

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

NY VETERINARY OPERATING P.C.,

Plaintiff,

-against-

BRICKS & NAILS, LLC,

Defendant.

Date Filed: \_\_\_\_\_

Index No. \_\_\_\_\_  
(NYSCEF Case)

**SUMMONS**

**Plaintiff designates Queens  
County as the place for trial: the  
basis of venue is the location of  
the subject property**

TO THE ABOVE NAMED DEFENDANT(S):

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer or, if the complaint is not served with this summons, to serve a notice of appearance on Plaintiff's attorneys within twenty (20) days after service of this summons, exclusive of the day of service (or, within thirty (30) days after completion of service when the service is made in any other matter than by personal delivery within the State of New York); and, in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
January 19, 2021

Yours, etc.,

NEWMAN FERRARA LLP  
*Attorneys for Plaintiff*

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

Jarred I. Kassenoff  
1250 Broadway, 27<sup>th</sup> Floor  
New York, New York 10001  
(212) 619-5400

**Defendant(s) Address(es):**

Bricks & Nails, LLC  
42-02 215<sup>th</sup> Street  
Bayside, New York 11361

SUPREME COURT OF THE STATE OF NEW YORK  
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Plaintiff,

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**VERIFIED COMPLAINT**

Plaintiff NY VETERINARY OPERATING P.C. (“Plaintiff” or “Tenant”), by its undersigned attorneys, NEWMAN FERRARA LLP, as and for its complaint against Defendant BRICKS & NAILS, LLC (“Defendant” or “Landlord”), respectfully alleges as follows:

**NATURE OF THE CASE<sup>1</sup>**

1. Tenant, which operates the North Shore Animal Hospital (“North Shore”), a veterinary hospital, brings this action for, *inter alia*, declaratory, injunctive and monetary relief against Defendant-Landlord, who, in the midst of an unprecedented public health crisis, is seeking to rely on a purported technical defect to deny Tenant its right to renew its lease.

2. As noted below, as a result of the ongoing COVID-19 pandemic, Tenant’s managing entity Destination Pet, LLC’s (“DP”) operations were impacted by, *inter alia*, the sudden need to shift operations to a virtual status.

3. Landlord claims that formal notice of Tenant’s election to exercise the Renewal Option was not received by Landlord at least 180 days prior to expiration of the Lease’s initial term.

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<sup>1</sup> Definitions for the capitalized terms used but not defined in this section can be found in subsequent sections or in the Lease.

4. However, as noted below, Tenant's time to exercise such Renewal Option was tolled and stayed by, *inter alia*, the toll on all notice periods imposed by New York State Governor Andrew M. Cuomo and the Lease's "force majeure" provision.

5. Further, even if Tenant's time to exercise such option had not been tolled and stayed, a tardy exercise is still valid pursuant to controlling law, as, *inter alia*, Tenant would suffer a forfeiture absent such renewal and Landlord would not be prejudiced by such renewal.

6. Specifically, as more particularly described below, North Shore has been operating in the neighborhood for nearly a century and has amassed significant goodwill therein by, *inter alia*, caring for many of its clients' pets since childhood.

7. By contrast, Landlord would not be prejudiced by such renewal.

8. Indeed, Landlord has not been prejudiced in the least, as Tenant has continued to timely pay all rent without prejudice to Landlord's position.

9. Upon information and belief, Landlord is seeking to deny Tenant such Renewal Option because Landlord seeks to enter into a new, more favorable lease and/or extract concessions from Tenant.

10. Landlord should not be permitted to use a purported technical *de minimis* breach during a global pandemic to deny Tenant the right to renew the Lease and potentially disrupt Tenant's operation at the risk of its patients.

11. Tenant requests this Court's intervention to, *inter alia*, prevent Landlord from commencing an action to remove Tenant from the Premises.

### **THE PARTIES**

12. Plaintiff NY Veterinary Operating P.C. is a domestic professional corporation with a business address at 42-02 215<sup>th</sup> Street, Bayside, New York 11361 and finance and legal address

c/o Destination Pet, LLC, 8822 South Ridgeline Blvd., Suite 260, Highlands Ranch, Colorado, 80129.

13. Upon information and belief, Defendant Bricks & Nails, LLC is a domestic limited liability company with an address at 42-02 215<sup>th</sup> Street, Bayside, New York 11361.

