

**SECOND AMENDMENT TO OFFERING PLAN**

**THE DEUCE CONDOMINIUM**  
**534 West 42<sup>nd</sup> Street**  
**New York, New York 10036**

This Second Amendment modifies and supplements the Condominium Offering Plan for The Deuce Condominium, 534 West 42<sup>nd</sup> Street, New York, New York 10036, dated August 15, 2008 (the "Plan"), as amended by a First Amendment dated October 3, 2008, which revised Schedule A.

**1. CHANGE OF ESCROW AGENT.**

The Sponsor has decided to change the Escrow Agent designated in the Plan from Rivkin Radler LLP to Rothkrug Rothkrug & Spector, LLP, having an address at 55 Watermill Lane, Suite 200, Great Neck, NY 11021. Annexed hereto as Exhibit 1 is an Escrow Agreement between Sponsor and Rothkrug Rothkrug & Spector, LLP which shall supercede and replace the Escrow Agreement designated as Exhibit G in Part II of the Plan. As shown in the Escrow Agreement annexed hereto, the new Escrow Agent shall establish a master escrow account for the purpose of holding deposits, downpayments, advances or payments ("Deposits") made by purchasers at Commerce Bank, 205 Montague Street, Brooklyn, NY 11201. The account number is 0012403195, and is entitled "Rothkrug Rothkrug & Spector LLP" ("Master Escrow Account").

All references in the Plan to "Rivkin Radler LLP" contained in the sections entitled "Procedure to Purchase", "Unit Closing Costs and Adjustments", and the "Purchase Agreement" (Exhibit A to Part II of the Plan) are hereby changed to "Rothkrug Rothkrug & Spector, LLP".

**2. CHANGE OF SPONSOR'S ATTORNEY.**

The Sponsor has decided to its attorney from Rivkin Radler LLP to Rothkrug Rothkrug & Spector, LLP, having an address at 55 Watermill Lane, Suite 200, Great Neck, NY 11021. Simon H. Rothkrug, Esq. will be the attorney primarily responsible for the administration of the Plan. Mr. Rothkrug has been in the active practice of law in the real estate field for over fifteen years, and has represented numerous sponsors of condominium offering plans. Rothkrug Rothkrug & Spector LLP will serve as Escrow Agent and will represent the Sponsor in connection with matters relating to Closing of Units. Rothkrug Rothkrug & Spector, LLP has no financial interest in or affiliation with Sponsor or the Property, the Units, the Condominium, or this offering, except for their fees for services rendered pursuant to contract with Sponsor.

3. **CORRECTION OF TYPOGRAPHICAL ERRORS**

The Sponsor hereby corrects the following typographical errors in the Plan.

- A. Page 4(13). Dates should read "January of 2009" and "January 1, 2010", respectively.
- B. Page 5(17). Dates should read "January, 2009" and "January 2010", respectively.
- C. Page 25(4). Dates should read "January 1, 2009 to December 31, 2009".
- D. Page 42. Date should read "January 1, 2009".
- E. Page 58. Date should read "January 1, 2009".
- F. Page 64(g)(v). Entire provision should be deleted.

4. **NO OTHER MATERIAL CHANGES**

Except as stated above, there are no material changes in the Plan.

Dated: Great Neck, New York  
November 4, 2008

SHAO LIN OPERATING LLC

**EXHIBIT 1**

**ESCROW AGREEMENT**

## ESCROW AGREEMENT

AGREEMENT made as of the filing date of the Offering Plan (defined below), between Shao Lin Operating LLC ("SPONSOR") as SPONSOR of the Offering Plan and Rothkrug Rothkrug & Spector LLP ("ESCROW AGENT") as escrow agent.

WHEREAS, SPONSOR is the SPONSOR of an offering plan for premises known as and located at 534 West 42<sup>nd</sup> Street, New York, NY, known as the DEUCE CONDOMINIUM, (hereinafter, "Offering Plan"); and

WHEREAS, Rothkrug Rothkrug & Spector LLP is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers or subscribers, pursuant to the terms of this Agreement and the Offering Plan.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

### 1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

- 1.1. ESCROW AGENT will establish a master escrow account for the purpose of holding deposits, downpayments, advances or payments ("Deposits") made by purchasers or subscribers ("Purchasers") pursuant to the Offering Plan at Commerce Bank at its branch located at 205 Montague Street, Brooklyn, NY 11201. The account number is 0012403195, and is entitled "Rothkrug Rothkrug & Spector LLP" ("Master Escrow Account").
- 1.2. All Deposits will be placed initially in a non-interest bearing checking portion of the Master Escrow Account. If ESCROW AGENT receives a completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8 (Certificate of Foreign Status), as applicable, from a Purchaser at the time the Deposit is delivered to ESCROW AGENT, the Deposit of such Purchaser will be promptly transferred from the non-interest bearing checking portion of the Master Escrow Account into an individual interest bearing sub-escrow account in the name of such Purchaser. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow savings account to the non-interest bearing checking portion of the Master Escrow Account so that checks may be drawn thereon.
- 1.3. Partners in ESCROW AGENT are the sole signatories on the Master Escrow Account.
- 1.4. The Master Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.
- 1.5. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Contract of Sale (defined below), or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to SPONSOR only in the event there is a "consummation of the Offering Plan" (as such term is defined in the Attorney General's regulations) and Purchaser defaults.

