



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 Attachment 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:

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

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

Section III. Current Property Owner/Operator Information (only include if new owner/operator)			
Owner below is:		Existing Applicant	New Applicant
OWNER'S NAME (if different from requestor)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
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? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	Yes	No
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

Site Code:

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 Attachment 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_____

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 [N/A](#)

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

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

1. Property information on current agreement:

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

Parcel Address

Section No. Block No. Lot No. Acreage

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:

Acreage
Added by
Parcel

Parcel Address

Section No. Block No. Lot No.

Total acreage to be added: _____

Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

Parcel Address

Section No. Block No. Lot No.

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

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: _____

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

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Red Hook Smith Street	BCP SITE NUMBER: C224163
NAME OF CURRENT APPLICANT(S): Red Hook Developers Holdings, LLC	
INDEX NUMBER OF AGREEMENT: C224163-03-13	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: May 24, 2013	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am (title AUTHORIZED SIGNATORY) of (entity Red Hook Indu Oz Owner, LLC); 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.

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

Date: 6/16/22 Signature: [Signature]

Print Name: Jack Braha CEO

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)

Red Hook Developers

I hereby affirm that I am AUTHORIZED SIGNATORY (title) of Holdings. 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. The undersigned's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 6/23 Signature: _____

Print Name: Jack Bohan

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

☐

PARTICIPANT

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

☒

VOLUNTEER

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

Effective Date of the Original Agreement: May 24, 2013

Signature by the Department:

DATED: 7/26/2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

Andrew Guglielmi, Director

Site Code: C224163

Division of Environmental Remediation

SUBMITTAL REQUIREMENTS:

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

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

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

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** Albany, DER _____

PROJECT MANAGER: Charles Post _____

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

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

COVER PAGE

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

SECTION I CURRENT AGREEMENT INFORMATION

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

SECTION II NEW REQUESTOR INFORMATION

Requestor Name

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

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

Requestor Address, etc.

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

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

Consultant Name, Address, etc.

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

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

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

SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION

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

Owner Name, Address, etc.

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

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

SECTION IV NEW REQUESTOR ELIGIBILITY INFORMATION

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

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

If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site. A purchase contract does not suffice as proof of access.

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

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

1. Property Information on Existing Agreement

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

2a. Addition of Property

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

2b. Reduction of Property

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

2c. Change to SBL or metes and bounds description

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

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

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

This page should only be completed if:

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

AND

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

PART II

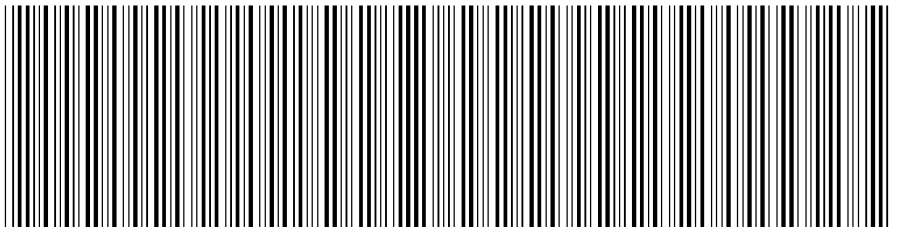
The information in the top section of page 7 should auto-populate with the information provided on page 2. If a new requestor is applying to enter the program, provide the required information and signature at the bottom of page 7 and the required information and signature on page 8.

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

Attachment A

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 8

Document ID: 2020122900730001

Document Date: 12-22-2020

Preparation Date: 12-29-2020

Document Type: DEED

Document Page Count: 6

PRESENTER:

MADISON TITLE AGENCY, LLC
AS AGENT FOR STEWART TITLE
1125 OCEAN AVENUE
LAKEWOOD, NJ 08701
732-905-9400
BAILAB@MADISONTITLE.COM

RETURN TO:

KENNETH M. SKLAR, ESQ.
GREENBERG TRAURIG, LLP
200 PARK AVENUE
NEW YORK, NY 10166
MTANY-145142 SG

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	489	1	Entire Lot	595 SMITH STREET