### **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

#### **Lease**

14. By certain Agreement of Lease, dated as of May 27, 2010 (the “Original Lease”), between Landlord and Tenant’s predecessor-in-interest North Shore Animal Hospital, Inc. (“Initial Tenant”), Tenant leased the ground floor (the “Initial Premises”) of the Building, for a term of ten (10) years (the “Term”) to operate North Shore.<sup>2</sup>

15. Pursuant to a certain Assignment and Assumption of Lease, dated October 11, 2016, between Initial Tenant and Plaintiff (“Assignment”), the Lease was assigned to Plaintiff.

16. Pursuant to a certain Agreement, dated April \_\_, 2017 (together with the Original Lease and Assignment, the “Lease”), between Landlord and Plaintiff, Landlord consented to the assignment of the Original Lease, and the parties agreed to expand the leased Initial Premises (as expanded, the “Premises”).

17. The Lease’s initial term was set to expire on or about October 31, 2020.

#### **Bankruptcy Proceeding and Sale**

18. Prior to March 27, 2020, Plaintiff was managed by TVET Management LLC, which, with Veterinary Care, Inc., was collectively and commonly known as “VitalPet”. Effective November 8, 2019, the United States Bankruptcy Court for the Southern District of Texas, Houston

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<sup>2</sup> While North Shore has been operating at the current Premises since commencement of the Lease, it should be noted that North Shore has operated in the neighborhood since 1939 and has amassed significant goodwill therein.

Division, Case No. 19-35736, entered an order for relief commencing a bankruptcy proceeding against VitalPet (“VitalPet Bankruptcy Proceeding”).

19. As part of the VitalPet Bankruptcy Proceeding, the assets of VitalPet were auctioned pursuant to Bankruptcy Code Section 363. The assets included the management of Plaintiff and other entities, and the assets of 24 veterinary hospitals, of which one was North Shore located at 42-02 215th Street, Bayside, New York 11361.

20. Prior to the closing of the auction, on March 16, 2020, DP through its counsel, mailed an estoppel certificate to the Landlord that asked the Landlord to confirm key terms of the Lease, including the rent and term. The Landlord, through Anthony Chiodi, responded on or about March 24, 2020 that the Landlord was not willing to sign the estoppel certificate, asserting (a) the Landlord’s contractual right to approve an assignment by the Tenant and (b) VitalPet’s alleged failure to pay \$2,420 in rent (related to 3% increases on expansion space) and \$1,533 in taxes (related to year over year increases on the expansion space). Landlord’s demands for additional rent and taxes are for amounts that predate the VitalPet Bankruptcy Proceeding

21. DP prevailed in the Section 363 auction. On March 27, 2020, DP, through its wholly owned subsidiary VP Integration, LLC, closed the purchase of the assets of VitalPet, for the price of \$44,250,000.00 plus other consideration.

22. As part of this acquisition DP assumed the management contract between VitalPet and Plaintiff.

### **Renewal Option**

23. The Lease provided Tenant with an option to renew its term for an additional ten (10) year period, as follows:

Tenant shall have the option of extending this Lease (the “Renewal Option”) for two (2) additional five (5)-year periods (each a “Renewal Term”) provided that:

- (i) there has been no Event of Default;
- (ii) Tenant exercises such Renewal Option by written notification to Landlord no sooner than two hundred seventy (270) days prior to expiration of the Term, as it may have been extended, and no later than one hundred eighty (180) days prior to expiration of the Term, as it may have been extended. Time shall be of the essence as to this provision.

24. On or about September 1, 2020, Plaintiff orally advised Anthony Chiodi who is, upon information and belief, Defendant’s principal, that Plaintiff wished to, *inter alia*, exercise its Renewal Option. Subsequently, Michael Williams, Vice President of Growth for DP, attempted to contact Mr. Chiodi.

25. On or about September 15, 2020, in a telephone discussion between Mr. Chiodi and Mr. Williams, Mr. Chiodi orally advised Mr. Williams that Landlord had taken the position that the Renewal Notice was untimely and invalid.

26. By correspondence, dated September 20, 2020 (the “Renewal Notice”), Plaintiff formally advised Landlord that it had elected to exercise its Renewal Option.

