If, as a result of consultation with the assessor or otherwise, your tentative assessment differs from this preliminary assessment, you will be notified of that tentative assessment. If you disagree with your property's tentative assessment, in order to protect your right to assessment review, you must file a formal written complaint on the officially prescribed form (RP-524), available from your assessor or online at www.tax.ny.gov, with your Board of Assessment Review (BAR) on or before

Grievance Day: Tuesday, January 10, 2023.

A publication entitled "Contesting Your Assessment in New York State" is available at the assessor's office and online: www.tax.ny.gov.

Please note that your assessor and the BAR can only review your **assessed value**; they do not set and cannot adjust your taxes. If you feel that your assessment is fair but your taxes are too high, your comments should be addressed to the appropriate taxing jurisdiction.

Applications to challenge your assessment are available on the City web site www.lackawannany.gov

Non-Hearing Applications must be submitted on or before Tuesday, January 3, 2023 by 4:00 PM.

If a in-person hearing is requested the application deadline is Friday, December 30, 2022 by 12:00 PM.

Deborah J Skulski-Wakelam
Assessor

EXHIBIT E



June 6, 2023

New York State Department of
Environmental Conservation
Division of Environmental Remediation
625 Broadway, 11th Floor
Albany, New York 12233-7020

RE: *BCP Site II-11 Tecumseh Phase II Business Park (BCP Site Code C915198K)*
2 Steelworkers Way, Lackawanna, New York 14218
Proof of Access

Dear Sir or Madam:

This letter confirms that the following parties have access to the above referenced site:

Tecumseh Redevelopment, Inc.
Buffalo and Erie County Industrial Land Development Corporation
The Uniland Partnership of Delaware L.P.
Uniland Ventures, LLC

to implement any investigation or remedial work required by the New York State Department of Environmental Conservation ("NYS DEC") pursuant to the Brownfield Cleanup Program ("BCP") and otherwise comply with all obligations under the Brownfields Cleanup Agreement ("BCA"), including the recording of an environment easement (already in place, recorded in the Erie County Clerk's Office in Liber 11266 of Deeds at Page 5455), from the date hereof until such time as the BCA is terminated or the NYS DEC issues a Certificate of Completion for the site:

Very truly yours,

RENAISSANCE 6, LLC

A handwritten signature in blue ink, appearing to read "Michael J. Montante", is written over the printed name.

By: Michael J. Montante
Authorized Agent

FOR: UNILAND VENTURES, LLC

SECTION II (2) – NYSDOS DATABASE INFORMATION

SECTION II (3) – PROOF OF AUTHORITY

SECTION II (4) – LLC MEMBERS/OWNERS

Department of State

Division of Corporations

Entity Information

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

Entity Details

ENTITY NAME: UNILAND VENTURES, LLC

DOS ID: 5671725

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: 12/13/2019

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 12/13/2019

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: ERIE

NEXT STATEMENT DUE DATE: 12/31/2023

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

ENTITY DISPLAY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: UNILAND VENTURES, LLC

Address: 100 CORPORATE PARKWAY, SUITE 500, AMHERST, NY, UNITED STATES, 14226

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

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information:

Share Value	Number Of Shares	Value Per Share
-------------	------------------	-----------------

**UNILAND VENTURES, LLC
CONSENT OF THE
MEMBERS AND MANAGER**

THE UNDERSIGNED, being all of the Members and the Manager of UNILAND VENTURES, LLC, a New York limited liability company (the "Company"), hereby take the following actions and consent to the adoption of the following resolutions:

WHEREAS, the Members and Manager have determined that it is advisable and in the best interest of the Company to accept the contribution of certain real property from The Uniland Partnership of Delaware L.P. (the "LP") and admit the LP as a member in the Company;

NOW THEREFORE, be it

RESOLVED, that the Company, acting by and through its Members and Manager, be, and it hereby is, authorized to appoint **Michael J. Montante** as its authorized person to act on behalf of and bind the Company; and be it further

RESOLVED, that Michael J. Montante, as authorized person 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 written 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 for the purpose of conducting the business of the Company; 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 person 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 person's signature:

Name of Authorized Agent Signature

Michael J. Montante

A handwritten signature in blue ink, appearing to read 'Michael J. Montante', is written over a horizontal green line.

RESOLVED, that all actions heretofore taken by the Company or the sole Member or the Manager or the authorized person 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 July 1, 2021.

