



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

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:

The requested amendment is needed to reflect the transfer of ownership from 28-90 Review Avenue Owner, LLC to 28-90 Review Ave Property Owner LLC, and add 28-90 Review Ave Property Owner LLC as an applicant. The sole member/owner of the new owner is 28-90 Review Ave Mezz Member LLC.

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: 28-90 Review Avenue

BCP SITE NUMBER: C241236

NAME OF CURRENT APPLICANT(S): 28-90 Review Avenue Owner, LLC

INDEX NUMBER OF AGREEMENT: C24136-09-19

DATE OF ORIGINAL AGREEMENT: 2019/10/02

Section II. New Requestor Information (complete only if adding new requestor or name has changed)

NAME 28-90 Review Ave Property Owner LLC

ADDRESS c/o Innovo Property Group, 1370 Avenue of the Americas, 19th Floor

CITY/TOWN New York, NY

ZIP CODE 10019

PHONE 212-218-3150

FAX

E-MAIL ryan.bathie@innovopg.com

1. Is the requestor authorized to conduct business in New York State (NYS)? Yes No

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

NAME OF NEW REQUESTOR'S REPRESENTATIVE Ryan M. Bathie

ADDRESS c/o Innovo Property Group, 1370 Avenue of the Americas, 19th Floor

CITY/TOWN New York, NY

ZIP CODE 10019

PHONE 212-218-3164

FAX

E-MAIL ryan.bathie@innovopg.com

NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) David J. Freeman

ADDRESS Gibbons P.C., One Pennsylvania Plaza, 37th Floor

CITY/TOWN New York, NY

ZIP CODE 10119

PHONE 212-613-2079

FAX 212-554-9694

E-MAIL dfreeman@gibbonslaw.com

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? Yes No

3. Describe Requestor's Relationship to Existing Applicant:

The New Requestor is the anticipated transferee that will take ownership from the Existing Applicant. The sole member/owner of the New Requestor is 28-90 Review Ave Mezz Member LLC.

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

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

PARTICIPANT

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

VOLUNTEER

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

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

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

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

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.	Acreage

Total acreage to be added: _____

Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

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

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.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From ECL 27-1405(31):	
<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>	

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: 12/3/21 Signature: [Signature]

Print Name: Ryan M. Bathie

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 25-90 Review Avenue Owner, 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] signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/03/2021 Signature: [Signature]

Print Name: Ryan M. Bathie

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"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 2019/10/02

Signature by the Department:

DATED: April 26, 2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: Susan Edwards

Susan Edwards, P.E., Acting 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.**

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER: Charles Post

December 10, 2021

VIA FEDEX

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

RECEIVED

DEC 13 2021

BUR. OF TECH. SUPPORT

Re: 28-90 Review Avenue, Site ID No. C241236

Dear Ms. Lewandowski:

On behalf of 28-90 Review Avenue Owner, LLC, I enclose the following:

1. the original of the Change of Use form submitted last week with a PDF signature; and
2. the original and a non-fillable PDF copy (on an encrypted thumb drive) of an Application to Amend Brownfield Cleanup Agreement and Amendment (I will supply a password for the thumb drive in an e-mail.), with the following attachments:

Attachment A: a list of the owners/members of the New Requestor, 28-90 Review Ave Property Owner LLC (Section II);

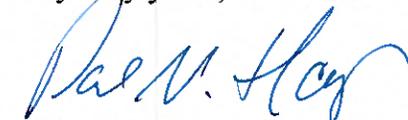
Attachment B: a print-out from the NYS Department of State's Corporation & Business Entity Database documenting that 28-90 Review Ave Property Owner LLC is authorized to do business in New York State (Section II);

Attachment C: the Operating Agreement for 28-90 Review Ave Property Owner LLC, Section 8.14 of which shows that Ryan Bathie is an Authorized Signatory with authority to bind the company (Section II); and

Attachment D: a letter from the current owner, 28-90 Review Avenue Owner, LLC, demonstrating that 28-90 Review Ave Property Owner LLC has full access to the above-referenced site, including the ability to place an easement on the site (Section IV).

Thank you for your assistance.

Very truly yours,

Paul M. Hauge
Counsel

Enclosures

cc: David Freeman, Esq.



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

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

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

RECEIVED
DEC 13 2021
BUR. OF TECH. SUPPORT

I. Site Name: 28-90 Review Avenue **DEC Site ID No.** C241236

II. Contact Information of Person Submitting Notification:

Name: David J. Freeman
Address1: Gibbons P.C., One Pennsylvania Plaza, 37th Floor
Address2: New York, NY 10119-3701
Phone: 212-613-2079 E-mail: dfreeman@gibbonslaw.com

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

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

Proposed Date of Change (mm/dd/yyyy): 02/01/2022

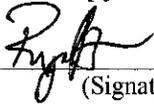
IV. Description: Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

Transfer of ownership from 29-90 Review Avenue Owner, LLC to 28-90 Review Ave Property Owner LLC.

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

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

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

Name:  12/03/2021
(Signature) (Date)

Ryan M. Bathie
(Print Name)

Address1: 28-90 Review Avenue Owner, LLC
Address2: c/o Innovo Property Group, 1370 Avenue of the Americas, 19th Floor, New York, NY 10019
Phone: 212-218-3164 E-mail: ryan.bathie@innovopg.com

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

Prospective Owner Prospective Remedial Party Prospective Owner Representative

Name: Ryan M. Bathie
Address1: 28-90 Review Ave Property Owner LLC
Address2: c/o Innovo Property Group, 1370 Avenue of the Americas, 19th Floor, New York, NY 10019
Phone: 212-218-3164 E-mail: ryan.bathie@innovopg.com

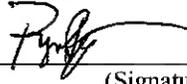
Certifying Party Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

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

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

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

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

Name: 
(Signature)

12/03/2021
(Date)

Ryan M. Bathie
(Print Name)

Address1: 28-90 Review Avenue Owner, LLC

Address2: c/o Innovo Property Group, 1370 Avenue of the Americas, 19th Floor, New York, NY 10019

Phone: 212-218-3164

E-mail: ryan.bathie@innovopg.com

Attachment A

OWNERS/MEMBERS OF 28-90 REVIEW AVE PROPERTY OWNER LLC

1. 28-90 Review Ave Mezz Member LLC (sole owner/member)

Lewandowski, Kelly A (DEC)

From: Hauge, Paul M. <PHauge@gibbonslaw.com>
Sent: Monday, March 28, 2022 4:13 PM
To: Lewandowski, Kelly A (DEC)
Cc: Freeman, David J.; Post, Charles H (DEC); Murphy, Michael C (DEC); Ryan Bathie; Kyle Roth; Stephen Kim
Subject: RE: 28-90 Review Avenue (C241236)
Attachments: 56955 28-90 Review Deed.pdf; Revised page 1 of BCA amendment application.pdf

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

The closing on the property transfer occurred earlier this month. Per you e-mail below, I attach (1) a revised page 1 of the BCA amendment application and (2) a copy of the as-recorded deed. I trust this will allow you to process the application.

Thank you again for your assistance.