27. By letter, dated November 13, 2020 (the “11/13/20 Letter”), Tenant formally disputed Landlord’s position.

28. In such correspondence, Tenant advised Landlord that DP’s operations were adversely impacted by the COVID-19 pandemic.

29. Among other things, DP, like many other tenants, was forced to abruptly shift to remote operations.

30. Further, DP's priority during the tumultuous early days of the pandemic was establishing and enacting protocols to ensure that the many animal hospitals it manages could continue to operate safely and that the animals in its hospitals' custody would receive appropriate care.

31. As noted in Tenant's 11/13/20 Letter, as a result of the public health crisis and its disruptions, Governor Andrew M. Cuomo issued an Executive Order ("EO") which, *inter alia*, tolled and stayed all notice periods.<sup>3</sup>

32. Accordingly, Tenant's time to exercise the Renewal Option was expressly tolled and stayed, by operation of law.

33. Further, even if the time to exercise the Renewal Option had not been tolled and stayed by the Executive Order (which Tenant disputes), Tenant's exercise was still timely.

34. In that regard, Section 16 of the Lease provides, in pertinent part:

Either party shall be excused for the period or periods of delay in the performance of any obligations hereunder when delayed, hindered or prevented from so doing by any cause or causes beyond its control, which shall include, without limitation, ... governmental restrictions, regulations or controls.... **If as a result of any of such events either party shall be unable to exercise any right or option within any time limit provided therefore in this Lease, such time limit shall be deemed extended for a period equal to the duration of such event.** (Emphasis added)

35. Accordingly, as the COVID-19 pandemic, and its associated governmental restrictions on the Tenant's operations, were out of Tenant's control, Tenant's time to exercise the Renewal Option was automatically extended pursuant to the terms of the Lease, and governing law.

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<sup>3</sup> See EO 202.8, which tolled all notice periods through April 19, 2020. That deadline was extended from time to time, until it was terminated, effective November 4, 2020. See EO 202.72.



36. Finally, even if Tenant's time to exercise its Renewal Option had not been tolled and/or extended by the EO or Lease Section 16 (which, again, Tenant disputes), its exercise was still valid.

37. In that regard, pursuant to controlling law, any purported failure to timely exercise a lease renewal option may be excused when the impacted party would suffer a forfeiture in the event the lease was not renewed; particularly when the landlord suffers no prejudice.

38. As noted above, North Shore has been operating in the neighborhood continuously since 1939, and has amassed significant goodwill and has become a mainstay of the community.

39. In fact, many of North Shore's clients have been going to North Shore for their pets' medical needs since childhood.

40. Further, when acquiring Tenant's management interest, the price paid by DP was based, partly, on the understanding that the Lease would be extended through 2030.

41. Put simply, DP would not have expended the sums it did to acquire a lease that would expire a mere seven (7) months after acquisition.

42. Notwithstanding the foregoing, by correspondence from its counsel, dated November 19, 2020 (the "11/19/20 Letter"), Landlord advised that Tenant was not entitled to exercise its Renewal Option.

43. In the 11/19/20 Letter, Landlord advised that VitalPet's bankruptcy constituted an "Event of Default" that "rendered the tenant in default and the lease null and void."

44. Landlord further alleged that Tenant's exercise of the Renewal Option was untimely.

45. With regard to Landlord's allegation that VitalPet's bankruptcy filing constituted an "Event of Default" that would render exercise of the Renewal Option invalid, Section 365(b)(2)

of the United States Bankruptcy Code (11 USCA 365(b)(2)) expressly excludes purported defaults arising out of a tenant's insolvency or the commencement of a bankruptcy proceeding from precluding a bankruptcy trustee's right to assign such lease.

46. Accordingly, DP validly acquired Tenant's management interest and the Lease was validly assigned pursuant to the VitalPet Bankruptcy Proceeding.

47. For the reasons set forth above, Tenant validly exercised the Renewal Option.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(Declaratory Relief)**

48. Plaintiff respectfully repeats and re-alleges each and every allegation contained in paragraphs "1" through and including "47" above, with the same force and effect as if fully set forth herein.

49. As set forth above, Tenant's time to exercise its Renewal Option was extended by, *inter alia*, the toll on notice periods imposed by EO 202.8 (as extended) and/or the Lease's "force majeure" provision.

