



Department of  
Environmental  
Conservation

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

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

Amendment to modify the existing BCA: [check one or more boxes below]

- Add applicant(s)
- Substitute applicant(s)
- Remove applicant(s)
- Change in Name of applicant(s)

Amendment to reflect a transfer of title to all or part of the brownfield site **See Exhibit A**

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

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

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

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

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

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

Other (explain in detail below)

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

This Amendment seeks to:

(1) Change the owner of Brownfield Cleanup Program (BCP) Site C915218 (the "Site") on the Brownfield Cleanup Agreement (BCA) to reflect the transfer that occurred February 23, 2021 from Tecumseh Redevelopment Inc. to Sucro Real Estate NY, LLC. Exhibit A includes the proof of closing submitted to NYSDEC on March 1, 2021.

(2) Add Sweet Life, LLC to the BCA for the Site. Sucro Real Estate NY, LLC remains the Site owner and a party to the BCA.

(3) Modify the address for Tax Parcel Number 141.11-1-48.12 to 2303 Hamburg Turnpike, Lackawanna, NY 14218 as shown in Section V.

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

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

Section I. Current Agreement Information		
BCP SITE NAME: Tecumseh Phase IA Business Park		BCP SITE NUMBER: C915218
NAME OF CURRENT APPLICANT(S): Tecumseh Redevelopment Inc., Sucro Real Estate NY, LLC		
INDEX NUMBER OF AGREEMENT: B9-0752-07-08		DATE OF ORIGINAL AGREEMENT: 12/11/08
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME Sweet Life, LLC		
ADDRESS 2020 Ponce de Leon Blvd, Suite 1204		
CITY/TOWN Coral Gables		ZIP CODE 33134
PHONE 305-901-5222	FAX	E-MAIL jtaylor@sucro.us
<p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> <li>If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation &amp; Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. <b>See Exhibit B</b></li> </ul>		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Jonathan Taylor		
ADDRESS 2020 Ponce de Leon Blvd, Suite 1204		
CITY/TOWN Coral Gables		ZIP CODE 33134
PHONE 305-901-5222	FAX	E-MAIL jtaylor@sucro.us
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Benchmark Environmental Engineering & Science, PLLC		
ADDRESS 2558 Hamburg Turnpike, Suite 300		
CITY/TOWN Buffalo		ZIP CODE 14218
PHONE 716-856-0599	FAX 716-856-0583	E-MAIL tforbes@bm-tk.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Zdarsky, Sawicki & Agostinelli LLP		
ADDRESS 1600 Main Place Tower, 350 Main Street		
CITY/TOWN Buffalo		ZIP CODE 14202
PHONE 716-855-3200	FAX 716-855-3101	E-MAIL gagostinelli@zsa.cc
<p>2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <b>See Exhibit C</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>3. Describe Requestor's Relationship to Existing Applicant:</p> <p>Sweet Life, LLC (requestor) is an affiliated entity of Sucro Real Estate NY, LLC. Requestor has no relationship with other applicants. Sweet Life, LLC will be a lessee and have a leasehold interest in the Site.</p>		

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

OWNER'S NAME (if different from requestor) **Sucro Real Estate NY, LLC**

ADDRESS **2020 Ponce de Leon Blvd, Suite 1204**

CITY/TOWN **Coral Gables**

ZIP CODE **33134**

PHONE **305-901-5222**

FAX

E-MAIL **jtaylor@sucro.us**

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

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

PARTICIPANT

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

VOLUNTEER

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

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

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

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

Prior Owner  Current Owner  Potential /Future Purchaser  Other Lessee

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

**Note: a purchase contract does not suffice as proof of access.** **See Exhibit E**

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

1. Property information on current agreement:

ADDRESS 2303 Hamburg Turnpike

CITY/TOWN Lackawanna

ZIP CODE 14218

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 12.07

Parcel Address	Section No.	Block No.	Lot No.	Acreage
A portion of 1951 Hamburg Turnpike, Lackawanna, NY 14218	141.11	1	1.111	12.07

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

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

Total acreage to be added: \_\_\_\_\_

Reduction of property

2b. PARCELS REMOVED:

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

Total acreage to be removed: \_\_\_\_\_

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

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage
2303 Hamburg Turnpike, Lackawanna, NY 14218	141.11	1	48.12	12.07

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

**3. TOTAL REVISED SITE ACREAGE:** 12.07 **See Exhibit F**

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

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Please answer questions below and provide documentation necessary to support answers.</b>	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <a href="#">DEC's website</a> for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>From ECL 27-1405(31):</b>	
<p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>	



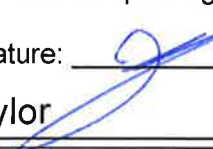
**PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**

<b>Existing Agreement Information</b>	
BCP SITE NAME: Tecumseh Phase IA Business Park	BCP SITE NUMBER: C915218
NAME OF CURRENT APPLICANT(S): Tecumseh Redevelopment Inc., Sucro Real Estate NY, LLC	
INDEX NUMBER OF AGREEMENT: B9-0752-07-08	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 12/11/08	

**Declaration of Amendment:**

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

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

<b>Statement of Certification and Signatures: New Requestor(s) (if applicable)</b>
(Individual)  I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.  Date: _____ Signature: _____  Print Name: _____
(Entity)  I hereby affirm that I am (title <u>CEO</u> ) of (entity <u>Sweet Life, LLC</u> ); 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: <u>6/8/21</u> Signature:   Print Name: <u>Jonathan Taylor</u>

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

(Individual)

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am Director Environmental Land & 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: 6/7/21 Signature: Keith Nagel

Print Name: Keith Nagel

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Please see the following page for submittal instructions.

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

Status of Agreement:

<input type="checkbox"/> <b>PARTICIPANT</b> 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"/> <b>VOLUNTEER</b> A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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**Effective Date of the Original Agreement:** 12/11/08

**Signature by the Department:**

DATED: 7/27/21

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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



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

(Individual)

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am President <sup>Sucro Real Estate NY,</sup> (title) of LLC \_\_\_\_\_ (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 6/8/12 Signature: \_\_\_\_\_

Print Name: Jonathan Taylor

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Please see the following page for submittal instructions.