Property Type: NON-RESIDENTIAL VACANT LAND

Borough	Block	Lot	Unit	Address
BROOKLYN	491	1	Entire Lot	611 SMITH STREET

Property Type: NON-RESIDENTIAL VACANT LAND

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

CF SMITH LLC
C/O: CHETRIT GROUP, 512 SEVENTH AVENUE
NEW YORK, NY 10018

GRANTEE/BUYER:

RED HOOK INDU OZ OWNER, LLC
C/O: GINDI CAPITAL, 19 W 34TH ST FL 11
NEW YORK, NY 10001-3075

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount:	\$	0.00
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Taxable Mortgage Amount:	\$	0.00
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Exemption:

TAXES: County (Basic):	\$	0.00
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City (Additional):	\$	0.00
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Spec (Additional):	\$	0.00
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TASF:	\$	0.00
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MTA:	\$	0.00
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NYCTA:	\$	0.00
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Additional MRT:	\$	0.00
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TOTAL:	\$	0.00
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Recording Fee:	\$	73.00
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Affidavit Fee:	\$	0.00
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Filing Fee:

\$	250.00
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NYC Real Property Transfer Tax:

\$	1,063,125.00
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NYS Real Estate Transfer Tax:

\$	263,250.00
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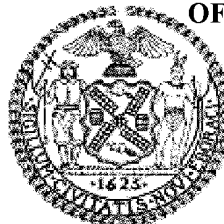
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 01-04-2021 11:47

City Register File No.(CRFN):

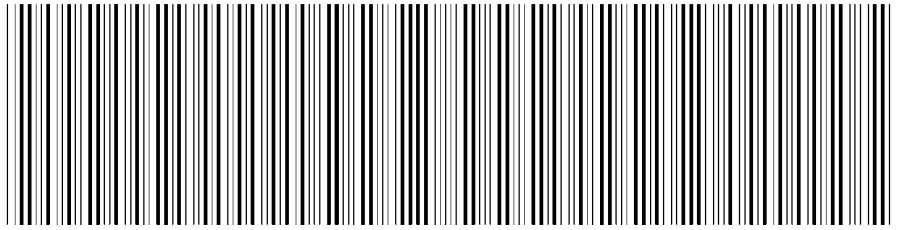
202100000553



Annette McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2020122900730001001C299F

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 8

Document ID: 2020122900730001

Document Date: 12-22-2020

Preparation Date: 12-29-2020

Document Type: DEED

PROPERTY DATA

Borough	Block Lot	Unit	Address
BROOKLYN	493 1 Entire Lot		627 SMITH STREET
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
BROOKLYN	495 1 Entire Lot		659 SMITH STREET
Property Type: NON-RESIDENTIAL VACANT LAND			

PARTIES

GRANTOR/SELLER:

RED HOOK DEVELOPERS HOLDINGS, LLC,
C/O: GINDI CAPITAL, 19 W. 34TH ST., 11TH FLOOR
NEW YORK, NY 10001

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE
USED BY LAWYERS ONLY.

THIS INDENTURE, made as of the 22 day of December, in the year 2020

BETWEEN

CF Smith LLC, as to an undivided 50% interest as tenant in common, having an address at c/o
c/o Chetrit Group, 512 Seventh Avenue, New York, NY 10018 and
Red Hook Developers Holdings, LLC, as to an undivided 50% interest as tenants in common,
having an address at c/o Gindi Capital, 19 West 34th Street, 11th Floor, New York, NY 10001.

party of the first part, and

RED HOOK INDU OZ OWNER, LLC, having an address at c/o Gindi Capital, 19 West 34th
Street, 11th Floor, New York, NY 10001.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of \$10.00 dollars paid by the
party of the second part, does hereby grant and release unto the party of the second part, the heirs
or successors and assigns of the party of the second part forever,

SEE SCHEDULE A ATTACHED HERE TO

595, 611, 627, and 659 Smith Street, Brooklyn, NY 11231

Being and intended to be the same premises as conveyed to the Grantor herein by Deed Dated
May 1, 2007 recorded May 14, 2007 in CRFN 2007000249265.