PAUL M. HAUGE | Counsel
Environmental Group
t: 973-596-4471 | c: 973-803-7133 | f: 973-639-6215
phauge@gibbonslaw.com | [bio](#)

Gibbons P.C. | One Gateway Center | Newark, NJ 07102-5310
m: 973-596-4500 | f: 973-596-0545 | [office](#) | [map](#)



gibbonslaw.com | gibbonslawalert.com

From: Lewandowski, Kelly A (DEC) <kelly.lewandowski@dec.ny.gov>
Sent: Thursday, January 27, 2022 2:44 PM
To: Hauge, Paul M. <PHauge@gibbonslaw.com>
Cc: Freeman, David J. <DFreeman@gibbonslaw.com>; Post, Charles H (DEC) <charles.post@dec.ny.gov>; Murphy, Michael C (DEC) <michael.murphy1@dec.ny.gov>; Ryan Bathie <ryan.bathie@innovopg.com>; Kyle Roth <kyle.roth@innovopg.com>; Stephen Kim <stephen.kim@innovopg.com>
Subject: RE: 28-90 Review Avenue (C241236)

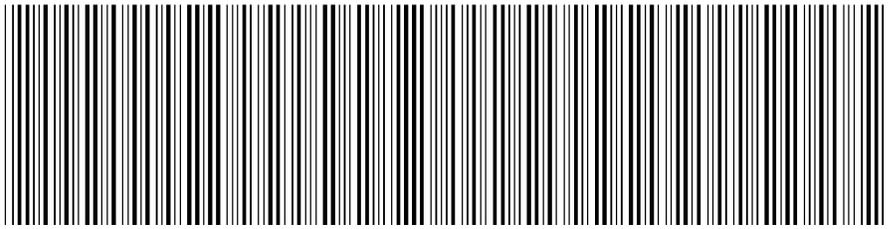
Paul,
No, we do not allow changes of ownership for prospective purchases. We have had problems in the past. I suggest this amendment be put on hold, (as long as your applicants do not object), until you can provide me with the copy of deed and revised page 1 indication this is also an amendment to reflect transfer of title. By checking box on page 1 "Amendment to reflect transfer of title" and answered questions 1a. and 1b. In absence of that, this amendment is only to add a the new requestor.

Thank you.

Kelly A. Lewandowski, P.E.

**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.



2022031800732001001E803E

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 9

Document ID: 2022031800732001

Document Date: 03-16-2022

Preparation Date: 03-18-2022

Document Type: DEED

Document Page Count: 8

PRESENTER:

FIDELITY NATIONAL TITLE INS. COMPANY
485 LEXINGTON AVENUE, 18TH FLOOR
NEW YORK, NY 10017
212-481-5858
FNTRECORDINGS@FNF.COM / 56955 Q

RETURN TO:

MCDERMOT WILL EMERY LLP
ONE VANDERBILT AVE
NEW YORK, NY 10017-3852
Attn.: Tim Swearingen, Esq.

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	294	106	Entire Lot	28-90 REVIEW AVENUE

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

28-90 REVIEW AVENUE OWNER, LLC
C/O.: INNOVO PROPERTY GROUP, 1370 AVENUE OF
THE AMERICAS, 19TH FLOOR
NEW YORK, NY 10019

GRANTEE/BUYER:

28-90 REVIEW AVE PROPERTY OWNER LLC
C/O.: INNOVO PROPERTY GROUP, 1370 AVENUE OF
THE AMERICAS, 19TH FLOOR
NEW YORK, NY 10019

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 77.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 1,732,500.00

NYS Real Estate Transfer Tax:

\$ 429,000.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 03-24-2022 15:51

City Register File No.(CRFN):

2022000126747



Annette McMill

City Register Official Signature

SST

\$ 429,000.⁰⁰

#1

BARGAIN AND SALE DEED

THIS INDENTURE, made as of the 16th day of March, 2022 between **28-90 REVIEW AVENUE OWNER, LLC**, a Delaware limited liability company, having an address at 1370 Avenue of the Americas, New York, New York 10019 ("Grantor"), and **28-90 REVIEW AVE PROPERTY OWNER LLC**, a Delaware limited liability company, having an address at 1370 Avenue of the Americas, New York, New York 10019 ("Grantee").

WITNESSETH:

That Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever, all that plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at 28-90 Review Avenue, Queens, New York (the "Property"), as more particularly described on Exhibit A annexed hereto and made a part hereof.

Being the same premises conveyed to the Grantor herein by Bargain and Sale Deed from 2890 Review TIC Owner LLC, a Delaware limited liability company and 2890 Review Equity LLC, dated June 23, 2020 and recorded June 26, 2020 in the Office of the City Register of the City of New York in CRFN #2020000183991;

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the center lines thereof; and

Together with the appurtenances and all the estate and rights of Grantor in and to the Property.

TO HAVE AND TO HOLD the Property herein granted unto Grantee, the heirs or successors and assigns of Grantee, forever.

AND Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements at the Property and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

Block
294
Lot
106

Exhibit A

Legal Description

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Queens, County of Queens, State of New York bounded and described as follows:

PARCEL I

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Queens, County of Queens, State of New York bounded and described as follows:

BEGINNING at a point on the southerly bulkhead line of the Dutch Kills Canal as adopted by the topographical bureau of the City of New York adjoining the lands formerly conveyed to the Simonds manufacturing Company by deed recorded in the office of the clerk of the County of Queens in Reel 766 of conveyances, Page 281, which point is also intersected by a line drawn parallel to Borden Avenue and distant 145 feet 4 ½ inches southerly therefrom, measured on a line drawn at right angles hereto;

RUNNING THENCE along said parallel line and land formerly of the Simonds Manufacturing Company on a course bearing south 67° 30' east, 648.37 feet to the northerly side of Marsh Street, as shown on the Commissioners Map of Long Island City;

THENCE westerly along the northerly side of Marsh Street as on said Commissioners map on a course bearing south 72° 15' 30" west, 524.90 feet to land formerly conveyed to the Central Felt and Paper Company by deed recorded in the office of the clerk of the County of Queens in Liber 1327 of conveyances at Page 47;

THENCE along said land on a course bearing north 34° 02' 50" east, 76.03 feet to an iron monument;

THENCE still along said land at right angles to the previous course on a course bearing north 55° 57' 10" west, 19 feet to another iron monument;

THENCE still along said land at right angles to the previous course bearing north 34° 02' 50" east, 19 feet;

THENCE still along said land at right angles to the previous course on a course bearing north 55° 57' 10" west, 439.56 feet to the bulkhead line adopted by the topographical bureau of the City of New York;

THENCE along said bulkhead line on a course bearing north 72° 18' 54" east, 238.96 feet to the point or place of BEGINNING.

PARCEL II

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at an iron monument set in the dividing line between the land described herein and land now or formerly of The Texas Company, formerly of the Long Island Oyster Farms, Inc., at a distance of 11.03 feet northwardly, as measured on a course north $33^{\circ} 50' 30''$ east (record) (north $34^{\circ} 02' 50''$ east actual) from the northwesterly side of Marsh Street as laid down on a map of The City of New York to the point OF BEGINNING; and

RUNNING THENCE along the said dividing line on a course north $33^{\circ} 50' 30''$ east (record), (north $34^{\circ} 02' 50''$ east actual) a distance of 65 feet to a point;

THENCE still along the said dividing line on a course north $56^{\circ} 09' 30''$ west (record), (north $55^{\circ} 57' 10''$ west actual) a distance of 19 feet to a point;

THENCE still along the said dividing line on a course north $33^{\circ} 50' 30''$ east (record), (north $34^{\circ} 02' 50''$ east actual) a distance of 19 feet to a point;

THENCE still along said dividing line on a course north $56^{\circ} 09' 30''$ west (record), (north $55^{\circ} 57' 10''$ west actual) a distance of 388 feet to an iron monument;

THENCE along the dividing line between the land described herein and land now or formerly of The Long Island Railroad Company on a course south $35^{\circ} 21' 06''$ east (record), (south $35^{\circ} 08' 46''$ east actual) a distance of 53.49 feet to an iron monument;

THENCE still along the said dividing line between the land described herein and land now or formerly of The Long Island Railroad Company on a course on a course south $37^{\circ} 30' 32''$ east (record), (south $37^{\circ} 18' 12''$ east actual) a distance of 84.43 feet to an iron monument;

THENCE still along the said dividing line between the land described herein and land now or formerly of the Long Island Railroad Company on a course south $48^{\circ} 20' 49''$ east (record), (south $48^{\circ} 08' 29''$ east actual) a distance of 279.59 feet to the point or place of BEGINNING.