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

Status of Agreement:

<input type="checkbox"/> <b>PARTICIPANT</b> 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"/> <b>VOLUNTEER</b> A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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**Effective Date of the Original Agreement:** 12/11/08

**Signature by the Department:**

DATED: 7/27/21

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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

**SUBMITTAL INFORMATION:**

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

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

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

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**FOR DEPARTMENT USE ONLY**

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

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

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# **EXHIBIT A**

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## **NOTICE OF SITE TRANSFER**

March 1, 2021

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

**RECEIVED**

MAR 08 2021

BUR. OF TECH. SUPPORT

**Re: Tecumseh Phase IA Business Park  
NYSDEC Site No. C915218  
Notice of Site Transfer**

Dear Ms. Lewandowski:

On behalf of Sucro Real Estate NY, LLC (Sucro), Benchmark Environmental Engineering & Science, PLLC is herein providing a copy of the recorded deed and filing receipt dated February 23, 2021 for the above-referenced Site. This follows the 60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion, and/or Ownership submitted on October 14, 2020 to notify NYSDEC that Tecumseh Redevelopment, Inc. planned to transfer ownership of the Phase IA Business Park to Sucro.

Please contact us if you have any questions or require additional information.

Sincerely,  
Benchmark Environmental Engineering & Science, PLLC



Thomas H. Forbes, P.E.  
Principal Engineer

Enc.

ec: K. Draves (NYSDEC)  
A. Zwack (NYSDEC)  
M. Nisengard (Lippes Mathias)  
G. Agostinelli (Zdarsky Sawicki)  
J. Taylor (Sucro)  
S. D'Aniello (Sucro)  
P. Werthman (Benchmark)  
L. Riker (Benchmark)

**Strong Advocates, Effective Solutions, Integrated Implementation**

[www.benchmarkees.com](http://www.benchmarkees.com)

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

MICHAEL P. KEARNS, ERIE COUNTY CLERK  
REF:

DATE: 2/23/2021  
TIME: 12:44:55 PM  
RECEIPT: 21028417 - DUPLICATE -

ZDARSKY SAWICKI & AGOSTINELLI BOX 197  
ACCOUNT #: 1643

DUPLICATE RECEIPT

ITEM - 01 AMD  
RECD: 2/23/2021 1:08:50 PM  
FILE: 2021033902 BK/PD D 11375/321  
TECUMSEH REDEVELOPMENT INC  
Recording Fees 65.50  
Subtotal 65.50

ITEM - 02 703  
RECD: 2/23/2021 1:08:50 PM  
FILE: 2021033903 BK/PD D 11375/326  
TECUMSEH REDEVELOPMENT INC  
Recording Fees 60.00  
Subtotal 60.00

ITEM - 03 DEED  
RECD: 2/23/2021 1:08:50 PM  
FILE: 2021033904 BK/PD D 11375/330  
Deed Sequence: TT2020015404  
TECUMSEH REDEVELOPMENT INC  
SUCRO REAL ESTATE NY LLC  
Recording Fees 95.00  
RP5217 CNTY \$9 9.00  
RP5217 ST-NON RES \$241 241.00  
TP584 10.00  
TRANSFER  
MANSION TT 0.00  
TT-STATE \$2/500 1,000.00  
TT-COUNTY \$2.50/500 1,250.00  
Subtotal 2,605.00

TOTAL DUE \$2,730.50  
PAID TOTAL \$2,730.50  
PAID CHECK \$2,730.50  
Check #51027: 2,250.00  
Check #51028: 480.50

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REC BY: David M  
COUNTY RECORDER



Box  
197  
GJA

**QUIT CLAIM DEED**

**THIS INDENTURE** is made effective as of the 23<sup>rd</sup> day of February, 2021 between

**TECUMSEH REDEVELOPMENT INC.**, a Delaware corporation, with an address of 4020 Kinross Lakes Parkway, Richfield, Ohio 44286 (the "**Grantor**"), and

**SUCRO REAL ESTATE NY, LLC**, a New York limited liability company with offices located at 2020 Ponce de Leon, Suite 1204, Miami, Florida 33134 (the "**Grantee**").

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

**BEING AND HEREBY** intending to describe and convey a portion of the property conveyed to Grantor from Bethlehem Steel Corporation by deed dated May 6, 2003 and recorded on May 22, 2003 in the Erie County Clerk's Office in Liber 11040 of Deeds at Page 8953, such portion of the property, and the Premises conveyed hereunder, being and hereby intending to be New York State Brownfield Cleanup Program Site No. C915218.

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

**TOGETHER** with all right, title and interest, if any, of Grantor in and to any strips and gores, if any, located between the Premises and those premises owned by adjoining land owners.

**BUT EXCLUDING THEREFROM AND RESERVING IN GRANTOR**, and Grantor's successors and assigns, any and all subsurface oil, gas, and minerals below the surface of the Premises to the extent such oil, gas, and minerals can be extracted without using, occupying or disturbing the surface and without depriving the surface of subjacent or lateral support (the rights of subjacent and lateral support being expressly included in this conveyance).

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

**Sewer Use**

**GRANTOR AND GRANTEE ACKNOWLEDGE, AGREE AND COVENANT THAT** the Premises is conveyed subject to that certain Sewer Utility Use License Agreement made by and between Grantor and Buffalo and Erie County Industrial Land Development Corporation dated July 24, 2017 and recorded in the Erie County Clerk's Office on July 25, 2017 in Liber 11316 of Deeds at page 2267 (the "**Sewer Agreement**"), and that with respect to such Sewer Agreement: (i) Grantor is expressly permitted to keep and utilize the Tecumseh Sewer Utility System (as such term is defined in the Sewer Agreement), including without limitation all sewer pipelines, lift station and pumps related to the Tecumseh Sewer Utility System, on the Premises for the benefit of Grantor

FILED  
FEB 23 2021  
ERIE COUNTY  
CLERK'S OFFICE



and the Tecumseh Users (as such term as defined in the Sewer Agreement) and in accordance with the terms and conditions of the Sewer Agreement; (ii) Grantor shall continue to have access to the Premises for purposes of accessing, maintaining, operating, repairing and utilizing the Tecumseh Sewer Utility System or as otherwise necessary with respect to the Sewer Agreement; (iii) Grantee is within the class of the Tecumseh Users (as such term as defined in the Sewer Agreement) and is entitled to connect to and utilize the Tecumseh Sewer Utility System subject to and in accordance with all of the terms and conditions of the Sewer Agreement; and (iv) notwithstanding anything to the contrary in the Sewer Agreement, if Grantee connects to the Tecumseh Sewer Utility System, to the extent that Grantor incurs access unit fees or other charges based on Grantee's connection and discharges into the said system, Grantee shall be obligated to pay or reimburse Grantor such access unit fees or other charges equal to those paid by Grantor for such discharges into Erie County Sewer District #6 (or such other sewer district system which charges Grantor for such discharges).