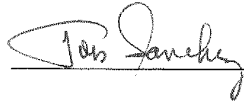
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any
streets and roads abutting the above described premises to the center lines thereof; TOGETHER
with the appurtenances and all the estate and rights of the party of the first part in and to said
premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second
part, the heirs or successors and assigns of the party of the second part forever.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so
requires.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



CF Smith LLC

By: 

Name: Joseph Chetrit

Title: Authorized Signatory

IN PRESENCE OF:

Red Hook Developers Holdings, LLC

By: _____

Name: Jack Braha

Title: Authorized Signatory

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

CF Smith LLC

By: _____

Name: Joseph Chetrit
Title: Authorized Signatory

IN PRESENCE OF:

Red Hook Developers Holdings, LLC

By:  _____

Name: Jack Braha
Title: Authorized Signatory

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:

On the _____ day of _____ in the year 2020, before me, the undersigned, personally appeared Brian Disler or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, the _____ subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s) _____

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said _____

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

Bargain and Sale Deed
without Covenant

CF Smith LLC and Red Hook Developers
Holdings, LLC
TO
RED HOOK INDU OZ OWNER, LLC

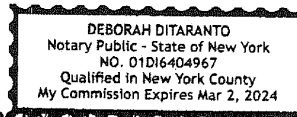
ACTIVE 54243755v3

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of *New York*, ss:

On the *17th* day of *December* in the year *2020*, before me, the undersigned, personally appeared _____

Deborah Ditaranto
or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. *Deborah Ditaranto*



ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

*State of _____, County of _____, ss:
*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the _____ day of _____ in the year _____, before me the undersigned personally appeared _____

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the _____

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

BLOCKS: 489, 491, 493 and 495

LOTS: 1, 1, 1, and 1

595, 611, 627, and 659 Smith Street,
Brooklyn, NY 11231

RETURN BY MAIL TO:

KENNETH M. SKLAR, ESQ.

GREENBERG TRAURIG, LLP

200 PARK AVENUE

NEW YORK, NEW YORK 10166

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:

On the _____ day of _____ in the year 2020, before me, the undersigned, personally appeared Brian Disler or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, the

subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

Bargain and Sale Deed
without Covenant

CF Smith LLC and Red Hook Developers
Holdings, LLC
TO
RED HOOK INDU OZ OWNER, LLC

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of New York, ss:

On the 18 day of Dec, 2020 in the year _____, before me, the undersigned, personally appeared Joseph Chetrit

or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lois Hutter Sanchez
LOIS HUTTER SANCHEZ
Notary Public, State of New York
No. 01HU5042516
Qualified in Queens County
Commission Expires April 24, 2023

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

*State of _____, County of _____, ss:

*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the _____ day of _____ in the year _____, before me the undersigned personally appeared _____

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

BLOCKS: 489, 491, 493 and 495

LOTS: 1, 1, 1, and 1

595, 611, 627, and 659 Smith Street,
Brooklyn, NY 11231

RETURN BY MAIL TO:

KENNETH M. SKLAR, ESQ.

GREENBERG TRAUIG, LLP

200 PARK AVENUE

NEW YORK, NEW YORK 10166

SCHEDULE A
(continued)

LEGAL DESCRIPTION

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, being bounded and described according to a Survey made by Precision Surveys, dated February 12, 2020, as follows:

BEGINNING at the corner formed by the intersection of the southeasterly side of Smith Street and the southwesterly side of Creamer Street (not open or in use);

RUNNING THENCE southeasterly along the southwesterly side of Creamer Street, a distance of 185 feet to the U.S. Pierhead and Bulkhead line on Gowanus Canal (Gowanus Bay or Creek);

THENCE southwesterly at a right angle along said line, a distance of 225 feet to the center line of Bay Street a point being 185 feet southeasterly from said southeasterly side of Smith Street;

THENCE continuing southwesterly, a distance of 250 feet to the center line of Sigourney Street a point being 185 feet southeasterly from said southeasterly side of Smith Street;