PARCEL III

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at the intersection of the westerly side line of the public highway known and designated as Review Avenue with the northerly side line of Marsh Street (not open); and

RUNNING THENCE along the westerly line of Review Avenue south $17^{\circ} 44' 30''$ east, a distance of 30 feet to center line of Marsh Street (not open); and

THENCE westerly along the center line of Marsh Street (not open) south $72^{\circ} 15' 30''$ west, a distance of 12.21 feet more or less, to a point;

THENCE generally northwest to the intersection of the northerly side of Marsh Street (not open) with the northeasterly line of property formerly of The Long Island Oyster Farms, Inc., $N67^{\circ} 30' 06''$ W (record) north $67^{\circ} 30' 34''$ west (actual), a distance of 46.44 (record), 46.45 (actual) feet;

THENCE easterly along the northerly THENCE easterly along the northerly side line of Marsh Street (not open) north $72^{\circ} 15' 30''$ east, a distance of 47.67 feet to the point or place of BEGINNING.

PARCEL IV

All that certain plot, piece or parcel of land situate, lying and being in the Borough of Queens, County of Queens, City and State of New York being more particularly bounded and described as follows:

COMMENCING at a point on the westerly side of Review Avenue, distant 180.38 feet southerly from the corner formed by the intersection of the southerly side of Borden Avenue with the westerly side of Review Avenue. Said point also lying on the centerline of 29th Street (aka Marsh Street hereafter referred to as 29th Street) (60 FEET WIDE, NOT OPEN) as said Street is shown on the Queens Final Section, Map #314;

RUNNING THENCE S. 72 degrees 15 minutes 30 seconds W., a distance of 12.21 feet along the said centerline of 29th Street (and also at right angles to Review Avenue) to the true point or place of BEGINNING;

THENCE S. 72 degrees 15 minutes 30 seconds W. still along the said centerline of 29th Street, a distance of 524.94 feet to the westerly end of 29th Street;

THENCE N. 17 degrees 44 minutes 33 seconds W., a distance of 30 feet to the corner formed by the intersection of the westerly end of 29th Street with the northerly side of 29th Street;

THENCE N. 72 degrees 15 minutes 30 seconds E. along the said northerly side of 29th Street, a distance of 489.48 feet;

THENCE S. 67 degrees 30 minutes 34 seconds E., a distance of 46.45 feet to the point or place of BEGINNING.

PERIMETER DESCRIPTION:

All that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly bulkhead line of the Dutch Kills Canal as adopted by the topographical bureau of the City of New York adjoining the lands formerly conveyed to the

Simonds Manufacturing Company of deed recorded in the office of the clerk of the County of Queens in Reel 766 of conveyances, Page 281, which point is also intersected by a line drawn parallel to Borden Avenue and distant 145 feet 4- ½ inches southerly therefrom, measured on a line drawn at right angles hereto;

RUNNING thence along said parallel line and land formerly of the Simonds Manufacturing Company on a course bearing south 67 degrees 30' east, 648.37 feet to the northerly side of Marsh Street, as shown on the Commissioners Map of Long Island City;

THENCE easterly along the northerly side of Marsh Street as on said Commissioners Map on a course bearing north 72 degrees 15' 30" east, 47.67 feet to a point in Review Avenue;

THENCE along the westerly line of Review Avenue South 17 degrees 44'30" East, A distance of 30 feet to the centerline of Marsh Street (not open);

THENCE S. 72 degrees 15 minutes 30 seconds W. still along the said centerline of 29th Street, a distance of 537.15 feet to the westerly end of 29th Street;

THENCE N. 17 degrees 44 minutes 33 seconds W., a distance of 30 feet to the corner formed by the intersection of the westerly end of 29th Street with the Northerly side of 29th Street;

THENCE westerly along the northerly side of Marsh Street as on said commissioners map on a course bearing south 72 degrees 15' 30" west, 35.41 feet to land formerly conveyed to the Central Felt and Paper Company by deed recorded in the office of the clerk of the County of Queens in Liber 1327 of conveyances, at page 47;

THENCE along said land on a course bearing north 34 degrees 02' 50" east, 11.03 feet to a point;

THENCE still along the said dividing line between the land described herein and land now or formerly of the Long Island Railroad Company on a course north 48° 20' 49" west (record), (north 48° 08 29" west actual) a distance of 279.59 feet to an iron monument;

THENCE still along the said dividing line between the land described herein and land now or formerly of The Long Island Railroad Company on a course on a course north 37°30' 32" west (record), (north 37° 18' 12" west actual) a distance of 84.43 feet to an iron monument;

THENCE along the dividing line between the land described herein and land now or formerly of The Long Island Railroad Company on a course north 35° 21' 06" west (record), (north 35° 08' 46" west actual) a distance of 53.49 feet to an iron monument;

THENCE still along said land at right angles to the previous course on a course bearing 55°57'10" west, 51.56 feet to the bulkhead line adopted by the topographic bureau of the City of New York;

THENCE along said bulkhead line on a course bearing north 72 degrees 18' 54" east, 238.96 feet

to the point or place of BEGINNING.

For information only:

Designated as Block 294, lot 106 Queens County and also known as 28-90 Review Avenue, Long Island, NY. Marsh Street (also known 29th Street) is not owned by NYC as a public street and is merely included for references noted in the legal description.

RECORD AND RETURN TO:

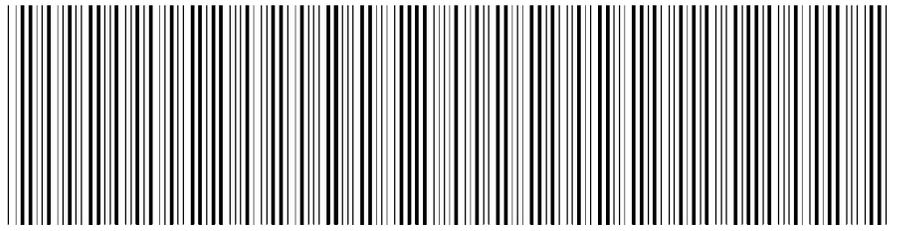
TIM SWEARINGEN, ESQ.

McDermott Will & Emery LLP

One Vanderbilt Avenue,

New York, NY 10017-3852

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2022031800732001001S4EBF

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2022031800732001
Document Type: DEED

Document Date: 03-16-2022

Preparation Date: 03-18-2022

ASSOCIATED TAX FORM ID: 2022030800910

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

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

2
4

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 28-90 REVIEW AVENUE QUEENS 11101
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name 28-90 REVIEW AVE PROPERTY 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 1 # 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 X OR ACRES
FRONT FEET DEPTH

Check the boxes below as they apply:
 6. Ownership Type is Condominium
 7. New Construction on Vacant Land

8. Seller Name 28-90 REVIEW AVENUE OWNER, LLC
LAST NAME / COMPANY FIRST NAME

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 3 / 11 / 2022
Month Day Year

11. Date of Sale / Transfer 3 / 16 / 2022
Month Day Year

12. Full Sale Price \$ 6,600,000
(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) 3,552,300
3 5 5 2 3 0 0

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

QUEENS 294 106

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.