### Access Rights

**GRANTEE FURTHER ACKNOWLEDGES, AGREES AND COVENANTS THAT** (i) its access rights to the Premises are referenced on **Schedule A** hereto; (ii) Grantee shall utilize such access rights subject to and in accordance with the terms of the instruments granting such access; and (iii) pursuant to that certain Declaration and Reservation of Access Easement recorded in the Erie County Clerk's Office in Liber 11338 of Deeds at page 4778 (the "**Access Declaration**"), Grantee shall be deemed a "Parcel Owner" (as such term is defined in the Access Declaration) thereunder, Grantee and its tenants, subtenants, affiliates, licenses, agents, guests, invitees, heirs, administrators, successors and assigns shall be deemed "Business Park Users" (as such term is defined in the Access Declaration) thereunder, and that Grantee and such parties are expressly bound by all pertinent terms, covenants, conditions and obligations under the Access Agreement including without limitation those pertaining to a Parcel Owner and a Business Park User (as such terms are defined in the Access Declaration).

### Grantor Access

**GRANTOR AND GRANTEE FURTHER ACKNOWLEDGE, AGREE AND COVENANT THAT**, except as otherwise expressly set forth herein, Grantor will have no obligation whatsoever at any time to perform any repair or any work of any kind or nature on, under, within or with respect to the Premises, including areas on, above, or below the surface of the Premises, or any adjacent properties, including, without limitation, environmental investigation, remediation, monitoring, removal action, or clean up or other similar activity to the Premises or any portion thereof or adjacent or beneath thereto. Notwithstanding the foregoing or anything else herein to the contrary, Grantor, at its cost and expense, will perform environmental remediation of the South Water Return Trench within the Premises (the "**SWRT**"), the North Water Return Trench within the Premises (the "**NWRT**"), and, together with the SWRT, the "**WRT**") and the removal of all elevated exterior coke gas piping and/or the substances contained therein located south of the Blowing Engine House and located on the Premises (the "**Blowing Engine House Piping Work**") as required by the New York State Department of Environmental Conservation ("**NYSDEC**") and pursuant to and in accordance with the global RCRA Order by and between Grantor and NYSDEC and/or under a new consent order(s) if and when entered into by Grantor and NYSDEC (the "**Order**"), a copy of which will be provided to Grantee when such Order is fully executed. Grantor shall perform such work as soon as is reasonably practical as set forth in the Order and shall request that the NYSDEC provide expedited approvals with respect to such work. Following the recording



of this Deed, to the extent that access to the Premises is not otherwise provided pursuant to an easement, right of way or other agreement of record, Grantee will grant Grantor access to the Premises as reasonably requested by Grantor in order to comply with Grantor's obligations under the Order and as set forth herein.

**Environmental Easement and Environmental Restrictions, Obligations, Covenants and Releases**

**THIS CONVEYANCE** is also made and accepted subject to the restriction that no wells for the extraction or use of water from beneath the surface of the Premises or any part thereof shall be installed, built, permitted or utilized on the Premises or any part thereof for any purpose whatsoever; provided, however, that Grantor, Grantee and/or their respective affiliates, successors and assigns may install, use, operate and maintain monitoring wells and treatment wells, including the extraction and treatment of water therefrom, solely for the purpose of monitoring, treating or remediating such water.

**THIS CONVEYANCE** is made by Grantor expressly subject to, and Grantee accepts this conveyance expressly subject to, that certain Environmental Easement affecting the Premises as more particularly described in said Environmental Easement as New York State Brownfield Cleanup Program Site No. C915218, said Environmental Easement held by the NYSDEC and recorded in the Erie County Clerk's Office on July 15, 2014 in Liber 11266 of Deeds at pages 5446 (the "**Environmental Easement**"), and Grantor and Grantee hereby covenant and agree that the Premises shall be utilized in accordance with the terms, conditions and requirements of the Environmental Easement.

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

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

**GRANTEE HEREBY FURTHER COVENANTS**, warrants and represents that it shall keep the Premises in the New York State Brownfield Cleanup Program (the "**BCP**").

**GRANTEE HEREBY FURTHER COVENANTS** that except for the environmental remediation with respect to the WRT and the Blowing Engine House Piping Work to be provided by Grantor as described in this Deed, Grantee shall take all actions necessary to keep the Premises in and meet the requirements of the BCP, and also that Grantee, at its sole cost and expense, shall obtain and secure a Certificate of Completion (the "**COC**") for the Premises from NYSDEC as soon as practicable after the recording of this Deed, 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. The remedial work of Grantee shall include the following: (a) all remedial work pertaining to the "hotspots" identified in that certain Remedial Investigation/ Alternative Analysis (RI/AA) Report by Turnkey Environmental Restoration LLC



dated April, 2012 and revised May, 2018 and further revised September, 2020 (the “*TurnKey Report*”); (b) all remedial work pertaining to the ground coverings (asphalt, soils and vegetation) to be performed with respect to the Premises as described in the TurnKey Report; (c) all dewatering of the basements located in any of the buildings located on the Premises (d) if desired by Grantee, any demolition of the middle warehouse building on the Premises; (e) any other remedial work required by NYSDEC to secure a COC; and (f) all site monitoring work to be performed following issuance of the COC which shall be performed in accordance with an acceptable site management plan (together with any amendments thereto, the “*SMP*”). The remedial work of Grantee may be subject to modification by NYSDEC as part of the issuance of a final approved decision document with respect to the site or otherwise.

**GRANTEE AND GRANTOR HEREBY COVENANT** that they shall comply with any and all pertinent BCP requirements and obligations, including but not limited to the terms, conditions and provisions of the COC and the BCA as well as the terms, conditions and provisions of the corresponding Environmental Easement. Grantor has incurred and accrued certain expenses that may qualify for BCP tax credits upon issuance of a COC for the Premises, and shall provide Grantee with a summary of potentially eligible additional expenses that may qualify for BCP tax credits with respect to the Premises. Grantee, having become and as a party to the BCA, may similarly incur and accrue certain expenses that may be eligible for BCP tax credits. Grantor and Grantee shall have the exclusive right to claim any and all BCP tax credits for ‘eligible costs’ that each such party has incurred.