### 2. DEPOSITS INTO THE ESCROW ACCOUNT.

- 2.1. All funds received from Purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited into the Master Escrow Account. All instruments to be deposited into the Master Escrow Account shall be made payable directly to the order of "Rothkrug Rothkrug & Spector LLP, as Escrow Agent". Endorsed instruments

will not be accepted. Any instrument payable other than as required hereby, and which cannot be deposited into the Master Escrow Account, shall be returned to the Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 Within ten (10) business days after tender of the Deposit submitted with the purchase agreement or subscription agreement ("Contract of Sale"), ESCROW AGENT shall notify the Purchaser of the deposit of such funds in the Master Escrow Account, provide the account number, and disclose the initial interest rate. If the Purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the Deposit, the Purchaser may cancel the Contract of Sale and rescind within ninety (90) days after tender of the Deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited in accordance with the Attorney General's regulations and requisite notice was timely mailed to the Purchaser.

3. **RELEASE OF FUNDS.**

3.1 ESCROW AGENT shall not release the Deposit of a defaulting Purchaser until after consummation of the Offering Plan. Consummation of the Offering Plan shall not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

3.2 ESCROW AGENT shall continue to hold the Deposit in escrow until otherwise directed in (a) a writing signed by both SPONSOR and Purchaser or (b) a determination of the Attorney General or (c) a judgment or order of a court of competent jurisdiction or until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.

3.3 SPONSOR shall not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to: (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan, or (b) all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

3.4 In the event SPONSOR and a Purchaser close title under the Contract of Sale, ESCROW AGENT shall be entitled to release the Deposit to SPONSOR without the need for a written agreement from Purchaser. Except as otherwise set forth above, if there is no written agreement between the parties to release the Deposit, ESCROW AGENT shall not pay the funds to SPONSOR until ESCROW AGENT has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the Deposit may be paid to SPONSOR unless the Purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and ESCROW AGENT has received notice from the Purchaser in accordance with such provisions.

4. **RECORDKEEPING.**

4.1 ESCROW AGENT shall maintain all records concerning the Master Escrow Account for seven (7) years after release of the funds.

4.2 Upon the dissolution of ESCROW AGENT, the former partners of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the Funds deposited and disbursed hereunder.

5. **GENERAL OBLIGATIONS OF ESCROW AGENT.**

5.1 ESCROW AGENT shall maintain the Master Escrow Account under its direct supervision and control.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and Purchasers, and ESCROW AGENT acknowledges its fiduciary obligations.

5.3 ESCROW AGENT shall not be liable to SPONSOR for any error in judgment, mistake of fact or law or for any act or omission on ESCROW AGENT'S part, including, without limitation, any act or omission which permits a Purchaser to rescind a Contract of Sale, unless taken or suffered in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of ESCROW AGENT.

5.4 ESCROW AGENT shall be permitted to act as counsel for SPONSOR in any dispute as to the disbursement of the Deposit or any other dispute between SPONSOR and a Purchaser whether or not ESCROW AGENT is in possession of the Deposit and continues to act as ESCROW AGENT.

5.5 ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

5.6 ESCROW AGENT may consult with legal counsel selected by it and the opinion of such counsel shall be full and complete authorization and protection to ESCROW AGENT in respect of any action taken or omitted in good faith by ESCROW AGENT hereunder in accordance with the opinion of such counsel.

5.7 The provisions of paragraphs 5.5 and 5.6 shall apply only to SPONSOR and nothing contained therein shall be in derogation of the rights of a purchaser under Article 23-A of the General Business Law.

6. **RESPONSIBILITIES OF SPONSOR.**

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver all Deposits received by them prior to closing of an individual transaction to a designated attorney who is a partner of or attorney or legal assistant employed by ESCROW AGENT within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by ESCROW AGENT from time to time.

6.2 SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and compliance with the Attorney General's regulations.

6.3 SPONSOR shall obtain or cause the selling agent under the Offering Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from each Purchaser and deliver such form to ESCROW AGENT together with the Deposit and Contract of Sale.

7. **TERMINATION OF AGREEMENT.**

7.1 This Agreement shall remain in effect unless and until it is cancelled by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign. Such resignation shall take effect on the date set forth in the notice from ESCROW AGENT, except such resignation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent with respect to Deposits held in the Master Escrow Account on the date of such resignation; or

(c) all units offered by SPONSOR pursuant to the Offering Plan have been sold and no Deposits of Purchasers from SPONSOR remain in the Master Escrow Account.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1 (a) or (b) above, ESCROW AGENT shall deliver any and all funds held by ESCROW AGENT in escrow and any and all contracts or documents maintained by ESCROW AGENT relating to such funds to the new escrow agent.

**8. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their respective successors and assigns.

**9. GOVERNING LAW.**

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

**10. ESCROW AGENT'S COMPENSATION.**

SPONSOR agrees to pay ESCROW AGENT for services rendered by its attorneys and paralegals and expenses incurred by ESCROW AGENT in connection with this Agreement, including, without limitation, disputes arising with respect to the Deposit. SPONSOR shall not be charged with any administrative costs for maintenance of the Master Escrow Account. ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

**11. SEVERABILITY.**

If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**12. INDEMNIFICATION.**

SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

13. **ALTERNATE SECURITY**

Intentionally omitted.

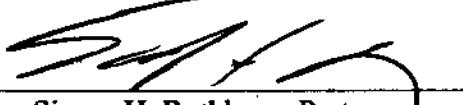
14. **ENTIRE AGREEMENT.**

This Agreement, read together with GBL Sections 352-e(2-b) and 352-h and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

ESCROW AGENT:

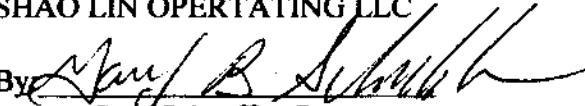
ROTHKRUG ROTHKRUG & SPECTOR, LLP

By: 

Simon H. Rothkrug, Partner

SPONSOR:

SHAO LIN OPERATING LLC

By: 

Gary Schaeffer, Pres.