



Steel Winds Project LLC  
c/o BQ Energy  
20 Jon Barrett Road  
Patterson, NY 12563

June 27, 2007

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

Ladies and Gentlemen:

**Re: Amendment Application for Change in Party**

Reference is made to the Brownfield Site Cleanup Agreement (the "Agreement"), effective September 8, 2006, between the Department of Environmental Conservation (the "Department") and BQ Energy, LLC (the "Applicant"), a New York State Limited Liability Company (BCP Site Number C915205, Index Number B9-0723-06-07).

We attach to this letter an amendment application to add a party to the Agreement. This party is Steel Winds Project LLC ("Steel Winds"), a New York State Limited Liability Company, which is controlled by the owners of the Applicant.

Please note that Steel Winds is a special-purpose project company established to build, own and operate the wind farm on the Site, as that term is defined in the Agreement

Pursuant to Section XV (L) of the Agreement, Applicant shall remain bound by the Agreement.

If you should have any questions or comments, do not hesitate to contact me.

Sincerely,

Paul F. Curran

cc: Martin Doster  
David Flynn  
Paul Werthman

**RECEIVED**

JUN 29 2007

**BUREAU OF  
TECHNICAL SUPPORT**



**NEW YORK STATE  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**



**BROWNFIELD CLEANUP PROGRAM (BCP)  
AMENDMENT APPLICATION FOR CHANGE IN PARTY**

04/06

BCP SITE NAME: Tecumseh Redevelopment, Inc. Site			BCP SITE NUMBER: C915205		
NAME OF CURRENT APPLICANT(S): BQ Energy, LLC					
INDEX NUMBER OF EXISTING AGREEMENT (if applicable): B9-0723-06-07					
NAME Steel Winds Project LLC					
ADDRESS c/o BQ Energy, 20 Jon Barrett Road					
CITY/TOWN Patterson, NY			ZIP CODE 12563		
PHONE 845-228-3477	FAX 845-228-3470		E-MAIL pcurran@bqenergy.com		
NAME OF REQUESTOR'S REPRESENTATIVE Paul F. Curran					
ADDRESS c/o BQ Energy, 20 Jon Barrett Road					
CITY/TOWN Patterson, NY			ZIP CODE 12563		
PHONE 845-228-3477	FAX 845-228-3470		E-MAIL pcurran@bqenergy.com		
NAME OF REQUESTOR'S CONSULTANT Turnkey Environmental Restoration, LLC					
ADDRESS 726 Exchange Street, Suite 624					
CITY/TOWN Buffalo, NY			ZIP CODE 14210		
PHONE 716-856-0635	FAX 716-856-0583		E-MAIL martin@benchmarkees.com		
NAME OF REQUESTOR'S ATTORNEY David Flynn					
ADDRESS Phillips Lytle, 3400 HSBC Center					
CITY/TOWN Buffalo, NY			ZIP CODE 14203		
PHONE 716-847-5473	FAX 716-852-6100		E-MAIL dflynn@phillipslytle.com		
THE 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 contamination.		
<b>RECEIVED</b>  JUN 29 2007  <b>BUREAU OF TECHNICAL SUPPORT</b>			NOTE: By checking this box, the requestor certifies that he/she has exercised appropriate care with respect to the contamination found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; and iii) prevent or limit human, environmental, or natural resource exposure to any previously released contamination.		

Requestor's Relationship to Property (check one):

Prior Owner  Current Owner  Potential /Future Purchaser  Other Lessee

If requestor is not the site owner, requestor will have access to the property throughout the BCP project.

Yes  No

(Note: proof of site access must be submitted for non-owners) **See Attached Proof of Site Access**

Describe Requestor's Relationship to Existing Applicant:

**Requestor is controlled by the owners of Existing Applicant.**

Briefly Describe Basis for Submitting this Amendment Application:

**Requestor is a special-purpose project company established to build, own and operate the wind farm on the property.**

OWNER'S NAME (if different from requestor) **Tecumseh Redevelopment, Inc.**

ADDRESS **4020 Kinross Lakes Parkway**

CITY/TOWN **Richfield, OH**

ZIP CODE **44286**

PHONE **330-388-4424**

FAX **330-659-9132**

E-MAIL **keith.nagel@mittalsteel.com**

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

1. Are any enforcement actions pending against the requestor regarding this site?  Yes  No
2. Is the requestor subject to an existing order relating to contamination at the site?  Yes  No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site?  Yes  No
4. Has the requestor been determined to have violated any provision of ECL Article 27?  Yes  No
5. Has the requestor previously been denied entry to the BCP?  Yes  No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving contaminants?  Yes  No
7. Has the requestor been convicted of a criminal offense that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration?  Yes  No
8. Has the requestor knowingly falsified or concealed material facts or knowingly submitted or made use of a false statement in a matter before the Department?  Yes  No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.8(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?  Yes  No

(Individual)

I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am President (title) of Steel Winds Project 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.

Date: 6/27/07 Signature: [Signature] Print Name: Paul F. Curran

(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. If an Agreement exists, I will execute an Amendment to that Agreement if this Application for an Amendment is approved.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am Managing Director (title) of BQ Energy, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. If an Agreement exists, BQ Energy, LLC will execute an Amendment to that Agreement if this Application for an Amendment is approved.

Date: 6/27/07 Signature: [Signature] Print Name: Paul F. Curran

**SUBMITTAL INFORMATION:**

Three (3) complete copies are required.