**GRANTEE AND GRANTOR HEREBY FURTHER COVENANT THAT** they shall cooperate reasonably and in good faith with each other any successor of either party and that, in coordination with Grantor, Grantee shall take responsibility to obtain the COC for the Premises and to comply with all other Post-Closing BCP Obligations (as hereinafter defined) with respect to the Premises in order to secure the issuance of a COC for the Premises in accordance with the time frames set forth in this Deed, and also in connection with claiming tax credits under the BCP. Notwithstanding anything to the contrary in this Deed, and as a material inducement for Grantor to convey the Premises to the Grantee, Grantee hereby acknowledges, affirms, covenants, represents and warrants that Grantee shall, at Grantee’s sole cost and expense, be bound by, comply with, and/or assume, perform, undertake or discharge all of the post-closing terms, conditions, responsibilities, requirements, and/or obligations pursuant to the BCP, with such obligations and responsibilities including, without limitation, adherence with the BCA (including amendments thereto), Environmental Easements (including any amendments thereto), the *SMP*, obtaining COC for the Premises as required herein, post-closing groundwater monitoring and post-closing reporting to the NYSDEC, and adhering to the COC including amendments thereto (collectively, the “*Post-Closing BCP Obligations*”).

**GRANTEE HEREBY FURTHER COVENANTS** that it shall defend, indemnify and hold Grantor harmless from and against all claims, liabilities, suits, damages, costs and expenses (including attorneys’ fees) to the extent related to or arising from (i) non-compliance with the BCA, the Environmental Easements, the *SMP*, the COC, and/or any and all other Post-Closing BCP Obligations; (ii) Grantee’s failure to meet its obligations under and pursuant to Section 25 hereof, including, without limitation, Grantee obtaining the COC for the Premises (Grantee hereby acknowledging and agreeing that the loss incurred by Grantor in such a situation shall be deemed to specifically include, without limitation, the full liability release provided for under the BCP had the Premises timely received the COC and the loss of any tax credits for eligible expenses incurred by Grantor); and (iii) 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 Premises. Notwithstanding the foregoing, the terms of this paragraph shall not apply to the extent such non-compliance, failure to meet obligations, claims, actions or orders were directly caused by Grantor.

**GRANTEE ACKNOWLEDGES AND HEREBY FURTHER COVENANTS THAT,** EXCEPT AS EXPRESSLY CONTAINED IN THIS DEED, NEITHER GRANTOR NOR ANYONE ACTING FOR OR ON BEHALF OF GRANTOR HAS MADE ANY REPRESENTATION, STATEMENT, WARRANTY OR PROMISE TO GRANTEE, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE CONCERNING THE CONVEYANCE OF THE PREMISES, THE PHYSICAL ASPECTS AND CONDITION OF ANY OF THE PREMISES WHICH IS THE SUBJECT OF THIS DEED OR ANY PORTION THEREOF OR ADJACENT OR BENEATH THERETO (AND INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATING TO THE CONDITION OR MERCHANTABILITY OF THE PREMISES, THE FITNESS OF THE PREMISES FOR A PARTICULAR PURPOSE, AND GRANTOR'S TITLE TO THE PREMISES), ANY DIMENSIONS OR SPECIFICATIONS OF ANY OF THE PREMISES, THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE PREMISES OR ANY MATTERS PERTINENT TO THE PREMISES, THE PHYSICAL, OPERATING OR REGULATORY COMPLIANCE OF THE PREMISES, ANY MATTER, CIRCUMSTANCE OR COMPLIANCE RELATING TO ENVIRONMENTAL LAW, PERMITS OR AUTHORIZATIONS RELATED TO THE ENVIRONMENT, THE PRESENCE OF OR RELEASE OF MATERIALS, INCLUDING HAZARDOUS MATERIALS, INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT OR ANY OTHER ENVIRONMENTAL CONDITION OF THE PREMISES, THE FEASIBILITY, DESIRABILITY OR CONVERTIBILITY OF ANY OF THE PREMISES INTO ANY PARTICULAR USE, THE PROJECTED INCOME OR EXPENSES FOR THE PREMISES, THE PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; OR THE GEOLOGICAL OR ENGINEERING CONDITION OF THE PREMISES. GRANTEE ACKNOWLEDGES THAT IT IS ACCEPTING THE PREMISES AND THIS DEED SOLELY ON THE BASIS OF GRANTEE'S OWN INVESTIGATION AND DUE DILIGENCE OF THE CONDITION OF THE PREMISES, AND GRANTEE ASSUMES THE RISK THAT ADVERSE CONDITIONS (INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION AND ADVERSE ENVIRONMENTAL CONDITIONS PERTINENT TO THE PREMISES, INCLUDING BUT NOT LIMITED TO THE PRESENCE OR RELEASE OF HAZARDOUS SUBSTANCES) MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATION AND DUE DILIGENCE, AND GRANTEE HAS NOT RELIED ON ANY REPRESENTATION, STATEMENT OR WARRANTY OF GRANTOR OR ANYONE ACTING FOR OR ON BEHALF OF GRANTOR, ALL OF WHICH ARE TO BE INDEPENDENTLY VERIFIED BY GRANTEE; AND THAT GRANTEE IS PURCHASING THE PREMISES, AND ANY AND ALL OF GRANTOR'S RIGHTS, TITLES AND INTERESTS ATTRIBUTABLE THERETO, ON ITS OWN INSPECTION AND EXAMINATION THEREOF. GRANTEE SHALL ACCEPT THE PREMISES (I) ON AN "AS IS, WHERE IS" BASIS "WITH ALL FAULTS" AND "WITH ALL DEFECTS", WITHOUT RECOURSE AGAINST GRANTOR, (II) WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR REPRESENTATIONS AS TO THE MERCHANTABILITY, CONDITION, FITNESS OR HABITABILITY THEREOF, OR THE DIMENSIONS, SPECIFICATIONS, PHYSICAL ASPECTS AND CONDITION OF ANY OF THE PREMISES, THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY,