THENCE continuing southwesterly, a distance of 249 feet 3-5/8 inches to a point which forms an angle of 85 degrees 58 minutes 50 seconds in its northwesterly quadrant a distance of 185 feet 5-1/2 inches southeasterly from the above-mentioned southeasterly side of Smith Street;

THENCE continuing southwesterly, a distance of 275 feet 8-3/8 inches to the southwesterly side of Percival Street (not open or in use), a point which forms a right angle with said southeasterly side of Smith Street and is a distance of 185 feet southeasterly therefrom;

THENCE northwesterly at a right angle and along said southwesterly side of Percival Street, 185 feet to the southeasterly side of Smith Street;

THENCE northeasterly along the southeasterly side of Smith Street, 288 to a point;

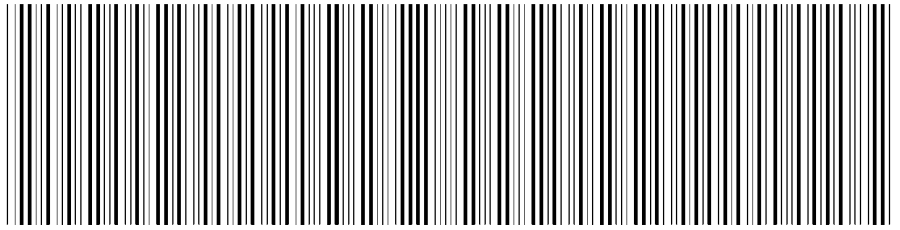
THENCE continuing northeasterly along the southeasterly side of Smith Street, 237 feet to a point which intersects with the centerline of Sigourney Street;

THENCE continuing northeasterly along the southeasterly side of Smith Street, 250 feet to a point which intersects with the centerline of Bay Street;

THENCE continuing northeasterly along the southeasterly side of Smith Street, 225 feet to the point or place of BEGINNING.

NOTE: Being Block(s) 489,491,493,495, Lot(s) 1, Tax Map of the Borough of Brooklyn, County of Kings.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2020122900730001001SE59E

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2020122900730001
Document Type: DEED

Document Date: 12-22-2020

Preparation Date: 12-29-2020

ASSOCIATED TAX FORM ID: 2020121600011

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT

3
5



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BROOKLYN BLOCK: 489 LOT: 1
- (2) Property Address: 595 SMITH STREET, BROOKLYN, NY 11231
- (3) Owner's Name: RED HOOK INDU OZ OWNER, LLC
- Additional Name:

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, at the property address or to an alternate mailing address. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner: Red Hook Developers Holdings, LLC

Signature:  Date (mm/dd/yyyy) 12/10/2012

Name and Title of Person Signing for Owner, if applicable: By: Jack Braha, Authorized Signatory

SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BROOKLYN BLOCK: 489 LOT: 1
- (2) Property Address: 595 SMITH STREET, BROOKLYN, NY 11231
- (3) Owner's Name: RED HOOK INDU OZ OWNER, LLC
- Additional Name:

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, at the property address or to an alternate mailing address. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner: CF Smith LLC

Signature: _____ Date 12/18/2020 (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable: By: Joseph Chetrit, Authorized Signatory

SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Borough	Block	Lot	Street	City	State	Zip
BROOKLYN	491	1	611 SMITH STREET	NY	NY	11231
BROOKLYN	493	1	627 SMITH STREET	NY	NY	11231
BROOKLYN	495	1	659 SMITH STREET	NY	NY	11231

202012160001110101

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

 STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location 595 SMITH STREET BROOKLYN 11231
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name RED HOOK INDU OZ OWNER, LLC
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)
 LAST NAME / COMPANY FIRST NAME

STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 4 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐7. New Construction on Vacant Land ☐

8. Seller Name CF SMITH LLC
 LAST NAME / COMPANY FIRST NAME

RED HOOK DEVELOPERS HOLDINGS, LLC,
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☒ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 12 / 22 / 2020
 Month Day Year

11. Date of Sale / Transfer 12 / 22 / 2020
 Month Day Year

12. Full Sale Price \$ 4 5 0 0 0 0 0 0

(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.