See Attached

BUYER

3/16/2022

BUYER'S ATTORNEY

BUYER SIGNATURE
C/O: INNOVO PROPERTY GROUP 1370 AVENUE OF THE AMERICAS, 19TH FLOOR
STREET NUMBER
NEW YORK
CITY OR TOWN
DATE
3/16/2022

LAST NAME
FIRST NAME
AREA CODE
TELEPHONE NUMBER
SELLER
DATE
3/16/2022

See Attached

SIGNATURE RIDER TO REAL PROPERTY TRANSFER REPORT (RP-5217)

SELLER'S SIGNATURE:

28-90 Review Avenue Owner, LLC,
a Delaware limited liability company

SELLER CONTACT INFORMATION:

c/o Innovo Property Group, LLC
1370 Avenue of the Americas, 19th Floor
New York, New York 10019

By: 
Name: Ryan Bathie
Title: Authorized Signatory

SELLER'S ATTORNEY:

Jason Feder, Esq.
Telephone Number:
(954) 251-0599

SIGNATURE RIDER TO REAL PROPERTY TRANSFER REPORT (RP-5217)

BUYER'S SIGNATURE:

28-90 Review Ave Property Owner LLC,
a Delaware limited liability company

BUYER CONTACT INFORMATION:

c/o Innovo Property Group, LLC
1370 Avenue of the Americas, 19th Floor
New York, New York 10019

By: 
Name: Ryan Bathie
Title: Authorized Signatory

BUYER'S ATTORNEY:

McDermott Will & Emery LLP
Pejman Razavilar, Esq.
Telephone Number:
(212) 547-5501



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: QUEENS BLOCK: 294 LOT: 106

(2) Property Address: 28-90 REVIEW AVENUE, QUEENS, NY 11101

(3) Owner's Name: 28-90 REVIEW AVE PROPERTY 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:

Signature: _____

See
Attached

3/16/2022

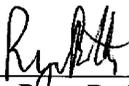
Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

SIGNATURE RIDER TO DEPARTMENT OF ENVIRONMENTAL PROTECTION
CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING

OWNER:

28-90 Review Ave Property Owner LLC,
a Delaware limited liability company

By: 
Name: Ryan Bathie
Title: Authorized Signatory

Attachment B

COVID-19 Vaccines

Vaccine appointments are available at New York State mass vaccination sites for children ages 5- 11. Vaccines are also widely available through your child's pediatrician, family physician, local county health department, FQHC, or pharmacy.

[FIND PROVIDER >](#)

Department of State

Division of Corporations

Entity Search Results

A total of 1 entities were found. If the entity name you are searching is not displayed please refine the search.

Search

Name	DOS ID #	Assumed Name ID #	Status	Entity Type	Date of First Filing	County
28-90 REVIEW AVE PROPERTY OWNER LLC	6341491		Active	FOREIGN LIMITED LIABILITY COMPANY	12/03/2021	New York

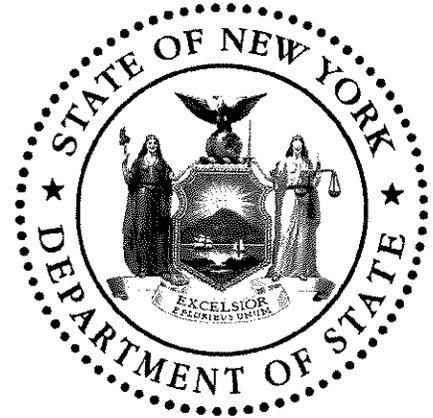
Rows per page: 5 1-1 of 1 < >

[Return to Search](#)

**NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT**

ENTITY NAME : 28-90 REVIEW AVE PROPERTY OWNER LLC
DOCUMENT TYPE : APPLICATION OF AUTHORITY
ENTITY TYPE : FOREIGN LIMITED LIABILITY COMPANY

DOS ID : 6341491
FILE DATE : 12/03/2021
FILE NUMBER : 211203001946
TRANSACTION NUMBER : 202112030002132-415622
EXISTENCE DATE : 12/03/2021
DURATION/DISSOLUTION : PERPETUAL
COUNTY : NEW YORK



SERVICE OF PROCESS ADDRESS : C/O C T CORPORATION SYSTEM
28 LIBERTY STREET,
NEW YORK, NY, 10005, USA

REGISTERED AGENT : C T CORPORATION SYSTEM
28 LIBERTY STREET,
NEW YORK, NY, 10005, USA

FILER : EDWARD V. PISACRETA, MCDERMOTT WILL & EMERY LLP
1180 PEACHTREE ST. NE, SUITE 3350
ATLANTA, GA, 30309, USA

SERVICE COMPANY : C T CORPORATION SYSTEM
SERVICE COMPANY ACCOUNT : 07
CUSTOMER REFERENCE : 14011375

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100000719911

TOTAL FEES:	\$410.00	TOTAL PAYMENTS RECEIVED:	\$410.00
FILING FEE:	\$250.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$10.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$410.00
EXPEDITED HANDLING:	\$150.00	REFUND DUE:	\$0.00

**STATE OF NEW YORK
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for 28-90 REVIEW AVE PROPERTY OWNER LLC, File Number 211203001946 has been compared with the original document in the custody of the Acting Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on December 03, 2021.



Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

APPLICATION FOR AUTHORITY

OF

28-90 Review Ave Property Owner LLC

Under Section 802 of the Limited Liability Company Law

FIRST: The name of the limited liability company is: _____

28-90 Review Ave Property Owner LLC

If the name does not contain a required word or abbreviation pursuant to Section 204 of the Limited Liability Company Law, the following word or abbreviation is added to the name for use in this state :

If the name of the limited liability company is unavailable, the fictitious name under which it will do business in New York is:

SECOND: The jurisdiction of organization of the limited liability company is: Delaware

The date of its organization is: December 2, 2021

THIRD: The county within this state in which the office, or if more than one office, the principal office of the limited liability company is to be located is:

New York

FOURTH: The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The post office address within this state to which the secretary of state shall mail a copy of any process against him or her is:

c/o C T Corporation System, 28 Liberty Street, New York, New York 10005.

FIFTH: The name and street address within this state of the registered agent of the limited liability company upon whom and at which process against the limited liability company can be served is:

C T Corporation System, 28 Liberty Street, New York, New York 10005.

SIXTH: The address of the office required to be maintained in the jurisdiction of formation by the laws of that jurisdiction or, if not so required, the address of the principal office of the limited liability company is:

c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street,

Wilmington, Delaware 19801

SEVENTH: The limited liability company is in existence in its jurisdiction of formation at the time of the filing of this application.

Filed with the NYS Department of State on 12/03/2021
Filing Number: 211203001946 DOS ID: 6341491

EIGHTH: (Complete the applicable statement)



The name and address of the authorized officer in the jurisdiction of formation where a copy of the articles of organization of the limited liability company is filed is (e.g. Secretary of State):

Secretary of State of Delaware, Division of Corporations

Townsend Building, 401 Federal St #4, Dover, DE 19901



No public filing of the limited liability company's articles of organization is required by the laws of the jurisdiction of formation. The limited liability company shall provide, upon request, a copy thereof with all amendments thereof. The name and post office address of the person responsible for providing such copies is:

/s/ Edward V. Pisacreta

Name and Capacity of Signer

Edward V. Pisacreta, Authorized Person

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "28-90 REVIEW AVE PROPERTY OWNER LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF DECEMBER, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



6432007 8300

SR# 20213972092

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 204860607

Date: 12-03-21

Filed with the NYS Department of State on 12/03/2021
Filing Number: 211203001946 DOS ID: 6341491

Attachment C

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

**28-90 REVIEW AVE PROPERTY OWNER LLC,
a Delaware limited liability company,**

by

**28-90 REVIEW AVE MEZZ MEMBER LLC,
a Delaware limited liability company,
as Sole Member.**

DATED AS OF NOVEMBER 30, 2021

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
28-90 REVIEW AVE PROPERTY OWNER LLC**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "Agreement") of 28-90 REVIEW AVE PROPERTY OWNER LLC, a Delaware limited liability company (the "Company"), is entered into as of the 30th day of November 2021 (the "Effective Date"), by 28-90 REVIEW AVE MEZZ MEMBER LLC, a Delaware limited liability company, as sole member (in such capacity, the "Sole Member").

