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March 28, 2019

Town of Hempstead Industrial Development Agency
350 Front Street
Room 234-A
Hempstead, New York

Re: AVB Harbor Isle, LLC 2019 Facility

Ladies and Gentlemen:

We have acted as counsel to AVB Harbor Isle, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York (the "**Company**"), in connection with the preparation of:

(i) a certain Company Lease Agreement, dated as of March 1, 2019 (the "**Company Lease**"), between the Company and the Town of Hempstead Industrial Development Agency, a public benefit corporation organized and existing under the laws of the State of New York (the "**Agency**");

(ii) a certain Lease and Project Agreement, dated as of March 1, 2019 (the "**Lease Agreement**"), by and between the Agency, as lessor, and the Company, as lessee; and

(iii) and a certain Bill of Sale, dated of even date herewith (the "**Bill of Sale**"), from the Company to the Agency;

all with respect to the Agency's AVB Harbor Isle, LLC 2019 Facility.

We have examined originals or certified copies of proceedings of the Company, the Consent of Manager of the Company and executed counterparts of the Company Lease, the Bill of Sale and the Lease Agreement (collectively, the "**Company Documents**").

We have also examined copies, certified or otherwise identified to our satisfaction, of such documents and records of the Company and of such other documents and matters as we have considered necessary or appropriate under the circumstances to render the following opinions and have relied on certifications provided by our client as to factual matters.

Based on the foregoing, it is our opinion that:

1. The Company is a limited liability company validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, and is in good standing in the State of Delaware, the State of New York and in every jurisdiction where such authorization is required by the nature of its business and property, and has full power and authority to own its property and assets and to conduct its business. The officers of the Company are not foreign nationals and there is no restriction under federal or state law which would prohibit the Company from owning, operating or leasing the Company Facility (as such term is defined in the Lease Agreement).

2. The Company has the power and authority to execute and deliver the Company Documents and the Company Documents have each been duly authorized, executed and delivered by the Company and are each valid and enforceable obligations of the Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally, and subject to general principles of equity.

3. Neither the execution or the delivery of any of the Company Documents nor the consummation of the transactions on the part of the Company therein contemplated nor compliance with the terms, conditions or provisions thereof contravenes the Company's Articles of Organization or Operating Agreement, nor, to our knowledge contravenes any provision of applicable law or regulations or, to our knowledge, any order, decree, writ or injunction, or, to our knowledge requires consent under, or will result in a material breach of or constitute (with due notice and/or lapse of time) a material default under, any credit agreement, indenture, purchase agreement, guaranty or other instrument to which the Company is a party or by which the Company is bound or affected and to which we have actual knowledge.

4. To our knowledge, there is no litigation pending or threatened in any court, either state or federal, which calls into question the creation, organization or existence of the Company, the validity of any of the Company Documents or the authority of the Company to make or perform any of the Company Documents, nor is the Company in default with respect to any order of any court, governmental authority, arbitration board or tribunal.

For the purpose of this opinion we have assumed the accuracy of all information furnished to us, the genuineness of all documents submitted to us, whether as an original document or certified or other copy of a document, and the genuineness of all signatures on all documents.

We express no opinion as to (a) the state of title to personal property and fixtures described in any financing statement, or (b) the accuracy or legal sufficiency of the description of such personal property and fixtures contained in the financing statements, or (c) zoning or land use matters. We understand that with respect to title matters, you will be relying on the title policies report issued Mac Abstract as Agent for First American Title Insurance Company. We have not made any investigation of, and do not express any opinion as to, any matter of title.

Any opinion concerning the validity, binding effect or enforceability of any document (A) means that (1) such document constitutes an effective contract under applicable law, (2) such document is not invalid in its entirety under applicable law because of a statutory prohibition or public policy, and is not subject in its entirety to a contractual defense under applicable law and (3) subject to the following sentence, an effective remedy is available under applicable law if the person concerning whom such opinion is given is in material default under such document, but (B) does not mean that (1) any particular remedy is available under applicable law upon such material default or (2) every provision of such document will be upheld or enforced in any or each circumstance by a court applying applicable law. Furthermore, the validity, binding effect or enforceability of any document may be limited to or otherwise affected by (a) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar statute, rule, regulation or other law affecting the enforcement of creditor's rights and remedies generally or (b) the unavailability of, or any limitation on the availability of, any particular right or remedy (whether in a proceeding in equity or law) because of the discretion of a court or because of any equitable principle or requirement as to commercial reasonableness, conscionability or good faith.

The foregoing opinions (this "Opinion") are subject to the qualifications that:

(a) we undertake no obligation to advise you of facts or changes in law occurring after the date of this Opinion which might affect the opinions expressed herein;

(b) this Opinion is limited to the matters expressly set forth herein, and no opinion is to be implied or may be inferred beyond the matters expressly so stated herein;

(c) except as set forth below, this Opinion is furnished to you and your counsel and is solely for your benefit as herein expressly provided, and may not be relied upon by, nor copies delivered to, any other person without our prior written consent;

(d) we express no opinion herein as to the applicability or effect of the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, any state securities laws, the Internal Revenue Code of 1986, the Employee Retirement Income Security Act of 1974 or any amendment to any of them or regulations promulgated pursuant to any of them to the transactions contemplated herein;

(e) this Opinion is limited to laws of the State of New York and to the Federal laws of the United States of America, and we have made no investigation as to, and we express no opinion concerning, the applicability or effect of any law of any other jurisdiction;

(f) notwithstanding anything contained to the contrary, as used herein, the phrase "to our knowledge", with respect to the existence or absence of facts is intended to signify that, while we have made no specific inquiry or other independent examination or investigation to determine the existence or absence of such facts other than as expressly set forth herein, we have obtained no actual knowledge to the contrary in our representation of the Company in connection with the transaction.

The opinions contained herein are being rendered to you in connection with the execution and delivery by the Company of the Company Documents and the transactions contemplated therein and may not be relied upon for any other purpose or by any other party except by Transaction Counsel and Agency Counsel to the Agency in connection with their respective opinions relating to the transactions described herein.

Very truly yours,

Forchelli Deegan Terrana LLP