



KINGS RETAIL MEDICAL & EDUCATIONAL CONDOMINIUM INVESTMENT OPPORTUNITY

FOR SALE: ASKING PRICE Submit all offers!		\$4,199,000
5.07% Cap Rate		Proforma: 6.4%
4% Immediate Proforma Cash on Cash ROI		Proforma: 7%
7% True Initial Cash On Cash ROE Return on Equity Investment Net Income PLUS Principal Reduction		Proforma: 10%
19 = GRM Gross Income Multiplier	Proforma GRM xRR:	13.02
\$497 = Price Per Square Foot		
\$2,099,500 = Price Per Unit		

7% = Long Term Projected Proforma Future Cash On Cash ROI (Bef
 13% = Long Term Projected Proforma Future Cash On Cash ROI (Bef
 17% = Long Term Projected Proforma ROE
 10.8493143 = Long Term Projected Gross Rent Multi

Subject Property Address Being Sold, Location and Description

Property Address:	105 Kings Highway
City, State, Zipcode:	Brooklyn NY 11234
Location:	(Between Stillwell Avenue, Bay Parkway & Avenue P)
Block & Lot #	Block: 6253 Lots: 1120 & 1121

DESCRIPTION: Two Ground Floor Retail Condominium Units consisting of a Medical Radiology Office Tenant and the Gold Material Montessori School/Child Day Care Tenant containing a total of 8,499 Square Feet. Building Constructed in 2003.

Property and Land Lot Size, Square Footage, Zoning, etc.

Zoning District:	2003	From Property Shark	
E-Designation: None Historic District: None Landmark: None	Unit M1	Unit M2	
Building Class:	Office Space (RB)	Office Space (RB)	
Year Built:	2003		
Unit Square Footage:	5,293	3,156	
TOTAL EXISTING USABLE Square Footage NOW:	8,449	5,293	3,156

Real Estate Tax Bill Analysis and Projected Future Real Estate Tax Analysis After 421A Tax Exemption

Usable Square Footage	2015/2016 Tax Billable Transitional Value	Tax Rate 2015/2016	R.E Taxes 2015/2016	NYC Projected R.E. Net Assessed Value	Future Fully Assessed R.E. Tax At End Of Exemption In Year 2024 Assuming Same 2014/2015 Assessed Value & RE Tax Rate as 2014/2015
5,293	Gold Material Montessori School Unit: M1 Block: 6253 Condominium Lot:1121	\$26,990	10.684%	\$2,884	\$256,245
3,156	Ground Level Retail Medical Office Unit: M2 Block: 6253 Condominium Lot:1120	\$16,093	10.684%	\$1,719	\$152,804
8,449	TOTAL USABLE RETAIL SQUARE FOOTAGE			\$4,603	\$43,703

Appraisal Valuation Methodology Used by Financial Institutions Cap Rate Plus NPV Net Present Value of 421A Tax Abatement

4.00%	Reasonable Conservative Capitalization Rate for Comparable Appraisal Basis			
\$173,247	Net Income For Underwriting Purposes of this property			
\$4,331,175	Estimated Appraisal Value at Capitalization Rate Valuation			
\$228,012	Net Present Value of Future Savings from 421 A Tax Abatement			
\$4,559,187	Valuation Estimated Based on Cap Rate of Present Underwritten Net Rental Operating Income Plus Net Present Value of Future Savings From 421A Real Estate Tax Abatement			

Year	Year #1	Real Estate Taxes Now	Savings from actual 421A real estate tax abatement	If fully taxed Real Estate Taxes as of 2014/2015 date of inception of 421A tax abatement
2015	1	\$4,603.00	\$39,100.00	\$43,703.00
2016	2	\$4,603.00	\$39,100.00	\$43,703.00
2017	3	\$4,603.00	\$39,100.00	\$43,703.00
2018	4	\$4,603.00	\$39,100.00	\$43,703.00
2019	5	\$4,603.00	\$39,100.00	\$43,703.00
2020	6	\$4,603.00	\$39,100.00	\$43,703.00
2021	7	\$12,423.00	\$31,280.00	\$43,703.00
2022	8	\$20,243.00	\$23,460.00	\$43,703.00
2023	9	\$28,063.00	\$15,640.00	\$43,703.00
2024	10	\$35,883.00	\$7,820.00	\$43,703.00
2025	11	\$43,703.00	\$0.00	\$43,703.00
2026	12	\$43,703.00	\$0.00	\$43,703.00
2027	13	\$43,703.00	\$0.00	\$43,703.00
2028	14	\$43,703.00	\$0.00	\$43,703.00
2029	15	\$43,703.00	\$0.00	\$43,703.00
		Total Future Savings from actual 421A real estate tax abatement	\$312,800	
		Estimated Rate of Equity:	7%	
Net Present Value of Future Savings from 421 A Tax Abatement			\$228,012.37	