WITNESSETH:

WHEREAS, the Sole Member desires to form the Company as a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act, Del Code, Title 6, Sections 18-101, et seq., (as amended from time to time, the "Act"), for the purposes and on the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement is being entered into to provide for the formation of the Company as a limited liability company.

NOW, THEREFORE, the Sole Member agrees as follows:

**ARTICLE I
DEFINITIONS; FORMATION; NAME; APPLICABLE LAW**

SECTION 1.1. Definitions. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"Accountants" means a firm of independent certified public accountants as is appointed by the Sole Member from time to time.

"Act" is defined in the first whereas clause.

"Additional Capital Contribution" is defined in Section 5.1.2.

"Affiliate" means, with respect to any Person, any other Person or group of other Persons acting in concert in respect of the Person in question that, directly or indirectly, through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person.

"Agreement" is defined in the preamble.

"Assets" means all of the assets of the Company, including, without limitation, the ownership interests of the Company in the Property.

"Available Cash" means, unless otherwise determined by the Sole Member, cash paid to, or in the possession of, the Company from whatever source (including, without limitation, cash received from the sale of the Assets) after deducting therefrom (i) all funds necessary to pay for the currently payable expenses incurred in connection with the normal operations of the Company in accordance with and subject to the terms hereof, including, without limitation, expenses under Article VI hereof subject to the provisions of said Article VI, (ii) the payment of all currently payable debt service for all outstanding

loans to the Company when and as they become due and payable, (iii) the payment of all other currently payable obligations of the Company to third parties, including, without limitation, obligations in connection with the Assets, and (iv) a reserve for the working capital and other needs of the Company as is determined by the Sole Member.

“Bankrupt Sole Member” is defined in Section 10.2.

“Business Day” means a day of the year on which banks are open for business in the State of New York other than a (a) Saturday, (b) Sunday, or (c) legal holiday in the State of New York.

“Capital Contributions” means, collectively, the Initial Capital Contribution, all Additional Capital Contributions, and any other capital contributions made by the Sole Member pursuant to the terms hereof.

“Certificate” is defined in Section 1.4.

“Company” is defined in the preamble.

“Control” (including, with correlative meaning, the terms “Controlled by” and “under common Control with”), means, with respect to any Person, possession, directly or indirectly, through one or more intermediaries, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or by contract.

“Effective Date” is defined in the preamble.

“Exculpated Party” is defined in Section 8.11.

“Herein” is defined in Section 12.6.

“Hereinafter” is defined in Section 12.6.

“Hereof” is defined in Section 12.6.

“Hereunder” is defined in Section 12.6.

“Initial Capital Contribution” is defined in Section 5.1.1.

“Person” or “persons” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

“Property” means that certain real property located at 28-90 Review Avenue, Long Island City, New York.

“Reports” is defined in Section 11.3.

“Sole Member” is defined in the preamble.

“Term” is defined in Section 2.2.

“Transaction Costs” means the transaction costs and expenses incurred in connection with the formation of the Company and the acquisition of the Assets, including, without limitation (a) any closing costs in connection therewith, (b) the fees, costs and disbursements of counsel to the Sole Member and the Company relating to the formation of the Company including the fees and costs of McDermott Will & Emery LLP, as counsel to the Sole Member, (d) the establishment of a working capital reserve as determined by the Sole Member and (e) other fees, costs and expenses (including due diligence costs and other expenses incurred by the Sole Member).

SECTION 1.2. Formation and Operation of the Company. The Sole Member, by execution of this Agreement, hereby agrees to form the Company as a limited liability company pursuant to the Act. The Sole Member represents and warrants that it is duly authorized to join in this Agreement and that the person executing this Agreement on its behalf is duly authorized to do so. The Sole Member shall be admitted to the Company as a member of the Company upon its execution of a counterpart signature page to this Agreement.

SECTION 1.3. Name. The name of the Company shall be “28-90 Review Ave Property Owner LLC”, and all business of the Company shall be conducted under that name or under any other name as the Sole Member may determine from time to time; provided, however, that the words “Limited Liability Company” or the initials “L.L.C.” or “LLC” shall be included in the name where necessary.

SECTION 1.4. Certificate of Formation. The Company shall exist under and shall be governed by the Act and this Agreement. On or prior to the Effective Date, a Certificate of Formation (the “Certificate”) was filed for record in the appropriate Office of the Secretary of State of Delaware, and if necessary in the future, the Sole Member, as the designated “authorized person” within the meaning of the Act, shall execute such further documents (including amendments to the Certificate) and take such other further action as shall be appropriate to comply with the requirements of law for the formation and operation of a limited liability company pursuant to the laws of the State of Delaware and to qualify the Company to do business in such other state in which the Company may elect to do business. Edward V. Pisacreta is hereby designated as an “authorized person”, within the meaning of the Act, and has executed, delivered and caused to be filed the Certificate with the Secretary of State of the State of Delaware, and each action taken by said designated authorized person prior to the Effective Date in furtherance of the execution, delivery and filing of the Certificate is hereby ratified and confirmed by the Sole Member. Upon the filing of the Certificate with the Secretary of State of the State of Delaware, the powers of Edward V. Pisacreta as an “authorized person” ceased and the Sole Member thereupon became the designated “authorized person”. The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate in accordance with the Act.

SECTION 1.5. Nature of the Company.

SECTION 1.5.1. Formation for Limited Purpose. The Company shall be a limited liability company created only for the purpose specified in Article II, and this Agreement shall not be deemed to create an agreement (in the nature of a limited liability company or any other arrangement) by the Sole Member with respect to any activities whatsoever other than the activities within the business purposes of the Company as specified in Article II.

SECTION 1.5.2. Limited Power of Sole Member to Bind Company; Limited Liability of Sole Member. The Sole Member shall not have any power to bind the Company except as specifically provided in this Agreement. To the fullest extent permitted by law, the Sole Member shall not be personally liable for any indebtedness or obligation of the Company to any third party incurred either before or after the execution of this Agreement.

SECTION 1.5.3. Assets Owned by Company. The Assets shall be owned by the Company as an entity, and the Sole Member individually shall not own any interest in the Assets.

ARTICLE II PURPOSE; TERM

SECTION 2.1. Purpose. The purpose of the Company is, directly or indirectly, to acquire, own, hold, finance and sell the Assets, and in connection therewith, to sell, assign, transfer, operate, hypothecate, pledge and otherwise deal with all or any part of the Assets. In furtherance of the foregoing purposes and businesses, the Company shall have and exercise all of the powers now or hereafter conferred under the laws of the State of Delaware on limited liability companies formed under such laws and may do any and all things necessary or incidental to such purposes or businesses.

SECTION 2.2. Term. The Company shall continue in perpetuity until a certificate of cancellation is filed with the Secretary of State of the State of Delaware pursuant to Section 9.2(a) of this Agreement (the "Term").

ARTICLE III PRINCIPAL OFFICE; REGISTERED AGENT

SECTION 3.1. Principal Office. The principal office of the Company shall initially be located at c/o Innovo Property Group, LLC, 1370 Avenue of the Americas, 19th Floor, New York, New York 10019. The Sole Member shall be responsible for maintaining at the Company's principal place of business any records required by the Act and by this Agreement to be maintained there. The Sole Member may change the principal office of the Company from time to time.

SECTION 3.2. Registered Office and Agent. The address of the registered office of the Company for service of process on the Company in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801, and the name of the registered agent of the Company at such address is The Corporation Trust Company. The Sole Member may change the registered office or registered agent of the Company from time to time.

ARTICLE IV DESCRIPTION OF THE TRANSACTION

The Sole Member acknowledges that the Company intends to acquire the Property.

ARTICLE V CAPITAL CONTRIBUTIONS, PERCENTAGE INTEREST

SECTION 5.1. Capital Contributions.