DESIGN OR MARKETABILITY OF THE PREMISES, OR AS TO USE FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH GOVERNMENTAL PERMITS, APPROVALS, REQUIREMENTS AND ENVIRONMENTAL LAWS, OR AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES OR ANY PORTION THEREOF OR ADJACENT OR BENEATH THERETO, INCLUDING BUT NOT LIMITED TO THE CONDITION OF THE SOIL, SUBSOIL, GROUNDWATER AND SURFACE WATER AND STRUCTURAL OR ENVIRONMENTAL CONDITION OF IMPROVEMENTS OR AS TO THE PRESENCE, USE, DISCHARGE, SPILL STORAGE, GENERATION, MIGRATION, HANDLING, RECYCLING, PROCESSING, TREATMENT, DISPOSAL, RELEASE OR THREAT OF RELEASE OF ANY SUBSTANCES, INCLUDING HAZARDOUS SUBSTANCES AT THE PREMISES OR ANY PORTION THEREOF OR ADJACENT OR BENEATH THERETO OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT OR ANY OTHER ENVIRONMENTAL CONDITION OF THE PREMISES; (III) THE PHYSICAL, OPERATING OR REGULATORY COMPLIANCE OF THE PREMISES, INCLUDING WITHOUT LIMITATION ANY MATTER, CIRCUMSTANCE OR COMPLIANCE RELATING TO ENVIRONMENTAL LAWS, AND (IV) PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR.

**GRANTEE HEREBY FURTHER COVENANTS** that except for Grantor's obligations under the Order and with respect to the WRT and the Blowing Engine House Piping Work, Grantee expressly waives, releases, and forever discharges Grantor from any liability and risks of, and assumes sole responsibility for and agrees to indemnify, defend, and hold Grantor harmless from and against, any and all claims, demands, liabilities, losses, and obligations of whatsoever kind or nature, direct or indirect and whether conditional, contingent, or otherwise, known or unknown, arising under, pursuant to, from or by reason of, or in connection with, any and all federal, state, and local laws, statutes, ordinances, rules, regulations, permits or standards including, but not limited to, those relating to the Environment, any Hazardous Substances or other adverse environmental conditions relating to the Premises or any portion thereof or adjacent or beneath thereto whether such condition is disclosed or is latent or is caused by or otherwise attributed to Grantor. Without limiting the foregoing, and except as expressly provided in this Deed, Grantor shall not be liable to Grantee for any damage or loss (including, but not limited to, liabilities, costs and expenses) arising out of or in connection with this Deed or the transactions contemplated hereby, whether in contract or in tort, under common law, or by reason of any local, state or federal laws or regulations. In no event shall Grantor be liable for incidental or consequential damages, even if Grantor has been advised of the possibility of such damages. Grantee further acknowledges and agrees that by acceptance of the Deed, and except for any matters pertaining to a breach of the covenant of the Grantor to perform the environmental remediation with respect to the WRT and the Blowing Engine House Piping Work as set forth in this Deed, Grantee will waive and irrevocably release and discharge Grantor from any and all claims, liabilities, costs or obligations with respect to the Premises, including, without limitation, any environmental matters, and that this release includes claims of which Grantee is presently unaware or which Grantee does not presently suspect to exist which, if known by Grantee, would materially affect Grantee's release of Grantor. Grantee hereby further waives the right to recover from Grantor and its directors, officers, employees and agents, any and all damages, losses, liabilities, costs or expenses whatsoever (including, reasonable attorney fees), and claims therefore, whether direct or indirect known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or connected with the Premises. "**Environmental Laws**" means any and all Federal, state, and local laws, rules or requirements relating to human health and safety or the Environment, including but not be limited to the Comprehensive Environmental Response, Compensation and



Liability Act of 1980 ("CERCLA"), Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act ("RCRA"), Toxic Substances Control Act ("TSCA"), Clean Air Act, Federal Water Pollution Control Act, Endangered Species Act, and any state equivalent thereof, and any other federal, state, or local laws, regulations, by-laws, rules, codes, orders, guidelines, policies, ordinances, permits, judgments or decrees whether now applicable or existing or hereinafter enacted or applicable, and common law relating to the Environment or environmental matters. "**Hazardous Substances**" for the purposes of this Deed shall include but not be limited to any toxic or hazardous material or substance, pollutant, contaminant, solid waste, liquid waste, hazardous waste, medical waste, radioactive waste, asbestos, polychlorinated biphenyls, petroleum product, petroleum-derived substance or other similar materials that are designated, regulated, or defined under or with respect to, or where liability may be imposed pursuant to Environmental Laws. "**Release**" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing, or allowing to migrate into or through the Environment, including any building, structure facility or fixture. "**Environment**" means the environment, natural resources (including human health, flora and fauna) and any surface, subsurface, or physical medium, including land surface; surface water; groundwater; subsurface strata; and ambient air, including air within buildings and other man-made structures.

**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 this Deed 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.

**THE TERMS, COVENANTS AND CONDITIONS** contained in this deed shall run with the land, and bind all owners, occupiers and users of the Premises and any portion thereof, and their respective successors and assigns.

**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 Grantor, and this conveyance is made and executed in accordance with the duly adopted approvals, resolutions and consent of 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, Grantor and Grantee have executed this Deed as of the day and year first above written.

**TECUMSEH REDEVELOPMENT INC.**

By: *Keith Nagel*  
Name: Keith Nagel  
Its: Vice-President of DIRECTOR  
Environmental Affairs & Real Estate

STATE OF OHIO                    )  
COUNTY OF SUMMIT            ) ss.:

On the 17<sup>th</sup> day of February in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Keith Nagel, 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 E. Dick*  
Notary Public *Susan E. Dick*  
Commission expires: November 6,  
2022

[Signature page of the Grantee follows]

SUCRO REAL ESTATE NY, LLC

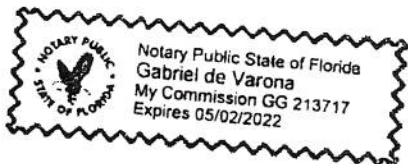
By: \_\_\_\_\_

Name: Jonathan Taylor  
Title: President

STATE OF FL )  
COUNTY OF Dade ) ss.:

On the 5 day of February in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Taylor, 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



## SCHEDULE A

### THE PREMISES

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Lackawanna, County of Erie and State of New York, part of Lots 20, 21, 22, 23 and 25 of the Ogden Gore Tract and being designated as BCP Site No. C915218 and described as follows:

BEGINNING at the southeast corner of lands conveyed to Gateway Trade Center Inc. by deed recorded in the Erie County Clerk's Office in Liber 10886 of Deeds at page 1064; running thence along said lands so conveyed to Gateway Trade Center Inc. by deed aforesaid, the following 7 courses and distances:

1. Thence N 18° 42' 31" W a distance of 1,001.28 feet to a point;
2. Thence S 71° 17' 29" W a distance of 168.48 feet to a point;
3. Thence N 18° 42' 31" W a distance of 642.00 feet to a point;
4. Thence N 71° 17' 37" E a distance of 17.30 feet to a point;
5. Thence N 18° 42' 31" W a distance of 574.67 feet to a point;
6. Thence N 71° 17' 29" E a distance of 151.18 feet to a point;
7. Thence N 18° 42' 30" W a distance of 956.68 feet to a point;

THENCE N 71° 00' 00" E, a distance of 143.37 feet to a point; thence S 18° 23' 42" E, a distance of 1,051.55 feet to a point; thence S 09° 40' 30" W, a distance of 106.50 feet to a point; thence S 18° 22' 06" E, a distance of 2,030.00 feet to a point; thence S 71° 11' 53" W, a distance of 86.73 feet to the point of beginning.

TOGETHER with the non-exclusive right to use Dona Street for ingress and egress pursuant to Permanent Easement Agreements recorded in the Erie County Clerk's Office in Liber 11339 of Deeds at page 4724, Liber 11342 of Deeds at page 1229 and Liber 11347 of Deeds at page 224.

ALSO TOGETHER with the non-exclusive right to use those portions of Highway 7 and Highway 2, running from the Dona Street terminus to the southerly line of the insured premises, for ingress and egress pursuant to Declaration and Reservation of Access Easement recorded in the Erie County Clerk's Office in Liber 11338 of Deeds at page 4778.

ALSO TOGETHER with the non-exclusive right to use that portion of Highway 2, being that portion thereof depicted on Schedule B of the following instrument, for ingress and egress pursuant to Declaration and Reservation of Access Easement recorded in the Erie County Clerk's Office in Liber 11318 of Deeds at page 5021.

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# **EXHIBIT B**

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**NYSDOS DIVISION OF CORPORATIONS**

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through April 9, 2021.

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Selected Entity Name: SWEET LIFE BY SUCRO, LLC

Selected Entity Status Information

**Current Entity Name:** SWEET LIFE, LLC

**DOS ID #:** 5969443

**Initial DOS Filing Date:** MARCH 22, 2021

**County:** ERIE

**Jurisdiction:** DELAWARE

**Entity Type:** FOREIGN LIMITED LIABILITY COMPANY

**Current Entity Status:** ACTIVE

Selected Entity Address Information

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

SWEET LIFE, LLC

2020 PONCE DE LEON BLVD.,

STE 1204

CORAL GABLES, FLORIDA, 33134

**Registered Agent**

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

**\*Stock Information**

**# of Shares      Type of Stock      \$ Value per Share**

No Information Available

\*Stock information is applicable to domestic business corporations.

### **Name History**

<b>Filing Date</b>	<b>Name Type</b>	<b>Entity Name</b>
MAR 22, 2021	Fictitious	SWEET LIFE BY SUCRO, LLC
MAR 22, 2021	Actual	SWEET LIFE, LLC

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

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

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# EXHIBIT C

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WRITTEN CONSENT

**UNANIMOUS WRITTEN CONSENT  
OF  
THE SOLE MEMBER  
OF  
SUCRO REAL ESTATE NY, LLC**

The undersigned, being the sole Member of **SUCRO REAL ESTATE NY, LLC**, a limited liability company (the "Company") organized and existing under the laws of the State of New York, do hereby unanimously consent to the following resolutions, and that such action be taken without a meeting, pursuant to the Limited Liability Laws of the State of New York.

WHEREAS the Company enter into a Brownfield Cleanup Agreement and amendments ("BCA"), other documents, agreements, applications, and certifications to and for such BCA required by the New York Department of Environmental Conservation ("DEC") relating to a certain Brownfield Cleanup Program, Site No. C915218, sometimes called the Tecumseh Phase IA Business Park (hereinafter called "Parcel IA-BP"); and

WHEREAS in order to take advantage of certain tax benefits, Sweet Life, LLC. ("Sweet Life") would like to become a signatory to such BCA.

NOW, THEREFORE, be it resolved that:

- 1) The Company agrees to allow Sweet Life to become a signatory to such BCA;
- 2) The Company has the authority to enter into any such documents, agreements, applications and certifications required to allow Sweet Life to become a signatory to such BCA ("Adding Sweet Life as Party");
- 3) Jonathan Taylor, President or Stefano D'Aniello, Executive Vice President, and each of them acting alone, are hereby authorized and directed to take all actions deemed appropriate by them, in their sole discretion, in order to complete any documentation, certifications or submissions requested by the DEC or any other party relating to Adding Sweet Life as Party; and
- 4) This Consent may be signed on different counterparts by different parties, all of which counterparts when taken together shall be deemed to be a complete Consent. After this Consent is signed by a party or parties hereto, and such Consent has been transmitted by facsimile or e-mail means, such facsimile or e-mail transmission shall be considered for all purposes to be delivered and to be an original.

Dated Effective as of: March 31, 2021

MEMBER:



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Sucro Can International, LLC  
By: Jonathan Taylor, Manager

**UNANIMOUS WRITTEN CONSENT  
OF  
THE SOLE MEMBER AND MANAGER  
OF  
SWEET LIFE, LLC (DBA SWEET LIFE)**

We, the undersigned, being the sole member and the sole manager of **SWEET LIFE, LLC**, a Delaware limited liability company (DBA **SWEET LIFE "SWEET LIFE"**), and pursuant to the limited liability company agreement of said company and Sections 18-302 and 18-404 of the Delaware Limited Liability Company Act, do hereby consent to the following resolutions, and that such action be taken without a meeting:

WHEREAS Sucro Real Estate NY, LLC ("Sucro RENY"), enter into a Brownfield Cleanup Agreement and amendments ("BCA"), other documents, agreements, applications, and certifications to and for such BCA required by the New York Department of Environmental Conservation ("DEC") relating to a certain Brownfield Cleanup Program, Site No. C915218, sometimes called the Tecumseh Phase IA Business Park (hereinafter called "Parcel 1A-BP");

WHEREAS in order to take advantage of certain tax benefits, Sweet Life would like to become a signatory to such BCA .