Financial Overview					A	B	
	Income: (as of 12/21/2015)					Projected 12 Year Gross Income Assuming 3% Annual Increases	
# of Apartments	Tenants	# of Units	Occupancy Rate	Square Feet Estimate	CURRENT TOTAL Now	3%	
	RESIDENTIAL INCOME:			Square Feet			
# of Units	COMMERCIAL, RETAIL AND ALL NON-RESIDENTIAL INCOME:						
1	Unit M1		63%	5,293	\$127,788	\$182,195	
1	Unit M2		37%	3,156	\$98,424	\$140,329	
2	TOTAL COMMERCIAL/RETAIL GROSS ANNUAL RENTAL INCOME:			100%	8,449	\$226,212	\$322,524
	Commercial/Retail Rent Per Square Foot Per Year			Square Feet	\$26.77	\$38.17	
	TOTAL GROSS ANNUAL RENTAL INCOME ACTUAL & PROJECTED ALL SOURCES:				\$226,212	\$322,524	
	EXPENSES: (Estimated Ordinary Operating Expenses)			Unit M1	Unit M2		
	NYC R.E. Taxable Assesment Valuation 2015/2016			\$26,990	\$16,093	\$43,083	
	NYC Tax Class 2 Tax Rate: 2015/2016			10.6840%	10.6840%	10.6840%	
	2015/2016 Real Estate Taxes			\$2,884	\$1,719	\$4,603	
	Expenses: Estimated						
	* Real Estate Taxes 2015/2016 (421A Tax Abatement Ending 2020)			\$2,884	\$1,719	\$4,603	
	Insurance			\$2,650	\$2,650	\$5,300	
	Utilities Common Areas: (Electricity, Heat, Maintenance)			\$1,698	\$1,698	\$3,396	
	TOTAL ORDINARY OPERATING EXPENSES: (Estimated)			\$7,232	\$6,067	\$13,299	
	Expenses Per Unit Per Year					\$6,648	
	Expenses Per Square Foot Per Year					(\$1.57)	
	Expenses As Percentage of EGI					6%	
NOI BDS:	NET INCOME Before Debt Service Annually: NOI BDS (Based On The Above Information Before Capital Improvements, and prepayment penalty if applicable etc.)				\$212,913	\$270,125	
A)	PRICING METRICS						
	PRICE Seller will Accept All Cash				\$4,199,000	\$4,199,000	
A)	A) Cap Rate: (All Cash Purchase Cash On Cash Return On Investment): (Projected Estimate Based On Above Information Before Closing Costs, Capital Improvements, and prepayment penalty if applicable etc.)				5.1%	6.4%	
	GRM = Gross Rent Multiplier				18.56	13.02	
	Price Per Unit				\$2,099,500	\$2,099,500	
	Price Per Square Foot				\$497	\$497	
C1)	PROJECTED POSSIBLE POTENTIAL FUTURE RESALE PROFITABILITY:						
C1)	Projected Resale Value of Property:	Projected Resale Cap Rate:	4.00%		\$5,322,825	\$6,753,136	
	Projected Resale Profit: (Projected Estimate Based On Above Information Before Closing Costs, Capital Improvements, Vacancy, Collection Loss, etc.)				\$1,123,825	\$2,554,136	
	Projected Resale Profit Markup: (Projected Estimate Based On Above Information Before Closing Costs, Capital Improvements, Vacancy, Collection Loss, etc.)				27%	61%	
	Projected Cash On Cash Return on Equity Investment: (Projected Resale Profit Divided by Cash Equity Required Over Proposed Financing Based On Above Information Before Closing Costs, Capital Improvements, Vacancy, Collection Loss, etc.)				62%	142%	

D2) PROPOSED NEW FINANCING

Optional Possible PRE-APPROVED FINANCING offered via 1% MORTGAGE BROKER FEE to ANDREW LICHTENSTEIN, INC. at closing.

