

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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MICHEL KADOSH, on behalf of himself and as a managing member and in the right of 213 WEST 85 <sup>TH</sup> STREET LLC,	:
	:
Plaintiff,	:
	:
- against -	:
	:
DAVID KADOSH, 114 WEST 71 <sup>ST</sup> STREET, LLC, 30 LEXINGTON AVENUE, LLC, and 3D IMAGING CENTER CORP.,	:
	:
Defendants.	:
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DAVID KADOSH, on behalf of himself and as a member and in the right of 213 WEST 85 <sup>TH</sup> STREET, LLC,	:
	:
Third-Party Plaintiff,	:
	:
-against-	:
	:
MEK ENTERPRISES, LTD.,	:
	:
Third-Party Defendant.	:
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Plaintiff Michel Kadosh (“Michel”), individually and as a managing member and in the right of 213 West 85th Street LLC, and Third-Party Defendant MEK Enterprises, Ltd. (“MEK”), by their attorneys, Tannenbaum Helpern Syracuse & Hirschtritt LLP, as and for its Second Amended Verified Complaint and Third Party Counterclaim against Defendants David Kadosh (“David”), 114 West 71st Street, LLC (“W71 LLC”), 30 Lexington Avenue, LLC (“30 Lex. LLC”) and 3D Imaging Center Corp.’s (“3DI”) (collectively, “Defendants”), allege as follows:

## **THE PARTIES**

1. Plaintiff Michel Kadosh is an individual residing in the City, County and State of New York, at 7 West 82nd Street.

2. Plaintiff 213 West 85th Street LLC (“W85 LLC”) is a New York Limited Liability Company formed to hold title, manage and profit from the premises known as and located at 213 West 85th Street, New York, New York. W85 LLC is subject to an order of dissolution from this Court.

3. Third Party Defendant MEK Enterprises, Ltd. is a New York corporation, with its principal place of business in New York, New York.

4. Defendant David Kadosh is an individual with his principal place of business located at 114 West 71st Street, New York, New York, and his residence is located at 290 Breezy Way, Lawrence, New York 11559.

5. Defendant 114 West 71st Street, LLC is a New York Limited Liability Company which holds title to the premises located at 114 West 71st Street, New York, New York (“W71”). W71 is a five story mixed-use income producing property with five rental units, three residential units and 2 commercial units.

6. Defendant 30 Lexington Avenue, LLC is a New York Limited Liability Company which holds title to the premises located at 30 Lexington Avenue, New York, New York (“30 Lex.”). 30 Lex. is a five story mixed-use income producing property with 10 rental units, nine residential units and one commercial unit.

7. Defendant 3D Imaging Center, Corp. (“3DI”) is a New York corporation providing dental imaging services to dental practitioners and others in the New York area.

## **JURISDICTION AND VENUE**

8. This Court has jurisdiction over Defendants pursuant to CPLR § 301 because all Defendants either are located or do business in New York County.

9. Venue is proper in New York County pursuant to CPLR § 503 because at least one of the parties resides here.

## **FACTS**

10. David and Michel are two of eight siblings, but had been each other's best friend throughout their lives. The two brothers supported each other, financially and emotionally, for many years, and lived together prior to David's marriage.

11. David is a dentist and also owns several real estate properties in the city.

12. Michel previously owned his own clothing company, but shifted to construction and design projects many years ago. Michel is now a successful contractor and works on projects throughout the city.

13. For many years, Michel was interested in purchasing an investment property in New York City which he intended to improve and renovate.

14. On or about May 1, 2003, Michel found a mixed commercial and residential building at 213 West 85th Street ("W85"). Michel viewed the property as an investment with substantial future financial rewards. Michel contacted a broker with the realty company of Massey Knakal Realty Services, Inc. ("Massey Knakal") to discuss W85 and his interest in purchasing the property.

15. During the process of obtaining a mortgage to purchase W85, Michel decided to speak with David, who owned several properties throughout New York, and claimed to have significant experience with the process for purchasing properties.

16. Michel, along with another brother, Eli Kadosh, approached David in June 2003 for suggestions about securing a mortgage for Michel's planned purchase of the property. Michel explained to David that he was in a position to purchase the building without any partners, and that he planned to completely renovate the property and convert the various units into valuable, high-end condominiums.