NOW, THEREFORE, be it resolved that:

- 1) Sweet Life has the authority to enter into, be a signatory to, and be bound by the BCA and has the authority to enter into and be bound by any such documents, agreements, applications and certifications relating to the BCA ;
- 2) Jonathan Taylor, CEO and Stefano D'Aniello, CFO, officers of Sweet Life, and each of them acting alone, are hereby authorized and directed to take all actions deemed appropriate by them, in their sole discretion, in order for Sweet Life to enter into, be a signatory to, and be bound by the BCA; and
- 3) This Consent may be signed on different counterparts by different parties, all of which counterparts when taken together shall be deemed to be a complete Consent. After this Consent is signed by a party or parties hereto, and such Consent has been transmitted by facsimile or e-mail means, such facsimile or e-mail transmission shall be considered for all purposes to be delivered and to be an original.

*(Signatures on Following Page)*

Dated Effective As of: March 31, 2021

Sucro Can International, LLC  
Sole Member

By: \_\_\_\_\_  
Jonathan Taylor  
Manager

Jonathan Taylor  
Sole Manager

By: \_\_\_\_\_

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# **EXHIBIT D**

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## **VOLUNTEER STATEMENT**



## **Brownfield Cleanup Program**

### **Application to Amend Brownfield Cleanup Program Agreement and Amendment**

#### Certification

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

Sweet Life, LLC, being the New Requestor, has and had no current or prior direct or indirect ownership interest or any other interest in any prior owner or operator of the site with the exception of Sucro Real Estate NY, LLC, the current owner and Volunteer under the Brownfield Cleanup Agreement for Site C915218. Sucro Real Estate NY, LLC (owner) acquired its fee title interest in the site on December 21, 2020. The site was purchased from Tecumseh Redevelopment, Inc, ("Tecumseh") on December 21, 2020.

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

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

# **EXHIBIT E**

## **ACCESS AUTHORIZATION**

April 12, 2021

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


Re: Tecumseh Phase IA Business Park  
2303 Hamburg Turnpike, Lackawanna, NY  
Access Permission: BCP Site C915218

Dear Mr. Ryan:

Please be advised that the Tecumseh Phase IA Business Park BCP Site C915218 (the Site), located at 2303 Hamburg Turnpike, in Lackawanna, New York is currently owned by Sucro Real Estate NY, LLC. Sucro Real Estate NY, LLC is granting full right of access to the Site to Sweet Life, LLC for the purpose of completing remediation and redevelopment of the property under the New York Brownfield Cleanup Program

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

Regards,

  
Jonathan Taylor  
President  
Sucro Real Estate NY, LLC

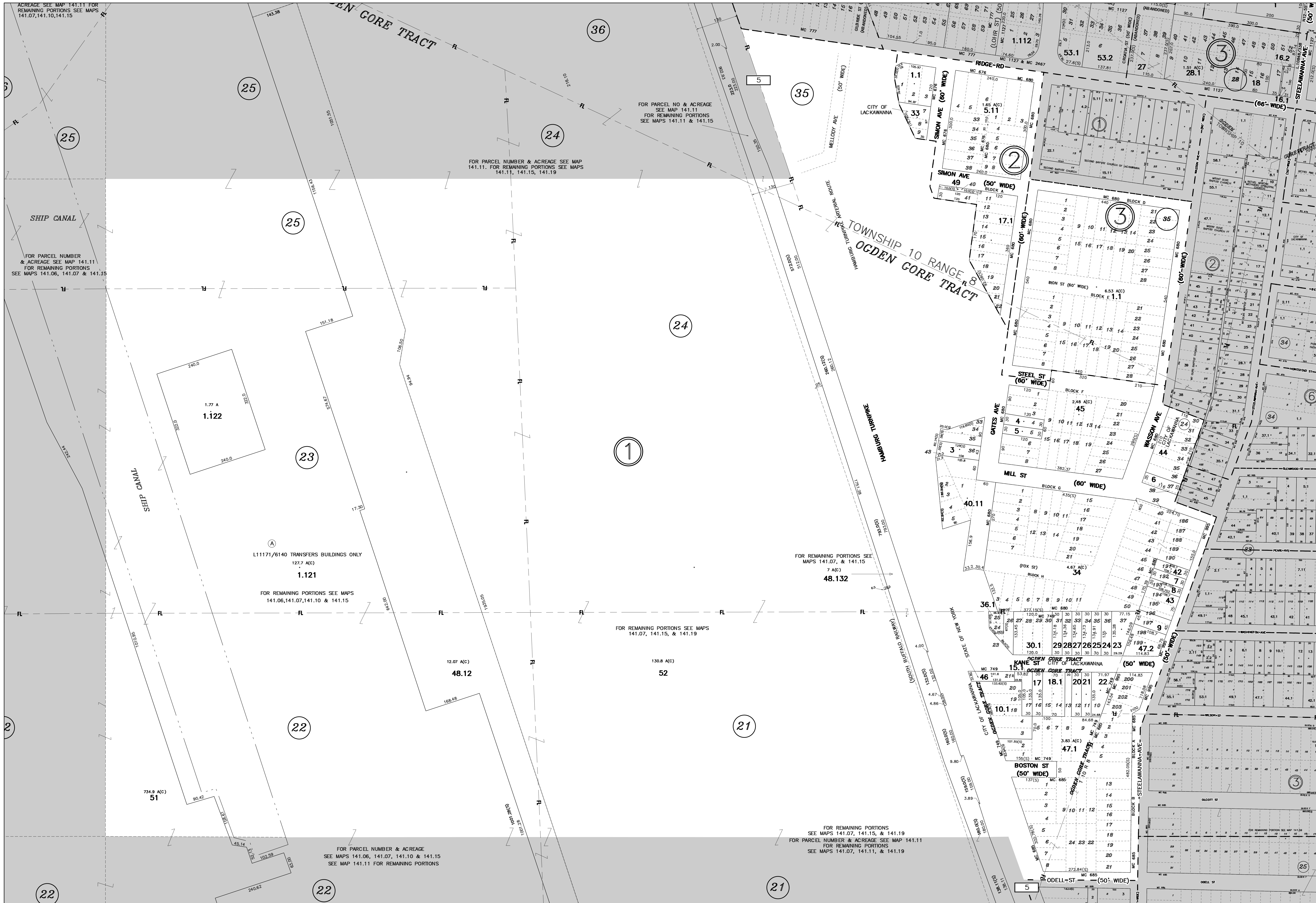


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# **EXHIBIT F**

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**TAX MAP AND REAL PROPERTY INFORMATION**