3 Year US Treasury Swap Index Yield	2.93%	As of Date: 12/23/15 subject to change until rate locked.	
Swap	0.82%		
FIXED INTEREST RATE:	3.75%	FIXED FOR 3 YEARS WITH 25 YEAR AMORTIZATION SCHEDULE, THEREAFTER 7 YEARS AT ANNUAL ADJUSTABLE RATE BASED ON WSJ PRIME + 0.25%	
Amortization Schedule in Years	25	A	B
First Mortgage Offer Proposed by Lender of Mortgage Broker Andrew Lichtenstein, Inc.		\$2,400,000	\$2,400,000
Loan to Purchase Price		57%	57%

NOI BDS:	NET INCOME Before Debt Service Annually: NOI BDS (Based On The Above Information Before Capital Improvements, and prepayment penalty if applicable etc.)	\$212,913	\$270,125
D2) DS:	Debt Service Principal & Interest Payments Annually: (Projected Estimate Subject to Rate Lock, Changing Rates, Terms, Withdrawal & Error)	(\$148,070)	(\$148,070)
	Rate Constant: [Formula: Annual Debt Service P & I Divided By Mortgage Amount Borrowed]	6.17%	6.17%
	DSCR = Debt Service Coverage Ratio [Formula: NABDS/Annual Debt Service]	(1.44)	(1.82)
	Debt Yield: [Formula: NABDS/Lender's Proposed First Mortgage]	8.87%	11.26%
	LTV (Estimated Based on Cap Rate PROJECTED RESALE VALUE, & I&E Above):	45%	36%

NOI ADS:	NET INCOME AFTER DEBT SERVICE From Proposed New Financing: NOI ADS: (Projected Estimate Based On Above Information Before Closing Costs, Capital Improvements, and prepayment penalty if applicable etc. Subject to Rate Lock, Changing Rates, Terms, Withdrawal & Error)	\$64,843	\$122,056
D2) DS:	Cash Equity Required to Buy Over And Above Proposed New Financing Herein: (Projected Estimate Based On Above Information Before Closing Costs, Capital Improvements, and prepayment penalty if applicable, etc. Subject to Change & Error)	\$1,799,000	\$1,799,000
D2) ROI:	ROI: Initial Cash On Cash Return on Investment With Proposed New Financing: (Cash Flow Divided by Equity Investment) (Projected Estimate Based On Above Information Before Closing Costs, Capital Improvements, and Prepayment Penalty If Applicable etc. Subject to Change & Error)	4%	7%
D2)Amort.	Add Back Principal Reduction Amortization Equity Buildup:	\$59,078	\$59,078
D2)	TRUE INITIAL TOTAL RETURN: NOIADS PLUS AMORTIZATION PRINCIPAL REDUCTION From DEBT SERVICE: (Projected Estimate Based On Above Information Before Closing Costs, Capital Improvements, and Prepayment Penalty If Applicable, etc. Subject to Rate Lock, Changing Rates, Terms, Withdrawal & Error) Lender Estimated Due Diligence Fees \$27,195	\$123,922	\$181,134
D2) ROE:	True Initial Cash On Cash Return on Equity Investment Including Net Income PLUS Amortization Principal Reduction: (NOIADS Plus Amortization Principal Reduction) Divided by Investment) (Projected Estimate Based On Above Information Before Closing Costs, Capital Improvements, and Prepayment Penalty, If Applicable, etc. Subject to Change & Error)	7%	10%

Highlights, Notes, Remarks, Comments, Conditions and Some Known Violations:

Property Condition:	
Notes, Remarks, Comments:	•
Highlights:	<ul style="list-style-type: none"> • Two Beautiful Clean Retail Condo Units with 3%/yr Annual Increases. • Net Leased Income property with little or no expenses to Buyer. • 421A Tax Abatement with 5 years remaining.