SECTION 5.1.1. Initial Capital Contributions. Concurrently with the Effective Date, the Sole Member shall make a capital contribution to the Company (the "Initial Capital Contribution") equal to one hundred percent (100%) of the Transaction Costs.

SECTION 5.1.2. Additional Capital Contributions. The Sole Member may, at any time in its sole discretion call upon itself to make additional capital contributions to the Company in whatever amount and form it chooses (each such additional capital contribution, an "Additional Capital Contribution"). In furtherance of the foregoing, it is acknowledged that the Sole Member has not, by this Agreement, made any commitment or obligation of any kind or nature to make any Additional Capital

Contribution to the Company, it being acknowledged that the Sole Member shall have the right to determine not to fund additional capital to the Company for any reason or for no reason in the sole and absolute discretion of the Sole Member. Notwithstanding anything contained in this Agreement, the Sole Member shall not be required to make any capital contribution or other advance of funds to the Company.

SECTION 5.1.3. No Right to Return of Capital Contribution. The Sole Member shall not have the right to withdraw from the Company or to demand or return all or any part of its Capital Contribution during the Term of the Company and any return of any such Capital Contribution shall be made solely from the distributions pursuant to the provisions of Article VII.

SECTION 5.1.4. Limited Liability of Sole Member. Except as otherwise specifically provided herein, in no event shall the Sole Member by reason of its admission as a member of the Company, be liable to pay for any loss beyond the amount of any Initial Capital Contribution actually made by the Sole Member pursuant to Section 5.1.1 and any Additional Capital Contribution actually made by the Sole Member pursuant to Section 5.1.2, or be personally liable for any debts of the Company, provided, however, it is expressly understood by the Sole Member to the extent required by any applicable limited liability company law, including, without limitation, the Act (and to the extent that such requirement may not be waived under any such applicable limited liability company law, including, without limitation, the Act), if the Sole Member receives the return, in whole or in part, of its Capital Contribution, the Sole Member may be liable to the Company for any sum not in excess of such return together with interest thereon necessary to discharge the Company's liabilities to its creditors.

SECTION 5.1.5. Limitation of Liability. None of the Sole Member, or any partner, employee, Affiliate, member, manager, principal (disclosed or undisclosed), shareholder, director or officer of the Sole Member, shall have any personal liability to make any Additional Capital Contribution or other contribution to the Company.

SECTION 5.2. No Interest on Capital. No interest shall be paid by the Company on any Capital Contributions.

SECTION 5.3. Percentage Interest. The interest of the Sole Member in the Company is personal property. The Sole Member shall own one hundred percent (100%) of the limited liability company interests in the Company. The Company's profits and losses shall be allocated to the Sole Member.

ARTICLE VI ACCOUNTS, FEES, PAYMENTS AND REIMBURSEMENTS

SECTION 6.1. Reimbursement of Expenses. (a) The Company shall reimburse the Sole Member for its reasonable out-of-pocket expenses incurred in connection with its acting in accordance with the terms hereof, including, without limitation, the cost of any third party litigation (subject to Section 6.1(b)) and the cost of preparing the Reports and tax returns pursuant to Article XI. All such costs and expenses and all costs and expenses incurred by the Company in connection with the operations of the Company shall be paid by the Company.

(b) In the event any litigation is commenced against the Sole Member that arises out of the business of the Company, then the Company shall reimburse the Sole Member for its expenses arising therefrom unless such litigation arises as a result of the gross negligence or willful misconduct of the Sole Member, in which event the Company shall not be obligated to so reimburse the Sole Member for such expenses.

SECTION 6.2. No Other Fees or Expense Reimbursements. Other than as stated in the foregoing provisions of this Article VI and in Section 8.6, the Sole Member (and no Affiliate of the Sole Member) shall be entitled to receive any fee or other compensation arising out of this Agreement or receive any reimbursement for its expenses incurred in connection herewith.

ARTICLE VII DISTRIBUTIONS

SECTION 7.1. Distributions of Available Cash. During the period commencing on the Effective Date and ending upon the dissolution of the Company pursuant to the provisions of Article IX, one hundred percent (100%) of all distributions of Available Cash shall be made to the Sole Member.

SECTION 7.2. Timing of Distributions. The Sole Member shall make distributions of all Available Cash at such times and in such amounts as is determined by the Sole Member in its sole discretion.

SECTION 7.3. Limitations on Cash in Return of Capital. The Sole Member shall not be entitled to demand and receive property other than cash in return for its Capital Contributions to the Company.

ARTICLE VIII CONTROL AND MANAGEMENT

SECTION 8.1. Management. The Sole Member shall have the sole and exclusive right to manage, control and conduct the affairs of the Company and to do any and all acts on behalf of the Company (including the exercise of rights to elect to adjust the tax basis of the Assets and to revoke such elections and to make such other tax elections as the Sole Member shall deem appropriate). Without limiting the generality of the foregoing, the Sole Member shall have the following powers and rights:

(a) the power and authority to bind the Company with respect to all affairs of the Company within the scope of purpose set forth in Article II; and

(b) the power and authority to execute and deliver any and all documents, contracts and agreements (including, without limitation, deeds and other conveyancing documents, notes, loan agreements, mortgages, pledges, guarantees and other financing documents, and leases and other leasing documents) on behalf of the Company.

SECTION 8.2. Authority of Sole Member. The Sole Member shall have all the rights and powers permitted under the applicable provisions of the Act. Nothing herein contained shall impose any obligation on any Person or firm doing business with the Company to inquire as to whether or not the Sole Member has exceeded its authority in executing any contract, agreement, lease, mortgage, note, guaranty, loan agreement, pledge, security agreement or other evidence of indebtedness, deed, assignment, conveyance or other transfer instrument or any other document or instrument of any kind or nature on behalf of the Company, and any such third person shall be fully protected in relying upon such authority. Without limiting the generality of the provisions of this Article VIII, the Sole Member shall have the absolute power to sell, exchange, lease, convey, venture, mortgage, pledge, hypothecate or otherwise deal in or with any and all of the Assets; to cause the Company to issue any guarantees; to borrow funds to finance the conduct of Company activities, and in connection with such borrowing, to retain, hypothecate, mortgage, pledge or use so much of the revenues and other property (whether real or personal) of the Company as, in the Sole Member's judgment, is necessary to satisfy the anticipated present and future obligations of the Company attributable to those activities; to repay, in whole or in part, refinance, recast, increase, modify or extend any mortgage or other secured or unsecured

indebtedness, and in connection therewith, to execute for and on behalf of the Company any extensions, renewals or modifications of mortgages, pledges, security agreements or other evidences of indebtedness in lieu of such existing mortgages, pledges, security agreements or other evidences of indebtedness; to execute any and all other evidence or evidences of indebtedness; and to invest and reinvest any or all of the Assets in such other property, whether real or personal, incident to or necessary for the operations of the Company.

SECTION 8.3. Bank Accounts. The Sole Member shall have the right to open one or more bank accounts for and in the name of the Company. The Sole Member shall have the right to designate a representative or representatives of the Sole Member (or other third parties as determined by the Sole Member from time to time) to execute checks on any such Company bank account.

SECTION 8.4. Intentionally Omitted.

SECTION 8.5. Payments to Sole Member. During the Term, unless specifically so provided herein, the Sole Member shall not be entitled to any fees or other remuneration for its services in connection with this Agreement; provided, that the foregoing shall not affect the right of the Sole Member to be reimbursed for its expenses and costs as herein provided.

SECTION 8.6. Expenditures by Sole Member. The Company shall reimburse the Sole Member for any costs that may be expended by the Sole Member on behalf of the Company. The Company shall pay compensation for accounting, administrative, legal, technical and management services rendered to the Company. All of the aforesaid expenditures shall be made on behalf of the Company and the Sole Member shall be entitled to reimbursement by the Company for any expenditures incurred by the Sole Member on behalf of the Company which is made other than out of funds of the Company.