- Two (2) copies, one hard copy with original signatures and one electronic copy in Portable Document Format (PDF) on a CD or diskette, 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

- One (1) hard copy must be sent to the DEC regional contact in the regional office covering the county in which the site is located. Please check DEC's website for the address of our regional offices:  
<http://www.dec.state.ny.us/website/der/index.html>

**FOR DEPARTMENT USE ONLY**

BCP SITE T&A CODE: \_\_\_\_\_ LEAD OFFICE: \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_

**LEASE AMENDMENT #1**

This Amendment is made to the LEASE AGREEMENT (the "Lease") made as of September 11, 2006 by and between TECUMSEH REDEVELOPMENT, INC., a Delaware corporation (hereinafter called "Lessor"), and BQ ENERGY, LLC, a New York limited liability company (hereinafter called "Lessee"). Lessor and Lessee, each on behalf of itself and its successors and assigns and each in consideration of the covenants and agreements to be kept and performed by the other, hereby amend the Lease as follows:

1. **APPROVAL TO SUBLEASE.**

1.1. Lessor hereby grants permission to Lessee to sublease its land use rights in whole or in part, for construction, and operation of the 20 MW wind farm to Steel Winds Project, LLC, Lessee may also sublease to any other entity ("Sublessee") which will develop, construct, own and operate the 20 MW wind farm with the written approval of Lessor, such approval not to be unreasonably withheld.

1.2. The Sublessee will have the right to directly pay rent to Tecumseh to satisfy all Lessee obligations under the Lease.

1.3. All notifications related to the Lease shall be copied to the following in addition to those persons named in the Lease:

UPC Wind Management, LLC  
100 Wells Ave., Suite 201  
Newton, MA 02459  
Facsimile No.: (617) 964-3342

1.4. In the event of a default under the Lease by the Lessee, which was not caused by the actions of the Sublessee, and which is not directly related to the use of the Premises for the operation of the Wind Farm, Sublessee shall have the right to cure any such default and be given a period of 30 days after notification of a default by Lessee.

1.5. No Sublease of its rights shall diminish the rights or obligations of BQ Energy under this Lease.

2. **INDEMNIFICATION**

2.1. The Sublessee is required to indicate in the Sublease that it honors all indemnification clauses contained in the Lease. Notwithstanding the foregoing, Sublessee shall not be responsible for indemnification for pre-existing contamination. Tecumseh, its affiliates, members and subsidiaries, including the Mittal Companies as defined in the Lease, hereby extend all of its indemnification clauses to include any Sublessee.

2.2. Paragraph 13.3 of the Lease shall be amended and restated in entirety as follows:

Neither Lessee nor any person or entity entering the Premises by, through or under Lessee shall cause or permit any Hazardous Material (as hereinafter defined) to be released upon, in or about the Premises in violation of any law, rule, statute, ordinance, order, requirement or policy of any governmental agency or authority having jurisdiction over the Premises or the regulation of any such Hazardous Material.

2.3. Paragraph 13.6 of the Lease shall be amended and restated in entirety as follows:

Lessor shall indemnify, defend and hold Lessee harmless from and against any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities, or losses (including, without limitation sums paid in settlement of claims, attorneys' fees, consultant fees, expert fees, and costs associated with the investigation of any such claim) existing or occurring on or prior to the term of the Lease by reason of the presence of Hazardous Material on or about the Premises or surrounding areas or any disposal site (including, without limitation, any claims, judgments, damages, penalties, fines, costs, expenses, liabilities, or losses arising under the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. §9601 et. seq.).

#### 4. SITE PLAN CHANGES

4.1. With reference to Paragraph 6.2.1, Lessor hereby approves the changes to the site plan as reflected in the attached Figure 2.2. Specifically approved in that figure are the routing of the power transmission lines (both overhead and below ground sections) and the placement of the wind monitoring tower (Labeled "Anemometer" on Figure 2.2).

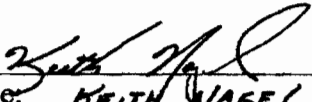
#### 5. ADDITION TO EASEMENT LANDS

5.1. Paragraph 1.2 of the Lease shall be amended and restated in entirety as follows:

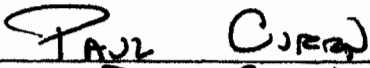
Lessor grants to Lessee a nonexclusive right (a) of use of the land under which or the air space in which the wires for the Wind Project are run, as approved by Lessor in writing from time to time, (b) of ingress and egress between the Premises and Hamburg Turnpike over such roads on the Owner's Property as designated in the metes and bounds description (Exhibit A) as Lessor may from time to time designate, (c) to permit similar ingress and egress by Lessee's employees, representatives, and agents, and (d) of ingress and egress to the land designated by the purple band in the attached Figure 2.2 for purposes of undertaking activities related to the BQ Energy Brownfield Cleanup Agreement with the NYS Department of Environmental Conservation (the lands that Lessee is permitted to use pursuant to the provisions of this Section being hereinafter called the "Easement Lands").

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Lease as of the date and year first above written.

**TECUMSEH REDEVELOPMENT INC.,**  
As Lessor

By:   
Name: KEITH WAGES  
Title: DIR. REAL ESTATE

**BQ ENERGY, LLC,**  
As Lessee

By:   
Name: PAUL CURRAN  
Title: MANAGING DIRECTOR