17. David and Michel reviewed the various mortgage options Michel was considering. During this process, David immediately saw how lucrative an investment W85 could be, and eagerly asked Michel to jointly purchase the property with him so that David could reap the financial benefits of the eventual sale.

18. Michel was initially hesitant to bring David into the W85 deal; however, David then proposed an agreement between the two brothers (the "Agreement") that David claimed would make both of them millions of dollars.

19. David was already the owner of a building located at "W71", and another building at 30 Lex., which building titles were held by LLCs, in New York City. Both W71 and 30 Lex. were in need of serious renovations and in negative cash flow. 30 Lex. was not producing any rental income as of 2003.

20. The income generated from the two properties was not enough to cover the properties' expenses and the buildings needed significant improvements if they were to become profitable. In order to become profitable, David said he needed Michel's help in improving and renovating the buildings, and that Michel was the only person David could trust to help him. David also indicated he had plans to open additional businesses in the future once he secured sufficient capital.

21. The terms of the Agreement were established at a meeting David, Michel and Eli had at the W71 property in June 2003.

22. The Agreement was not put into writing. While Michel suggested the Agreement be memorialized in writing, David assured him it was unnecessary because the two were family, and would both live up to their promises.

23. In exchange for permitting David to become an equal partner in W85 and reap half of the profits the renovation and eventual sale of W85 would generate, David would enter into a joint venture with Michel such that effectively Michel and David would be partners in the businesses David had and was developing, including the management of the buildings at W71, 30 Lex. as well as future business ventures (which ventures would come to include 3DI).

24. Michel would contribute his time to renovating the properties and managing most aspects of the businesses, including managing in large part the office operations of David's dental practice at W71, in order to increase the value of the businesses.

25. As part of the Agreement, David and Michel agreed to share equally in the proceeds of the various businesses – W71, 30 Lex and, eventually, Dental Visual Imaging (“DVI”), which later became 3DI. Michel also agreed to share with David in the costs of purchasing materials for the projects, and they further agreed to share in any losses the venture may incur.

26. David and Michel agreed that eventually, the income from the various properties would be pooled into an entity called Kadosh Management, named after their father, which income would then be used to fund the purchase and improvement of additional properties throughout the city, and specifically to renovate W85 into condominiums as Michel intended when he decided to purchase the property. Until Kadosh Management was up and running,

however, David and Michel decided, at David's request, to consolidate any income from the businesses that David was contributing into one central "pot," which would eventually be split 50-50 between the brothers.

27. Michel and David did not have an agreement that title to W71 or 30 Lex. would be transferred to Michel or any other entity or person; rather, the brothers agreed that the income from the properties – which were owned by the LLCs – would be consolidated for use in the "pot" by and for the joint venture.

28. Michel had complete access to the safe, and was authorized to write checks on behalf of W71 and 30 Lex., as well as David's dental practice.

29. The Agreement was finalized, and the brothers combined forces.

30. The final purchase price of W85 was \$1.825M; Michel, through his company MEK, put up the entire contract deposit for the building in the amount of \$182,500.

31. With the assistance of a lawyer, Michel and David formed an LLC to purchase W85 in or about October 2003: 213 W. 85th Street LLC. They closed on the purchase of the property on December 31, 2003. The property was secured by a \$1.3M mortgage, obtained primarily as a result of Michel's favorable credit, from Washington Mutual Bank (which later became Chase Bank).

32. David and Michel were the sole managers and members of W85 LLC. The W85 LLC Operating Agreement required each manager/member to make equal capital contributions for all expenses of the company.

33. Pursuant to the terms of the Agreement established in June 2003, Michel immediately moved into an office inside of David's dental practice at W71 out of which he operated the joint venture. Michel set up a computer, a safe, and files associated with the various

properties and businesses, including invoices, leases and rental statements, and payroll records for the employees working at the dental practice and in connection with the renovation of the buildings at W71 and 30 Lex. Cash income from rent rolls of the properties were placed in a safe in Michel's office, while income received from checks was deposited into a bank account at Chase Bank.

34. Michel immediately began to provide management services to David's dental practice and management and construction services to W71 and 30 Lex. Notably, Michel initially agreed to defer any compensation for these services, as he understood that the joint venture would not produce sufficient income until after he completed renovations on the two buildings and increased the productivity and value of David's dental practice.