50. Accordingly, Tenant's Renewal Notice was timely and Tenant's exercise of the Renewal Option was valid.

51. As set forth in, *inter alia*, Landlord's 11/19/20 Letter, Landlord has taken the position that Tenant's exercise was untimely and invalid.

52. Accordingly, a justiciable controversy exists.

53. Tenant lacks an adequate remedy at law.

54. By reason of the foregoing, *inter alia*, Tenant is entitled to an order and judgment declaring that Tenant's exercise of its Renewal Option was timely and the Term of the Lease has been extended through and including October 31, 2025.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**(Declaratory Relief)**

55. Plaintiff respectfully repeats and re-alleges each and every allegation contained in paragraphs “1” through and including “54” above, with the same force and effect as if fully set forth herein.

56. As noted above, Tenant’s time period to exercise the Renewal Option was tolled by reason of the tolling on all notice periods established by Governor Cuomo.

57. As further noted above, Tenant’s time period to exercise the Renewal Option was further tolled by Section 16 of the Lease.

58. However, in the event the Court were to find that Tenant’s time to exercise the Renewal Option was not tolled, such exercise would still have been valid, pursuant to controlling law.

59. As noted above, North Shore has been operating in the neighborhood since 1939 and is a pillar of the community.

60. Further, DP expended over \$40 million in the VitalPet Bankruptcy Proceeding to purchase, *inter alia*, the right to manage Tenant.

61. DP’s valuation of the right to manage Tenant was based on the right to renew the Lease for an additional ten (10) years.

62. DP would not have paid nearly as much for such rights if the Lease were set to expire seven (7) months after DP’s acquisition of same.

63. Accordingly, Tenant’s failure to provide notice of its exercise pursuant to the original deadline set forth in the Lease was inadvertent and a result of, *inter alia*, the disruption to DP’s operations during the tumultuous early days of the ongoing pandemic.

64. In the event Tenant is unable to exercise the Renewal Option, DP will suffer a substantial forfeiture.

65. Plaintiff has paid, and continues to timely tender, rent for the entire period, including the period covered by the Renewal Option.

66. Landlord would not be prejudiced by a purportedly untimely notice.

67. Accordingly, even if Tenant's exercise of the Renewal Option was untimely, such late notice would be excused, pursuant to controlling law.

68. As evidenced by, *inter alia*, Landlord's 11/19/20 Letter, Landlord has taken the position that Tenant's exercise of the Renewal Option was untimely and invalid.

69. Accordingly, a justiciable controversy exists.

70. Plaintiff lacks an adequate remedy at law.

71. By reason of the foregoing, in the event the Court finds that Tenant's exercise of the Renewal Option was not timely, Tenant is entitled to an order and judgment declaring that:

- (a) such untimeliness is excused as a matter of law;
- (b) Tenant's exercise of the Renewal Option was valid; and
- (c) the Lease's Term has been extended through and including October 31, 2025.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**(Declaratory Relief)**

72. Plaintiff respectfully repeats and re-alleges each and every allegation contained in paragraphs "1" through and including "71" above, with the same force and effect as if fully set forth herein.

73. As noted above, the bankruptcy trustee administrating the VitalPet Bankruptcy Proceeding was authorized, pursuant to the United States Bankruptcy Code, to transfer Tenant's

management interest to DP, notwithstanding any purported default arising by reason of such bankruptcy filing.

74. Further, pursuant to the Bankruptcy Code, Landlord's consent for such assignment was not required, notwithstanding anything in the Lease to the contrary.

75. As evidenced by, *inter alia*, Landlord's 11/19/20 Letter, Landlord has taken the position that VitalPet's bankruptcy filing constituted an "Event of Default" which precluded exercise of the Renewal Option.

76. Further, upon information and belief, Landlord has taken the position that the transfer of Tenant's management interest to DP was invalid because of a lack of Landlord's consent.

77. Accordingly, a justiciable controversy exists.

78. Plaintiff lacks an adequate remedy at law.

79. By reason of the foregoing, *inter alia*, Plaintiff is entitled to an order and judgment declaring that:

- (a) DP validly acquired Tenant's management interest pursuant to the VitalPet Bankruptcy Proceeding; and
- (b) Tenant's exercise of the Renewal Option was valid, notwithstanding any "Event of Default" (as that term is defined in the Original Lease) triggered by the VitalPet Bankruptcy Proceeding.