Seller's Required Terms and Conditions of Sale: All Cash. Unconditional agreement of sale to be signed by buyer upon completion of buyer's due diligence with 10% non-refundable deposit closing in "As Is" condition, subject to any and all violations, without any contingencies except good marketable insured title at closing. Buyer must sign Broker ALI's Buyer Registration NCCFA Non-Circumvention and Conditional Andrew Lichtenstein, Inc. 1% Financing Brokerage Agreement and If Buyer requires property inspection and receipt of confidential seller due diligence this shall be made available to only bona fide buyer who first submits letter of intent offer to buy satisfactory to Seller "subject to satisfactory property inspection and due diligence that includes Buyer's proof of cash funds for the required equity over proposed mortgage financing."

Contact Seller's Exclusive Broker ONLY: Andrew Lichtenstein (800)242-9888 AL@LichtensteinRE.com Do Not circumvent Broker. No site access without Broker appointment. Cooperating Buyer's Broker will be paid 25% of the fee received from Seller by Broker ALI. (Fee Currently Set at 6%)

This opportunity is limited and restricted to a single Institution or Accredited Investor. The statements, figures and information including financial analysis regarding this opportunity, business, affiliates, or affiliated matters or any of the numbers or of any economic value attributable to the subject investment et al etc. herein or provided hereafter at all times are received from sources believed to be reliable and authoritative, but no representation, warranty, or guarantee is made, express or implied or is to be relied upon, as to its accuracy, correctness or completeness and all is subject to errors, inaccuracies, omissions, withdrawal, cancellation, modification, constantly changing conditions, price, terms, rate, availability, prior sale, lease, rental, occupancy, vacancy, collection, arrears, approval, closing, financing, placement or other conditions, etc. all without notice and we hereby disclaim any duty or obligation to update such information. As with any real estate or business transaction, the principle of caveat emptor applies, and anyone considering this opportunity must perform their own independent due diligence investigation and personally vet anything related to herein verify all information and bear all risk for any inaccuracies, error, omission etc. Independent estimates of business, financial, investment or economic attributes should be developed with due diligence of and are advised to be represented by legal counsel and independent professionals before any decision is made regarding this. References to square footage or age are approximate, or estimated. This summary is for information only and does not constitute all or any part of an offer or contract. The materials and information shall not constitute an offer or a solicitation of an offer for the purchase or sale of any securities whatsoever or in any business affiliated herein, nor shall there be any sale of securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such state or jurisdiction. This is not an offering, we are not licensed to solicit or sell securities. An offering may only be made by means of a prospectus supplement and accompanying base prospectus or confidential Private Placement Memorandum. To the extent that any information is deemed to be a 'forward looking statement' as defined in the rules and regulations of the Securities Act of 1933 or of the United States Private Securities Litigation Reform Act of 1995, as amended, such information is intended to fit within the 'safe harbor' provisions for forward looking information and is subject to material risk factors which may or may not be disclosed herein. Actual results may differ from expectations, estimates and projections and, consequently, you should not rely on these forward looking statements as predictions of future events. Words such as "expect," "estimate," "project," "budget," "forecast," "anticipate," "intend," "plan," "may," "will," "could," "should," "believes," "predicts," "potential," "continue," and similar expressions are intended to identify such forward-looking statements. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. We, and any business affiliated with us, do not intend to make any investment representations about opportunities and should not be viewed as such. This message is for the named person's use only. This is the product of confidential proprietary information from Andrew Lichtenstein, Inc. whom you must pay, and protect that same is paid and not circumvented. It may contain sensitive and private proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any erroneous transmission. If you are not the intended recipient, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. 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The One Stop Real Estate Shop

December 2015

105 Kings Highway Brooklyn, NY



- Prepared by:
- Andrew Lichtenstein
- Tatiana Lichtenstein
- On December 17, 2015





Inside this issue:

105 Kings Highway Property
Brooklyn General Overview
Gravesend General Overview and Property Facts
Comparable Sales and Property Appraisal
LichtensteinRE Marketing Strategy
Company Overview
Testimonials
1031 Exchange Options
Success Stories: Sample Sale Transactions



The Property is Located in the Borough of Brooklyn



Brooklyn is the most populous of New York City's five boroughs, with about 2.6 million people, as well as the second-largest in area. It is geographically adjacent to the borough of Queens at the western end of Long Island. Since 1896, Brooklyn has had the same boundaries as Kings County, which is the most populous county in New York and the second-most densely populated county in the United States, after New York County (Manhattan). Today, if it were an independent city, Brooklyn would rank as the fourth most populous city in the U.S., behind only the other boroughs of New York City combined, Los Angeles, and Chicago.