SECTION 8.7. Potential Conflicts. The Sole Member shall cause so much time to be devoted to the business of the Company as, in its judgment, taking into account its responsibilities described hereunder, the conduct of the Company's business shall reasonably require. Notwithstanding any duty otherwise existing at law or in equity, the Sole Member may engage in business ventures of any nature and description independently or with others, including, but not limited to, business of the character described in Article II (or any part thereof), and the Company shall not have any rights in or to such independent ventures or the income or profits derived therefrom. The Company may retain the services of a professional or nonprofessional firm or entity which is controlled by or an Affiliate of the Sole Member to render services or supply goods to the Company, and may pay reasonable compensation for such services or goods. The Company may enter into transactions with or otherwise deal with an entity which is controlled by or an Affiliate of the Sole Member.

SECTION 8.8. Liability of Sole Member. The Sole Member shall not be liable to the Company for honest mistakes of judgment, or for action or inaction, taken in good faith for a purpose that was reasonably believed to be in the best interests of the Company (even if such decisions ultimately turn out to not be beneficial to the Company), or for losses due to such mistakes, action or inaction, or for the negligence, dishonesty or bad faith of any employee, broker or other agent of the Sole Member or the Company. The Sole Member may consult with counsel and accountants in respect of Company affairs and be fully protected and justified in any action or inaction that is taken in accordance with the advice or opinion of such counsel or accountants.

SECTION 8.9. Indemnification of Sole Member. The Company agrees to indemnify the Sole Member and each Exculpated Party to the fullest extent permitted by law and to save and hold them harmless from and in respect of all (a) fees, costs and expenses paid in connection with or resulting from any claim, action or demand against the Company or any Exculpated Party that arises out of or in any way

relates to the Company, its properties, business or affairs and (b) such claims, actions and demands and any losses or damages resulting from such claims, actions and demands, including amounts paid in settlement or compromise (if recommended by attorneys for the Company) of any such claim, action or demand. In the event that a claim is raised against Sole Member as to which Sole Member reasonably believes that it is entitled to indemnification as aforesaid, then, pending any determination as to whether Sole Member is in fact entitled to such indemnification, Sole Member shall have the right to utilize the Assets to reimburse Sole Member for the cost of defending against such claim, including, without limitation, the cost of legal counsel in connection therewith; provided, however, that if it is eventually determined that Sole Member was not entitled to such indemnification, then Sole Member shall reimburse the Company for any payments made to it on account of such indemnification.

SECTION 8.10. Restrictions on Duties. Notwithstanding anything to the contrary contained in this Agreement or otherwise applicable provision of law or equity, the Sole Member agrees that, to the fullest extent permitted by the Act, the Sole Member shall not have any duties or obligations (including fiduciary duties) to the Company, or any other person except as expressly set forth in this Agreement.

SECTION 8.11. Non-Liability. Notwithstanding anything to the contrary contained in this Agreement, no partner, officer, director, shareholder, member, manager, employee, representative, agent or Affiliate of the Sole Member (any such person, a "Exculpated Party") shall have any liability of any kind or nature arising out of this Agreement.

SECTION 8.12. Temporary Investments. The Sole Member may temporarily invest funds of the Company on hand which exceed the Company's immediate cash needs in such investments as the Sole Member may determine appropriate.

SECTION 8.13. Right of Sole Member to Delegate Duties. The Sole Member shall have the right to delegate all or a portion of its duties and responsibilities under this Agreement from time to time to third parties as are determined by the Sole Member from time to time. Any expenses arising from any such delegation shall be expenses of the Company.

SECTION 8.14. Authorized Signatory. Notwithstanding anything to the contrary contained in this Agreement, the Sole Member acknowledges and agrees that Andrew Chung and Ryan Bathie are each hereby authorized and empowered, as an "Authorized Signatory", each acting alone, to bind the Company and to make, execute and deliver in the name and on behalf of the Company, any agreement, document, certificate or other instrument that may be necessary, proper, appropriate or desirable in connection with the business and affairs of the Company (including, without limitation, the execution and delivery on behalf of the Company of any agreements, documents, certificates or other instruments required in connection with the acquisition of the Assets), in each case, without the need for any further action, consent or resolution by the Sole Member.

ARTICLE IX DURATION

SECTION 9.1. Dissolution Events. The Company shall dissolve and its affairs shall be wound up upon the earliest to occur of:

(a) the sale, transfer or other disposition of all or substantially all of the Assets and the distribution of all proceeds thereof, and the determination of the Sole Member to dissolve the Company;

(b) the entry of a decree of judicial dissolution of the Company under the Act;

- (c) the determination of the Sole Member to dissolve the Company; or
- (d) the happening of any of the events set forth in Section 18-801(a)(4) of the Act.

SECTION 9.2. Liquidation and Termination.

(a) Upon dissolution of the Company, the Sole Member, shall proceed to wind up the affairs of the Company, liquidate the remaining Assets and wind-up and dissolve the Company. The Sole Member shall cause a full accounting of the Assets and liabilities of the Company to be taken and shall cause the Assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (i) selling the Assets and distributing the net proceeds therefrom in accordance with Section 9.2(b), or (ii) if the Sole Member shall so determine, distributing the Assets in kind to the Sole Member in accordance with Section 9.2(b). Upon the completion of winding up of the Company, the Sole Member or other representative of the Company shall file a certificate of cancellation in the Office of the Secretary of State of the State of Delaware as provided in Section 18-203 of the Act.

(b) The proceeds of liquidation shall be applied in the following order of priority: (i) first, to the satisfaction of debts and liabilities (including expenses of liquidation) of the Company (whether by payment or the reasonable provision for payment thereof), if any, in the order of priority provided by law (including, if determined by the Sole Member, a reserve to provide for any contingent, conditioned or unmatured liabilities or obligations of the Company to third parties to be held and disbursed, in the discretion of the Sole Member, by an escrow agent selected by the Sole Member and at the expiration of such period as the Sole Member may deem advisable, the balance remaining in such reserve shall be distributed as provided herein); and (ii) second, to the Sole Member.

(c) The Company shall terminate when (i) all of the Assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Sole Member in the manner provided for in this Agreement and (ii) the Certificate shall have been cancelled in the manner required by the Act.

SECTION 9.3. Rights and Obligations of Sole Member during Winding Up Period. During the period of the winding up of the affairs of the Company, the rights and obligations of the Sole Member set forth in this Agreement with respect to the management of the Company shall continue.

SECTION 9.4. Integrity of Sole Member. The Sole Member shall not resign from the Company except as expressly permitted under this Agreement. To the fullest extent permitted by law, the Sole Member (a) shall maintain its existence as a legal entity throughout the term of this Agreement and during any wind-up period, and (b) shall not terminate or dissolve without concurrently being reconstituted or reincorporated.

**ARTICLE X
TRANSFER OF INTEREST IN THE COMPANY**

SECTION 10.1. Consent Requirement for Transfer of Interest by Sole Member. The Sole Member shall not be prohibited from (i) selling, transferring, assigning, or otherwise disposing of, directly or indirectly, its right, title or interest in the Company, or any portion thereof or any interest therein, to any other person or (ii) permitting the Sole Member's right, title or interest in the Company to be encumbered, hypothecated or pledged as collateral security for any obligation in favor of any other Person.