MEMBER and MANAGER:

UNILAND QOZ FUND, LLC

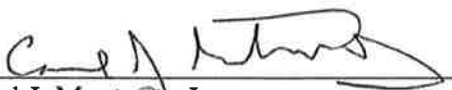
By: Uniland Development I, LLC, Managing Member

By: Univest I Corporation, Managing Member

By: 
Michael J. Montante
President and CEO

MEMBERS:


Michael J. Montante


Carl J. Montante, Jr.


Laura A. Zaepfel

LLC MEMBERS/OWNERS

Uniland Ventures, LLC

Uniland QOZ Fund, LLC (Managing Member)

The Uniland Partnership of Delaware L.P. (Member)

Michael J. Montante (Member)

Carl J. Montante, Jr. (Member)

Laura A. Zaepfel (Member)

Renaissance 6, LLC

Uniland Ventures, LLC (Sole Member and Manager)

FOR: RENAISSANCE 6, LLC

SECTION II (2) – NYSDOS DATABASE INFORMATION

SECTION II (3) – PROOF OF AUTHORITY

SECTION II (4) – LLC MEMBERS/OWNERS

Department of State

Division of Corporations

Entity Information

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

Entity Details

ENTITY NAME: RENAISSANCE 6, LLC

DOS ID: 6572615

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: LIMITED LIABILITY COMPANY LAW - 203
LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY
COMPANY LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 08/26/2022

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 08/26/2022

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: ERIE

NEXT STATEMENT DUE DATE: 08/31/2024

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

ENTITY DISPLAY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: RENAISSANCE 6, LLC

Address: 100 CORPORATE PARKWAY, SUITE 500, AMHERST, NY, UNITED STATES, 14226

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

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information:

Share Value:

Number Of Shares:

Value Per Share:

**RENAISSANCE 6, LLC
CONSENT OF SOLE
MEMBER AND MANAGER**

THE UNDERSIGNED, being the sole Member and the Manager of RENAISSANCE 6, 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 is, authorized to appoint **Michael J. Montante** as its authorized agent to act on behalf of and bind the Company; 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 written 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 for the purpose of conducting the business of the Company; 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 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:

<u>Name of Authorized Agent</u>	<u>Signature</u>
---------------------------------	------------------

Michael J. Montante	
---------------------	--

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 September 1, 2022.

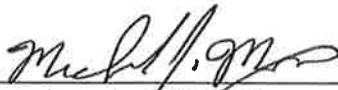
SOLE MEMBER and MANAGER:

UNILAND VENTURES, LLC

By: Uniland QOZ Fund, LLC, Managing Member

By: Uniland Development I, LLC, Managing Member

By: Univest I Corporation, Managing Member

By: 
Michael J. Montante
President

LLC MEMBERS/OWNERS

Uniland Ventures, LLC

Uniland QOZ Fund, LLC (Managing Member)

The Uniland Partnership of Delaware L.P. (Member)

Michael J. Montante (Member)

Carl J. Montante, Jr. (Member)

Laura A. Zaepfel (Member)

Renaissance 6, LLC

Uniland Ventures, LLC (Sole Member and Manager)

STATEMENT RE: VOLUNTEER STATUS

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Site Code C915198K

Renaissance 6, LLC has appropriately answered “no” to all the eligibility questions within Section IV of this Application to Amend Brownfield Cleanup Agreement and Amendment (“Amendment”) and hereby certifies that it is a volunteer and that its liability arises solely as a result of ownership of the site subsequent to the disposal of hazardous waste or discharge of petroleum.

Uniland Ventures, LLC also certifies that it is a volunteer and that its liability arises solely as a result of ownership of the site subsequent to the disposal of hazardous waste or discharge of petroleum.

The Uniland Partnership of Delaware L.P. has previously made the above certification in the prior amendment to the Brownfields Cleanup Agreement (Index No. B9-0696-05-06(B)).

To date, each of Renaissance 6, LLC, Uniland Ventures, LLC and The Uniland Partnership of Delaware L.P. have not undertaken any activity on the site resulting in soil disturbance or otherwise undertaken any activity affecting the soil or groundwater, have taken appropriate care to ensure that there are no continuing releases of contamination on Site II-11 and that there are no threatened future releases of contamination on Site II-11 and have prevented human, environmental or natural resource exposure to any previously released contamination.

As a result, Renaissance 6, LLC, Uniland Ventures, LLC and The Uniland Partnership of Delaware L.P. each confirm that its liability will arise solely as a result of taking ownership and having involvement with Site II-11 subsequent to the disposal of hazardous waste or discharge of petroleum, and each affirms and confirms that it should be a “Volunteer” as that term is defined in Section 27-1045(1)(b) of the New York Environmental Conservation Law.