35. In addition to these businesses, at the end of 2004 David and Michel added to the joint venture's assets by forming DVI, which was an added service to David's dental practice that provided high quality dental imaging services to dental practitioners and others.

36. Defendant 3D Imaging Center Corp. ("3DI", together with "W71" and "30 Lex.," the "Defendant Entities") is the successor entity that David formed in 2006 to conduct DVI's business. The concept, customers and partners from DVI which Michel helped to build traveled with David when he established 3DI.

37. Beginning in or about June 2003, and extending until approximately April 2005, Michel performed numerous tasks for the joint venture pursuant to the terms of the Agreement. Michel worked late into the evenings and on weekends and devoted nearly all of his time to the joint venture, despite not receiving any compensation from the "pot" and despite the fact that he gave up the opportunity to earn significant compensation in the construction field out in the New York City market.

38. Michel renovated most of the units at W71 and all of the units 30 Lex., including but not limited to: installing skylights, appliances, countertops, doors, and an intercom system; repairing bathrooms, windows, plaster, and walls; and redesigned the layout of many units. He also supervised all of the construction and hired workers at both properties.

39. Michel managed the dental practice and buildings, including paying all employees, ordering supplies, installing a plasma screen television at the dental office, signing leases, working with brokers to lease units, and attending Environmental Control Board meetings on behalf of the two properties.

40. Michel designed and constructed the room for the imaging machine used at DVI, installed the imaging machine itself, and developed marketing materials.

41. Over the duration of Michel's work on behalf of the various entities that were part of the joint venture, he contributed more than \$100,000 of his own money towards the cost of materials and labor needed to renovate and enhance the various properties.

42. Michel was not extremely concerned about the lack of repayment in the short term since he believed, pursuant to the Agreement, that these renovations would lead to joint venture income that would more than compensate Michel for the funds and work that he undertook on the venture's behalf. David treated Michel as a partner, and referred to him as such in his dental office and at the other various businesses David technically owned.

43. After working full time for the joint venture, as of the end of March 2004 Michel had yet to collect any compensation from the joint venture. In contrast, David drew a salary from the dental practice and collected a portion of the income stream from the rent rolls at W71 and 30 Lex.



44. David explained that he needed the salary and rental income to take care of his family and pay off a legal settlement; David asked that Michel be patient and wait until the income and profits from the joint venture began to grow before Michel began taking his own cut.

45. David and Michel finally agreed in the spring of 2004 that the joint venture should begin to compensate Michel in order that he, too, be able to care for his family. The brothers agreed that Michel would receive \$1500 per week from the “pot” whenever sufficient funds were available.

46. Michel and David recognized this number was far less than the amount of money, sweat equity and time he had already contributed to their new business, and significantly less than what he would receive in the open market for his construction services, but Michel agreed in order to further develop the joint venture.

47. Michel received these payments inconsistently, and at times for less than \$1500.

48. At no point during the entire time Michel provided various services for the benefit of the joint venture did David ever deny that they had a formal joint venture or that Michel was not entitled to share equally in the proceeds from the component business entities and rental properties.

49. In order to induce Michel to continue to work on the projects, David continued to reaffirm the viability of the Agreement, resulting in additional commitments from Michel to infuse more capital into the projects and spend more and more of his time improving the value of the Defendant Entities.

50. Michel completed renovations on 30 Lex. in the spring of 2005. As had been agreed upon time and time again, now that W71 and 30 Lex. had significantly larger rent rolls

and generated substantially more income, the “pot” had grown to a sufficient size that Michel wanted to finally begin work on W85.

51. Michel had performed his obligations under the Agreement, contributing nearly two years of his life to enhance the value of the joint venture’s assets, without receiving a sufficient or consistent salary or return on the hundreds of thousands of dollars of equity he infused into the partnership.

52. However, when he approached David to discuss some of the details of the W85 renovations, David abruptly and without justification reneged on his promises, and disavowed even the existence of the Agreement.

53. David kicked Michel out of Michel’s office at W71, from which Michel was operating the joint venture, and refused to allow Michel access to any of the files in the office, either in hard copy or on Michel’s computer. These files included receipts, invoices, rent rolls, and other information related to the operation of the joint venture and Michel’s status as a partner in the Agreement.