Brooklyn was an independent incorporated city until January 1, 1898, when Brooklyn was consolidated with the other cities, boroughs and counties to form the modern "City of New York" surrounding the Upper New York Bay with five constituent boroughs. "In unity, there is strength." The motto is displayed on the Borough seal and flag, which also feature a young robed woman bearing a bundle of bound rods known as a "fasces", a traditional emblem of Republicanism. Brooklyn's official colors are blue and gold.



Brooklyn Neighborhoods



"Brooklyn neighborhoods map" by Peter Fitzgerald - Own work by uploader, based on content from OpenStreet Map. Licensed under CC BY 3.0 via Wikimedia Commons - http://commons.wikimedia.org/wiki/File:Brooklyn_neighborhoods_map.png#mediaviewer/File:Brooklyn_neighborhoods_map.png





**On the Gravesend
Section of Brooklyn**

Gravesend is a neighborhood in the south-central section of the New York City borough of Brooklyn, in the U.S. state of New York. As of 2010, Gravesend had a population of 29,436.

Gravesend was one of the original towns in the Dutch colony of New Netherland and became one of the six original towns of Kings County in colonial New York. It was the only English chartered town in what became Kings County and was designated the "Shire Town" when the English assumed control, as it was the only one where records could be kept in English. Courts were removed to Flatbush in 1685.

Gravesend is notable for being founded by a woman, Lady Deborah Moody; a land patent was granted to the English settlers by Governor Willem Kieft, December 19, 1645. A prominent early settler was Anthony Janszoon van Salee. Gravesend Town encompassed 7,000 acres (2,800 ha) in southern Kings County, including the entire island of Coney Island, which was originally the town's common lands on the Atlantic Ocean, divided up, as was the town itself, into 41 parcels for the original patentees. When the town was first laid out, almost half were salt marsh wetlands and sandhill dunes along the shore of Gravesend Bay.

Gravesend was annexed by the City of Brooklyn in 1894.

The derivation of the name "Gravesend" is unclear. Some speculate that it was named after the English seaport of Gravesend, Kent. An alternative explanation suggests that it was named by Willem Kieft for the Dutch settlement of "'s-Gravesande", which means "Count's Beach" or "Count's Sand".] There is also a town in the Netherlands called 's-Gravenzande.

Geography

The modern neighborhood of Gravesend lies between Coney Island Avenue to the east, Stillwell Avenue to the west, Kings Highway to the north, and Coney Island Creek and Shore Parkway to the south. To the east of Gravesend is Sheepshead


Bay, to the northeast Midwood, to the northwest Bensonhurst, and to the west Bath Beach. To the south, across Coney Island Creek, lies the neighborhood of Coney Island, and across Shore Parkway lies Brighton Beach. The neighborhood center is still the four blocks bounded by Village Road South, Village Road East, Village Road North, and Van Sicklen Street, where the Moody House and Van Sicklen family cemetery are located. Next to, and parallel with the van Sicklen Family Cemetery is the Old Gravesend Cemetery, where Lady Moody is purported to be interred. Gravesend Cemetery's most exotic occupant is Egyptian émigré Mohammad Ben Misoud, who was part of a Coney Island attraction and was afforded a proper Muslim funeral upon his death in August, 1896.

Transportation

Gravesend is served by three lines of the New York City Subway system. The services and lines, respectively, are the D trains on the BMT West End Line at 25th Avenue and Bay 50th Street; the F trains on the IND Culver Line at Kings Highway, Avenue U, and Avenue X; and the N trains on the BMT Sea Beach Line at Kings Highway, Avenue U, and 86th Street. The Coney Island subway yard is in the neighborhood.[5] Gravesend is patrolled by the NYPD's 60th, 61st, and 62nd Precincts.