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

14. 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

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

15. Building Class V, 1 16. Total Assessed Value (of all parcels in transfer) 2 5 0 5 6 0 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

BROOKLYN 489 1 BROOKLYN 491 1 BROOKLYN 493 1

202012160001120103

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 understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

<p>BUYER</p> <p>BUYER SIGNATURE <i>[Signature]</i> By Jack Braha, Authorized Signatory DATE <i>12/12/2020</i></p>			<p>BUYER'S ATTORNEY</p> <p>LAST NAME FIRST NAME</p>	
<p>C/O: GINDI CAPITAL 19 W 34TH ST FL 11</p> <p>STREET NUMBER STREET NAME (AFTER SALE)</p>			<p>AREA CODE TELEPHONE NUMBER</p>	
<p>NEW YORK</p> <p>CITY OR TOWN STATE ZIP CODE</p>			<p>SELLER</p> <p>SELLER SIGNATURE DATE</p>	

2020121600011201

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 understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE		By Jack Braha, Authorized Signatory	DATE
C/O: GINDI CAPITAL 19 W 34TH ST FL 11			
STREET NUMBER	STREET NAME (AFTER SALE)		
NEW YORK			
CITY OR TOWN	STATE	ZIP CODE	
	NY	10001-3075	

BUYER'S ATTORNEY

LAST NAME	FIRST NAME
-----------	------------

AREA CODE	TELEPHONE NUMBER
-----------	------------------

SELLER

SELLER SIGNATURE

DATE

By: Joseph Chetrit, Authorized Signatory

2020121600011201

RP - 5217 NYC

ATTACHMENT

Borough	Block	Lot
BROOKLYN	495	1

202012160001120103

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 understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYERS

Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
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Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date

SELLERS

Seller Signature By: Jack Braha, Authorized Signatory	Date
Seller Signature	Date
Seller Signature	Date
Seller Signature	Date
Seller Signature	Date
Seller Signature	Date
Seller Signature	Date
Seller Signature	Date
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Seller Signature	Date
Seller Signature	Date
Seller Signature	Date
Seller Signature	Date
Seller Signature	Date
Seller Signature	Date

2020121600011201

Attachment B

Department of State

Division of Corporations

Entity Information

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

Entity Details



ENTITY NAME: RED HOOK INDU OZ OWNER, LLC	DOS ID: 5899847
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: 802 LLC - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 12/18/2020	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 12/18/2020	INACTIVE DATE:
FOREIGN FORMATION DATE: 12/11/2020	STATEMENT STATUS: CURRENT
COUNTY: NEW YORK	NEXT STATEMENT DUE DATE: 12/31/2022
JURISDICTION: DELAWARE, UNITED STATES	NFP CATEGORY:

[ENTITY DISPLAY](#) [NAME HISTORY](#) [FILING HISTORY](#) [MERGER HISTORY](#) [ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: C/O GINDI CAPITAL
Address: 19 WEST 34TH STREET, 11TH FLOOR, NEW YORK, NY, UNITED STATES, 10001

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

Attachment C

**RESOLUTION ADOPTED BY
SOLE MEMBER AND MANAGER OF RED HOOK INDU OZ OWNER, LLC**

The undersigned, being the sole member and Manager (the "Manager") of Red Hook Indu OZ Owner, LLC, a Delaware limited liability company (the "Company"), does hereby consent to and adopt the following resolutions:

WHEREAS, the Company is the fee owner of certain real property located at 627 Smith Street and 659 Smith Street, Brooklyn, New York (the "Property");

WHEREAS, the Property is participating in the New York State Brownfield Cleanup Program ("BCP") as Site No. C224163; and

WHEREAS, the Company desires to enter into a Brownfield Site Cleanup Agreement with the New York State Department of Environmental Conservation (the "Agreement") to evidence the inclusion of the Property in the BCP.