**AS AND FOR A FOURTH CAUSE OF ACTION**  
**(Injunctive Relief)**

80. Plaintiff respectfully repeats and re-alleges each and every allegation contained in paragraphs "1" through and including "79" above, with the same force and effect as if fully set forth herein.

81. As noted above, Landlord has taken the position that the Lease's Term expired on October 31, 2020.

82. Further, in its 11/19/20 Letter, Landlord threatened to "immediately commence our own action for ejectment."

83. If Landlord removes Tenant from the Premises, Tenant would be irreparably harmed as it would lose the goodwill it has amassed in the neighborhood since 1939, and its medical operations could be disrupted.

84. Plaintiff lacks an adequate remedy at law.

85. By reason of the foregoing, Tenant is entitled to an order and judgment temporarily, preliminarily and permanently enjoining Landlord from taking any action (including, without limitation, the commencement of summary dispossess proceedings and/or plenary actions) in connection with the purported expiration of the Lease's Term.

**AS AND FOR A FIFTH CAUSE OF ACTION**  
**(Breach of Contract of Implied Covenant of Good Faith and Fair Dealing)**

86. Plaintiff respectfully repeats and re-alleges each and every allegation contained in paragraphs "1" through and including "85" above, with the same force and effect as if fully set forth herein.

87. Implied in the Lease is a duty that Landlord act in good faith and deal fairly with Tenant.

88. Landlord breached that implied covenant of good faith and fair dealing by, among other things, seeking to deny Tenant its right to exercise the Renewal Option over a purported technical defect and during a global pandemic.

89. Upon information and belief, Landlord's actions were merely a pretext to rewrite the terms of the Lease, in order to impermissibly and wrongfully extract concessions.

90. As a direct and proximate result of Defendant's breach, Tenant has suffered damages.

91. By reason of the foregoing, *inter alia*, Tenant is entitled to a money judgment as against Landlord in an amount to be determined by the Court, together with an award of punitive, exemplary damages and statutory interest thereupon.

**AS AND FOR A SIXTH CAUSE OF ACTION**  
**(Breach of § 22-902 of the New York City Administrative Code)**

92. Plaintiff respectfully repeats and re-alleges each and every allegation contained in paragraphs "1" through and including "91" above, with the same force and effect as if fully set forth herein.

93. Landlord's foregoing conduct, and other such conduct aimed at Tenant whether or not specifically alleged, constitutes commercial tenant harassment of Tenant within the meaning and in violation of Section 22-902 of the New York City Administrative Code (the "Code").

94. Pursuant to Section 22-903(a) of the Code, Landlord is liable to Tenant for a civil penalty in an amount not less than One Thousand Dollars (\$1,000.00) and not more than Ten Thousand Dollars (\$10,000.00).

95. By reason of the foregoing, Tenant demands judgment against Landlord restraining it from engaging in commercial tenant harassment and directing Landlord to ensure that no further violation occurs, and awarding Tenant such other relief as the Court deems appropriate, including, but not limited to, civil penalties, punitive damages and reasonable attorneys' fees and Court costs.

**AS AND FOR A SEVENTH CAUSE OF ACTION**  
**(Attorneys' Fees)**

96. Plaintiff respectfully repeats and re-alleges each and every allegation contained in paragraphs "1" through and including "95" above, with the same force and effect as if fully set forth herein.

97. Section 29(a)(ix) of the Original Lease provides, in pertinent part:

[S]hould Tenant bring any suit for any relief against Landlord, declaratory or otherwise arising out of this Lease, the prevailing party in any such suit agrees to pay the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred in connection therewith, which shall be deemed to have accrued on the commencement of such suit and shall be enforceable whether or not such suit is prosecuted to judgment.

98. The total amount of Tenant's fees cannot at this time be fully determined, but it is reasonably expected that such will exceed the sum of \$250,000.00.

99. By reason of the foregoing, Tenant respectfully demands judgment against Landlord the exact amount of which cannot be ascertained at present, but which is believed to be in excess of \$250,000.00.