Property Overview



A photograph of a city street corner. In the foreground, a green bus stop signpost holds a circular sign with a bus icon and a wheelchair symbol, and a red banner that says "BUS STOP". Below it are blue street signs for "882" and "Coney Island", and a white sign for "Coney Island & W 12 St". A yellow pedestrian crossing sign is also visible. In the background, there are multi-story brick buildings, a "LIQUOR" sign, and a "CITGO" sign. A man in a dark jacket is walking on the sidewalk, and a car is parked on the street. The sky is clear and blue.

The Property is Located Next to Shopping



Next to Public and Private Schools



Around the Corner of the Seth Low Playground



**And Near Public
Transportation**



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The One Stop Real Estate Shop

December 2015

Near the Subway



The property is close the N train

**The Two Commercial Units are Located
on the Ground Floor of a 6 Story
New Condominium Property.**



The First Commercial Unit is a Montessori School





RENTAL UNIT
NO. 101



PROSPECTIVE BUYER REGISTRATION, NON-CIRCUMVENTION, CONFIDENTIALITY, NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by Andrew Lichtenstein, Inc. 5770 Palisade Avenue Riverdale, New York 10471 (800) 242-9888 Fax: (866) 591-1138 www.LichtensteinRE.com ("Broker"), Broker for the Property, known as and limited to:

BROOKLYN CONDOMINIUM RETAIL!!! ASKING \$4,100,000 Submit all Offers!!! Two Ground Floor Retail Condominium Units In the Gravesend area of the Brooklyn 8,499+/- Square Feet Total. 4.8x Cap Rate; 18.56 X GRM; \$497 PSF; \$2,099,500 Price Per Unit

(the "Property") and "Buyer" (see below). The obligations of confidentiality undertaken pursuant to this Agreement shall survive the terms under which the Broker is working with the Owner/Seller. BUYER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of Property. The Owner of the property has authorized Broker to deliver information concerning the Property, much of which is highly confidential, **only to those potential prospective Buyers who sign this form of Agreement.**