PREPARED BY  
**DIVISION OF REAL PROPERTY TAX SERVICES**  
**ERIE COUNTY, NEW YORK**  
MAP CONVERTED TO GIS FORMAT BY BERGMANN ASSOCIATES (2011)  
 ORIGINAL MAP PREPARED BY AERD SERVICE (1981)

**NOTES**  
 THIS MAP WAS PREPARED FOR TAX PURPOSES ONLY AND IS NOT TO BE REPRODUCED OR USED FOR SURVEYING OR CONVEYANCING.  
 MAP PREVIOUSLY CONVERTED TO AUTOCAD DIGITAL FORMAT BY ANALYTICAL SURVEYS INC. IN COOPERATION WITH WEILER MAPPING INC. (1999)

REVISION TABLE		
DATE	MADE BY	CHANGES OR ADDITIONS
7/23/2020	JCS	BLK. 1, 48.111 INTO 51 & 141.19-1.2
7/23/2020	JCS	BLK. 1, 48.13 INTO 48.131 & 48.132
7/23/2020	JCS	BLK. 1, 48.131 INTO 52 & 141.15-1.4
7/7/2019	LMO	BLK. 1, 48.111 INTO 48.111, 141.15-1.3
-	-	141.19-1.1, 150.07-1.2 (MC3768)

SPECIAL DISTRICTS	
SCHOOL	LACKAWANNA CENTRAL SCHOOL DISTRICT
FIRE	LACKAWANNA FIRE DISTRICT
WATER	
DRAINAGE	
SEWER	

LEGEND	
PROPERTY LINE	--- (Solid line)
ORIGINAL SUBLOT LINE	- - - (Dashed line)
RAILROAD	==== (Thick solid line)
STREAM OR DITCH	~~~~ (Wavy line)
ROAD OR RAILROAD BNDY COUNTY LINE	- . - . (Dash-dot line)
TOWN LINE	--- (Dashed line)
VILLAGE LINE	- - - (Dashed line)
GREAT LOT LINE	--- (Dashed line)
SCHOOL DISTRICT LINE	--- (Dashed line)
WATER DISTRICT LINE	--- (Dashed line)
SEWER DISTRICT LINE	--- (Dashed line)
FIRE DISTRICT LINE	--- (Dashed line)
OWNER'S COMMON OWNER	--- (Dashed line)
TAX MAP BLOCK NO.	--- (Dashed line)
SCH	--- (Dashed line)
W	--- (Dashed line)
S	--- (Dashed line)
FILED PLAN LOT NO.	--- (Dashed line)
GREAT LOT NO.	--- (Dashed line)

CALCULATED ACREAGE	
7.5 A(C)	141.06
17.5 A(C)	141.07
225 (S)	141.43
743.25(S)	141.10
173.33	141.15
173.33	141.59

SHEET INDEX	
141.06	141.07
141.10	141.43
141.14	141.15
141.59	

TAX MAP  
**CITY OF LACKAWANNA**  
 ERIE COUNTY, NEW YORK  
 GRAPHIC SCALE  
 1" = 100'  
 141.11  
 TOWNSHIP 10  
 RANGE 08  
 MAP DATE: 11/09/2020

# Real Property Information

<b>Parcel Status</b>	ACTIVE	<b>City\Town</b>	Lackawanna	<b>Village</b>	
<b>S-B-L</b>	141.11-1-48.12	<b>Owner</b>	TECUMSEH REDEVELOPMENT INC.	<b>SWIS</b>	140900
<b>Property Location</b>	2303 HAMBURG TPKE	<b>Mailing Address</b>	C/O TAX DEPARTMENT 8-229		
<b>Property Class</b>	714 LITE IND MANFTR	<b>Line 2</b>			
<b>Assessment</b>	220446	<b>Line 3</b>			
<b>Taxable</b>	220446	<b>Street</b>	3210 WATLING ST		
<b>Desc</b>		<b>City/State</b>	EAST CHICAGO IN		
<b>Desc</b>		<b>Zip</b>	46312		
<b>Deed Book</b>		<b>Deed Page</b>			
<b>Frontage</b>	0	<b>Depth</b>	0	<b>Acres</b>	12.07
<b>Year Built</b>		<b>Square Ft</b>			
<b>Beds</b>		<b>Baths</b>			
<b>FirePlace</b>		<b>School</b>	LACKAWANNA CITY DIST		

# Real Property Information

**Owner** BETHLEHEM STEEL PLANTS **Book-Page/Date** 938-171 \* 4/29/1902 \*  
**Book-Page/Date** 924-200 \* 1/8/1901 \*  
**Book-Page/Date** 3035-321 \* 9/11/1940 \*  
**Book-Page/Date** 2565-7 \* 7/31/1936 \*  
**Book-Page/Date** 4432-172 \* 11/13/1948 \*  
**Book-Page/Date** 2104-288 \* 8/11/1930 \*  
**Book-Page/Date** 2344-313 \* 6/26/1934 \*  
**Book-Page/Date** 2454-484 \* 7/25/1935 \*  
**Book-Page/Date** 4542-450 \* 7/7/1949 \*  
**Book-Page/Date** 4546-1 \* 7/13/1949 \*  
**Book-Page/Date** 4546-185 \* 7/14/1949 \*  
**Book-Page/Date** 4548-490 \* 7/19/1949 \*  
**Book-Page/Date** 4637-533 \* 12/20/1949 \*  
**Book-Page/Date** 4637-540 \* 12/30/1949 \*  
**Book-Page/Date** 4547-241 \* 7/14/1949 \*  
**Book-Page/Date** 10960-2028\* \* 11/24/1999 \*  
**Book-Page/Date** 10886-1101 \* 5/16/1995 \*

**Owner** TECUMSEH REDEVELOPMENT INC **Book-Page/Date** 11040-8953 \* 5/22/2003 \*

**Owner** SUCRO REAL ESTATE NY LLC **Book-Page/Date** 11375-330 \* 2/23/2021 \*