**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully demands the following relief:

- I. on the First Cause of Action, an order and judgment declaring that Tenant's exercise of its Renewal Option was timely and the Term of the Lease has been extended through and including October 31, 2025; or, in the alternative
- II. on the Second Cause of Action, in the event the Court finds that Tenant's exercise of the Renewal Option was not timely, an order and judgment declaring that:
  - (a) such untimeliness is excused as a matter of law;
  - (b) Tenant's exercise of the Renewal Option was valid; and
  - (c) the Lease's Term has been extended through and including October 31, 2025; and
- III. on the Third Cause of Action, an order and judgment declaring that:
  - (a) DP validly acquired Tenant's management interest pursuant to the VitalPet Bankruptcy Proceeding; and
  - (b) Tenant's exercise of the Renewal Option was valid, notwithstanding any "Event of Default" (as that term is defined in the Original Lease) triggered by the VitalPet Bankruptcy Proceeding; and
- IV. on the Fourth Cause of Action, an order and judgment temporarily, preliminarily and permanently enjoining Landlord from taking any action (including, without limitation, the commencement of summary dispossess proceedings and/or plenary actions) in connection with the purported expiration of the Lease's Term; and
- V. on the Fifth Cause of Action, a money judgment as against Landlord in an amount to be determined by the Court, together with an award of punitive, exemplary damages and statutory interest thereupon; and
- VI. on the Sixth Cause of Action, judgment against Landlord restraining it from engaging in commercial tenant harassment and directing Landlord to ensure that no further violation occurs, and awarding Tenant such other relief as the Court deems appropriate, including, but not limited to, civil penalties, punitive damages and reasonable attorneys' fees and Court costs; and

VII. on the Seventh Cause of Action, judgment against Landlord the exact amount of which cannot be ascertained at present, but which is believed to be in excess of \$250,000.00; and

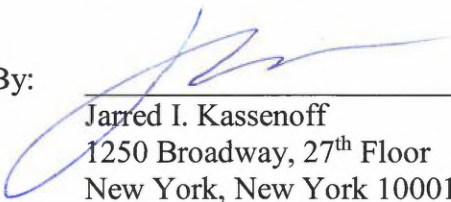
VIII. such other and further relief this Court deems just and proper under the circumstances.

Dated: New York, New York  
January 19, 2021

Yours, etc.,

NEWMAN FERRARA LLP  
*Attorneys for Plaintiff*

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

  
Jarred I. Kassenoff  
1250 Broadway, 27<sup>th</sup> Floor  
New York, New York 10001  
(212) 619-5400

VERIFICATION

STATE OF Colorado )  
 ) ss.:  
COUNTY OF Denver )

MICHAEL WILLIAMS, being duly sworn, deposes and says:

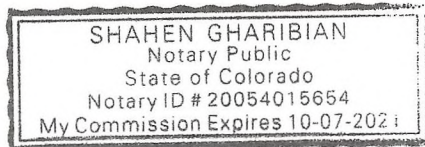
I serve as Chief Growth Officer of Destination Pet, LLC, the manager of plaintiff NY VETERINARY OPERATING P.C. in this action. I have read the foregoing complaint and know the contents thereof; that the same is true to my own knowledge except as to matters stated to be upon information and belief; and as to those matters I believe them to be true. The grounds of my belief as to all matters not stated upon my knowledge are the documents and records maintained in the plaintiff's files, and my personal involvement in the dispute giving rise to this action.

NY VETERINARY OPERATING P.C.  
By its manager Destination Pet, LLC



Name: Michael Williams  
Title: Chief Growth Officer

Sworn to and subscribed before me  
this 19 day of January, 2021

  
NOTARY PUBLIC

**CERTIFICATE OF CONFORMITY**

STATE OF Colorado )  
 ) ss.:  
COUNTY OF Denver )

The undersigned does hereby certify that he/she is a notary public empowered to, among other things, administer oaths and affirmations in the State of Colorado and is a resident of the State of Colorado; that he/she hereby certifies that, the acknowledgment or proof upon foregoing Verification of Michael Williams, to be filed in the Supreme Court of the State of New York, Queens County, notarized in the State of Colorado, was taken in the manner prescribed by the laws of the State of Colorado and duly conforms to the laws thereof for taking of oaths and acknowledgements.

Subscribed and sworn to (or affirmed)  
before me on this 19 day of January, 2021  
Michael Williams proved to me on  
the basis of satisfactory evidence to be  
the person who appeared before me.



Notary Public