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

- 1. Broker shall be paid solely by the Seller at closing;** Seller now has signed a Brokerage Agreement for Seller to pay Broker at closing. Broker represents the Owner.
 - 2. CONFIDENTIALITY & NON-DISCLOSURE:** Buyer will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder ("Information") to any other person or entity.
 3. If Buyer is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information, and who are specifically aware of the Agreement and agree to honor it.
 4. This Agreement applies to all Information received from Broker, which is not readily available to the general public. Buyer understands that all Information shall be deemed confidential, valuable and proprietary and shall be used for the sole purpose of evaluating the potential acquisition of the Property.
 - 5. NON-CIRCUMVENTION:** Without Broker's written permission Buyer shall not contact directly any persons concerning the Property other than Broker. Buyer shall not circumvent Broker and if Buyer Buys and closes, then Buyer shall protect that Broker is paid by Seller according to agreement now signed by Broker and Seller.
 6. Regarding Buyer's prospective purchase of the Property, Buyer represents that it is a direct principal, not an agent, broker or intermediary or acting on behalf of any other party in conjunction with the purchase of the Property, (except Advisors working on behalf of their pension fund clients). Buyer acknowledges that it is not working with any other broker or agent other than the Broker named herein in connection with the Property. Buyer represents that it has the authority to enter into this agreement. Buyer has financial ability, capacity, capability and the required cash equity on hand, to Purchase Property if Buyer concludes it wants to buy the Property.
 7. Buyer acknowledges Broker shall solely use its best efforts regarding this matter; however, neither Broker nor Owner makes any guaranty, warranty, representation or assurance of success, express or implied, as to the accuracy or completeness of any information provided by them is furnished is for information purposes only and Buyer assumes full and complete responsibility for confirmation and verification of any Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same and Buyer shall hold Broker harmless and Broker assumes no liability in any event. Broker advises Buyer to seek the independent council of an attorney, accountant and financial advisor and Buyer acknowledges that Buyer is solely responsible for and shall perform its own independent due diligence. All financial information, sizes, square footage, price, term availability have been gathered from sources deemed reliable subject to error, change, withdrawal all without notice.
 - 8. FINANCING ADVISORY FEE:** Should buyer require financing Andrew Lichtenstein, Inc., **solely** with regard to financing sources procured on behalf of Buyer, Broker shall act as Buyer's exclusive financing consultant. Buyer shall pay Andrew Lichtenstein, Inc. at closing mortgage brokerage financing consulting advisory service fee of ~~TWO (2%) PERCENT~~ REDUCED TO ONLY (1%) ONE PERCENT of financing procured on Buyer's behalf from proceeds at closing. (**Financing Exclusion:** If Buyer does not accept the terms as defined by closing Buyer shall pay no financing fee to Broker. Buyer is free to use its own different source of financing without paying Broker any financing fee provided it is not from a source procured by Broker. If Buyer does not use Broker's source of financing Buyer does not pay any financing fee to Broker.) **Directive of Payment:** The Buyer shall pay and hereby instructs the Seller's closing agent, escrow, Title Company and its attorney to pay the fee herein at the closing.
 - 9. Disclaimer, Law, Jurisdiction, Venue, Counterparts, Severability, and Hold Harmless:** Buyer agrees that this is a commercial business transaction and that parties herein acknowledge to one another that each are sophisticated business professionals with years of real estate experience, with business savvy and that there is no disparity in bargaining power. This Agreement and all the terms herein shall be governed by interpreted by and construed solely in accordance with the laws of the State of New York, as well as court venue, without giving effect to principles of conflicts of law, without regard to location of the Property, Buyer or parties herein. Any action brought in relation to this Agreement shall be brought in a court in the City of New York, and Buyer hereby irrevocably consents to the jurisdiction of such courts, and waives any claim or defense that such forum is not convenient or proper. Any right to trial by jury with respect to any claim or action is hereby waived by all parties to this Agreement. In the event of bankruptcy, insolvency, reorganization, moratorium or similar laws, this agreement shall survive in full force and effect. In any instance where reproduction of this agreement shall be required in a court of law, facsimile, digital, scan, photocopied signatures or email transmission upon this agreement shall satisfy the "Best Evidence Rule" which shall be deemed an original since Buyer may never provide Broker with its original signature hereto. This agreement has been executed in several counterparts, each of which shall be deemed an original. All counterparts shall collectively constitute a single instrument. If any provision herein is deemed unlawful, the remainder shall remain in full force and effect.
- Further, by signing below I explicitly recognize that I have and have had an established business relationship with Andrew Lichtenstein, Inc. and explicitly authorize it to contact me, and my business, using all methods and modes of communication, including but not limited to, by fax, e-mail, and telephone (cell, home, business) using any communication technology.

Agreed to and Accepted By and Between the Parties Hereto,

Signature: _____ (Prospective Buyer) Today's Date: <u>12/21/2015</u> , or dated: _____ By: Prospective Buyer's Name (Print Clearly Below): Mr. _____, et al Title: _____ or, with full authority to sign Company Name: _____, et al Address, City, State, Zip: _____ Buyer's Email: _____ Mobile Phone #: _____ Office Telephone #: _____ Fax Number: _____ Buyer's Website Address: _____ Registering Broker: _____ Company: _____ Mobile Phone #: _____ Office Telephone #: _____ Please send me information on this and future Property via: <input type="checkbox"/> Email, <input type="checkbox"/> Fax, or <input type="checkbox"/> Hard Copy	Broker Signature: _____ By: Andrew Lichtenstein, President Andrew Lichtenstein, Inc. Licensed Real Estate Broker The One Stop Real Estate Shop 5770 Palisade Avenue Riverdale, New York 10471 Phone: (800) 242-9888 Fax: (212) 255-5277 AL@LichtensteinRE.com 12/21/2015 or dated _____
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Note: Thank you for your interest and request to receive property information. Do not contact the property owner, Management Company or tenants. Do not enter the property. All additional information and showings shall be arranged through Andrew Lichtenstein, Inc. If the above meets with your understanding kindly so indicate by signing on the signature line. **To receive additional information**, please fill out the above Buyer information completely FAX THIS SIGNED AGREEMENT to: (866) 591-1138 or Scan & Email to AL@LichtensteinRE.com To Opt-out from receiving further information Fax "Opt-Out" to (866) 591-1138 or call 800-242-9888 or Scan & Email to AL@LichtensteinRE.com

Page 1 of 1