NOW, THEREFORE, BE IT RESOLVED, that the Company is hereby authorized and directed to execute and deliver any and all documents in connection with the Brownfield Site Cleanup Agreement, including an environmental easement and any other documents deemed necessary in substantial accordance with this Resolution.

AND BE IT FURTHER RESOLVED, that the Manager of the Company hereby authorizes and directs Jack Braha, as CFO and as an authorized signatory (the "Authorized Signatory"), to acknowledge, execute and deliver for and on behalf of the Company, any and all agreements, resolutions, documents, certificates, easements, and authorizations which may be necessary, convenient or advisable to effect the inclusion of the Property in the BCP, including but not limited to, the Agreement and any required environmental easement for the Property, and to take such additional actions as deemed desirable and appropriate to carry out the intent and to accomplish the purposes of these resolutions;

AND BE IT FURTHER RESOLVED, that any and all lawful action taken in good faith by the Authorized Signatory prior to the date hereof on behalf of the Company and in furtherance of the transactions contemplated by the foregoing resolution are in all respects ratified, confirmed and approved by the Company as its own acts and deeds, and shall conclusively be deemed to be the acts and deeds of the Company for all purposes.

IN WITNESS WHEREOF, the undersigned has executed this Resolution in the capacity noted below as of this 23 day of June 2022.

[signature on separate sheet]

**BOZ RED HOOK INDU HOLDINGS,
LLC**

By: 

Name: JACK BRAHA

Title: CFO

Attachment D

Section IV. New Requestor Volunteer Certification

Statement describing why the Requestor should be considered a Volunteer:

In accordance with the definitions outlined in ECL § 27-1405(1), Red Hook Indu Oz Owner, LLC, the new Requestor, is considered a Volunteer, as its liability arises solely as a result of its ownership of the site ***subsequent*** to the disposal of contaminants, and it exercises and will exercise appropriate care with respect to contamination found at the facility by taking reasonable steps to stop any continuing release; prevent any threatened future release; and prevent or limited human, environmental, or natural resource exposure to any previously released contamination.

**WRITTEN CONSENT
OF THE MANAGING MEMBER
OF RED HOOK DEVELOPERS HOLDINGS, LLC**

The undersigned, being the Managing Member (the "**Manager**") of RED HOOK DEVELOPERS HOLDINGS, LLC, a Delaware limited liability company (the "**Company**"), does hereby consent to the adoption of the following resolutions:

WHEREAS, the Company is a volunteer in the Brownfield Cleanup Program ("BCP") and party to a Brownfield Site Cleanup Agreement with the New York State Department of Environmental Conservation (the "**Agreement**") for Site No. C224163 related to certain real property located at 627 Smith Street and 659 Smith Street, Brooklyn, New York (the "**Property**").

NOW THEREFORE LET IT BE RESOLVED, that the Company is and has been authorized and directed to execute and deliver any and all documents in connection with the Agreement, including any documents deemed necessary in substantial accordance with this Resolution.

RESOLVED, that the Manager of the Company hereby authorizes and directs Jack Braha as an authorized signatory (the "**Authorized Signatory**") to acknowledge, execute, and deliver for and on behalf of the Company, any and all agreements, resolutions, documents, certificates, easements, and authorizations which may be necessary, convenient or advisable to effect the inclusion of the Property in the BCP, including without limitation the Agreement and amendments thereto, and to take such additional actions as deemed desirable and appropriate to carry out the intent and to accomplish the purposes of this Resolution.

AND BE IT FURTHER RESOLVED, that any and all lawful action taken in good faith by the Authorized Signatory prior to the date hereof on behalf of the Company and in furtherance of the transactions contemplated by the foregoing resolution are in all respects ratified, confirmed and approved by the Company as its own acts and deeds, and shall conclusively be deemed to be the acts and deeds of the Company for all purposes.

IN WITNESS WHEREOF, the undersigned Manager duly executed this Written
Consent as of this 3rd day of June 2022.

E&J SMITH STREET LLC,

a Delaware limited liability company, as
Managing Member

By: 

Name: Eli Gindi, Member

By: 

Name: Jeffrey Gindi, Member

[NAME]

[NAME]