SECTION 10.2. Involuntary Transfers. In the event the Sole Member shall be adjudged bankrupt, enter into proceedings for reorganization or into an assignment for the benefit of creditors, have a receiver appointed to administer the Sole Member's interest in the Company, be the subject of a voluntary or involuntary petition for bankruptcy, apply to any court for protection from its creditors, or have its interest in the Company seized by a judgment creditor (the Sole Member in such instance being referred to as a "Bankrupt Sole Member"), the personal representative or trustee (or successor in interest) of the Bankrupt Sole Member shall be an assignee of the Sole Member's interest in the Company having the rights set forth in Section 10.4 and shall not become an additional or substitute member unless and until such party shall have agreed in writing, with a duplicate original delivered to the Sole Member, to assume and be bound by all the obligations of the Bankrupt Sole Member with respect to the limited liability company interest of the Bankrupt Sole Member, and to be subject to all the restrictions to which the Bankrupt Sole Member is subject under the terms of this Agreement; and the Sole Member's estate (or successor in interest) shall be liable for all of its obligations as a member.

SECTION 10.3. Dissolution or Termination of Sole Member. In the event of the dissolution of the Sole Member, the successors in interest of the dissolved Sole Member shall, for the purposes of winding up the affairs of the dissolved Sole Member, have the rights of an assignee of such Sole Member's interest in the Company, as described in Section 10.4, and shall not become an additional or substituted members unless and until such successors shall have agreed in writing, with a duplicate original delivered to the Sole Member, to assume and be bound by all the obligations of the Sole Member with respect to the limited liability company interest of the dissolved Sole Member, and to be subject to all the restrictions to which the Sole Member is subject under the terms of this Agreement.

SECTION 10.4. Status of Assignee. Any Person who acquires all or any portion of the interest of the Sole Member in the Company in any manner shall not be deemed a member of the Company unless and until such party shall have agreed in writing, with a duplicate original delivered to the Sole Member, to assume and be bound by all the obligations of the Sole Member with respect to the limited liability company interest of the Sole Member transferred to such Person, and to be subject to all the restrictions to which the Sole Member is subject under the terms of this Agreement. Unless and until such condition is satisfied, such Person shall, to the extent of the interest acquired, be entitled only to the transferor Sole Member's rights, if any, in the profits, losses, Available Cash and other distributions to the Sole Member pursuant to this Agreement, subject to the liabilities and obligations of the transferor Sole Member hereunder; but such Person shall have no right to participate in the management of the business and affairs of the Company and shall be disregarded in determining whether the approval, consent or any other action has been given or taken by Sole Member.

ARTICLE XI BOOKS AND RECORDS; REPORTS; TAXATION

SECTION 11.1. Maintenance of Books and Records. At all times during the continuance of the Company, the Sole Member shall keep or cause to be kept, at the principal office referred to in Article III or such other location in the United States as is determined by the Sole Member, full and complete books of account. The books of account shall be maintained, and the financial statements shall be prepared, in accordance with an accrual basis of accounting used for U.S. federal income tax purposes, unless otherwise determined by the Sole Member.

SECTION 11.2. Access to Books of Account. The Sole Member shall have the right at all reasonable times during usual business hours to audit, examine and make copies or extracts of or from the books of account of the Company. Such rights may be exercised through any agent or employee of the Sole Member designated by it or by independent certified public accountants designated by the Sole Member.

SECTION 11.3. Reports. The Sole Member shall prepare such documents, instruments, reports, budgets and other information as are determined by the Sole Member to be necessary for the operation of the Company (collectively, the "Reports"). All of the Reports shall be prepared with the coordination and approval of internal tax and accounting representatives of the Sole Member, the cost of which shall be a Company expense pursuant to Section 6.1(a).

SECTION 11.4. Taxation.

(a) The Sole Member acknowledges and agrees that it is intended that the Company be treated as a disregarded entity for U.S. federal income tax purposes and, to the extent allowed, for state and local income tax purposes, and all of the Assets of the Company shall be treated as held directly by the Sole Member.

(b) The taxable year of the Company shall be the same as the Sole Member's taxable year, unless the Sole Member shall determine otherwise in compliance with applicable laws.

(c) All elections by the Company for U.S. federal, state and local income and franchise tax purposes shall be determined by the Sole Member on a basis consistent with the terms of this Agreement. The Company shall have the Accountants provide assistance in the preparation of any U.S. federal, state and local tax returns that are required of the Company and shall file the same, or cause the same to be filed, on a timely basis (including extensions) after they have been approved by the Sole Member.

**ARTICLE XII
MISCELLANEOUS**

SECTION 12.1. Other Agreements Superseded. This Agreement supersedes in its entirety all prior agreements between the Sole Member, and its Affiliates, pertaining to the subject matter of this Agreement.

SECTION 12.2. Execution by Facsimile Transmission/.PDF Format; Effectiveness. This Agreement may be executed by facsimile transmission or by email via .pdf format, in each case, with the same force and effect as originals. This Agreement shall become effective on the Effective Date.

SECTION 12.3. Integration, Modification and Waiver. This Agreement constitutes the entire agreement with respect to the subject matter hereof. This Agreement may not be waived, changed, modified or discharged orally, but only by an agreement in writing signed by the Sole Member.

SECTION 12.4. Headings. The captions or titles and the table of contents contained in or appended to this Agreement are for convenience of reference only and shall not be deemed a part of the context of this Agreement.

SECTION 12.5. Severability. If any term or provision of this Agreement or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any payments required to be made under this Agreement shall be in excess of the amounts allowed by law, the amounts of such payments shall be reduced to the maximum amounts allowable by law.

SECTION 12.6. Meaning of “hereof”, etc. The terms “hereof”, “herein”, “hereunder” and “hereinafter” and words of similar import, shall be construed to refer to this Agreement as a whole, and not to any particular paragraph or provision, unless expressly so stated.

SECTION 12.7. Number and Gender. All words or terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

SECTION 12.8. Agreement Not Assignable. Except to the extent permitted by Article X, this Agreement, the rights hereunder shall not be assignable or transferable by operation of law or otherwise by any party.

SECTION 12.9. No Third Party Beneficiaries. Except as provided for herein, this Agreement is for the sole benefit of the Sole Member and the Company, and nothing herein, express or implied, shall give or be construed to give to any Person, other than the Sole Member and the Company, any legal or equitable rights hereunder.

SECTION 12.10. Successors and Assigns. This Agreement shall be binding upon and, subject to the restrictions on transfer set forth in Article X, shall inure to the benefit of the successors and assigns of the parties hereto.

SECTION 12.11. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware (without regard for conflict of laws principles).

SECTION 12.12. No Right to Partition. The Sole Member, on behalf of itself and its successors and assigns, if any, hereby specifically renounces, waives and forfeits all rights, whether arising under contract or statute or by operation of law to seek, bring or maintain any action in any court of law or equity for partition of the Company or any Asset of the Company, or any interest which is considered to be Company property, regardless of the manner in which title to such property may be held.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first above written.

SOLE MEMBER:

28-90 REVIEW AVE MEZZ MEMBER LLC,
a Delaware limited liability company

By: Ryan M. Bathie
Name: Ryan Bathie
Title: Authorized Signatory

Attachment D

28-90 REVIEW AVENUE OWNER, LLC
c/o Innovo Property Group
1370 Avenue of the Americas, 19th Floor
New York, NY 10019

December 3, 2021

Ms. Kelly A. Lewandowski
Chief, Site Control Section
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7020

Re: 29-80 Review Avenue, DEC Site No. C2241236 (the "Site")

Dear Ms. Lewandowski:

We are writing to confirm that 28-90 Review Avenue Owner, LLC, the current owner of the Site, will provide full access to the Site to 28-90 Review Ave Property Owner LLC, its new co-Requestor for the Site's admission to the New York State Brownfield Cleanup Program (BCP), to enable it to fulfill all of the requirements of the BCP, including but not limited to access to and the ability to place an easement on the Site.

Very truly yours,

28-90 Review Avenue Owner, LLC

By: Ryan M. Bathie
Ryan Bathie
Authorized Signatory