54. The value of the Defendant Entities increased significantly as a direct result of Michel’s contributions pursuant to the terms of the Agreement. In addition to higher monthly rent rolls, the buildings themselves are worth substantially more than they were prior to Michel’s work on the properties. Michel, however, did not receive any of the fruits of his labor, and was taken advantage of by his brother whom he trusted as his partner and best friend.

55. David unilaterally cut Michel out of his rightful interest in their joint venture, and breached each of the promises he made in connection with the Agreement.

56. After David reneged on the Agreement, Michel decided that he needed to continue to develop W85 despite the fact that he now understood his partner on W85, David, to be untruthful and unreliable.

57. In or about September 2005, David and Michel agreed that Michel's company, MEK, would perform the renovations on W85.

58. Having seen David renege on his oral promises under the Agreement, Michel sought some written protection to ensure that the construction work he performed on W85 was properly compensated. He demanded that David co-sign the construction contract (the "MEK Contract") between 213 W. 85th Street LLC and MEK. Not surprisingly, after MEK began work on W85, David failed to contribute his share of the expenses associated with the renovations – including funds to pay MEK pursuant to the contract – and left Michel to cover a disproportionate amount of the costs.

59. The MEK Contract provided that, but for a few exceptions, materials for the reconstruction of W85 were not included in the quoted contract price. The MEK Contract provided for the costs of labor for design, demolition, renovation and finishing of W85, but all materials were to be purchased by W85 LLC, with each member contributing equally for such expenses.

60. However, from the time MEK began its work at W85, David grossly failed to contribute his required proportionate share of the costs incurred under the MEK Contract. Additionally, David failed to proportionately contribute his share of the mortgage, insurance, costs related to construction, costs for professionals to perform various services at, or in relation to, W85 and W85 LLC (lawyers, accountants, architects, engineers, etc.), and a variety of other

expenditures. As a result, Michel was forced to pay a drastically disproportionate share of the necessary expenses, and now awaits repayment.

61. Michel estimates that he contributed more than \$4M of his own money or sweat equity into W85.

62. David breached his commitments under the 213 W. 85th Street LLC Operating Agreement and his fiduciary duties by failing to make capital contributions, recklessly or intentionally failing to pay insurance, closing the LLC's bank account, interfering with rent collections, authorizing tenant improvements (an illegal roof deck) that violated city building regulations and improperly filing a *lis pendens* against W85.

63. David also caused W85 LLC to cancel the sale of a unit approved for sale as condominium, and return to the buyers the deposit for the unit. Among other things, David refused to approve the installation of appliances in the unit, to collaborate with Michel to satisfy the obligations in the condominium, and otherwise frustrated Michel's attempts to make W85 profitable. David's conduct prevented the building's condominium plan from becoming effective. But for David's willful misconduct and bad faith in refusing to assist in the conversion of the building to condominiums after initially agreeing to the conversion, the value of the building would have drastically increased.

64. David acted in bad faith at every turn of the W85 development, hindering the building's construction, diminishing its profitability, causing conflict with rental tenants of the building, and acting in willful disregard of his obligations under the W85 LLC Operating Agreement, to the detriment of W85 LLC and Michel, individually.

65. His breaches of the Operating Agreement and his fiduciary duties to W85 LLC and Michel, individually, were continuous and highly damaging.

66. In addition, David's failure to make his capital contributions caused W 85th LLC to have insufficient funds such that MEK is owed substantial sums for its services.

**Specific Allegations Supporting Derivative Claims**

67. Michel brings certain claims in this action derivatively, in the right and for the benefit of W85 LLC, to redress injuries suffered by W85 LLC as a result of David's breach of his fiduciary duties to W85 LLC and other wrongful conduct by David, including breaches of the W85 LLC Operating Agreement, which has caused harm to W85 LLC.

68. Michel is a manager and member of W85 LLC, and was a manager and member of W85 LLC at the time of all David's wrongdoing alleged herein.

69. Michel will adequately and fairly represent the interests of W85 LLC in enforcing and prosecuting its rights.

70. As a result of the facts set forth herein, Michel has not made a demand on W85 LLC to institute this action. Such a demand would be futile because the members consist of only Michel and David, with David controlling 50 percent of the voting shares. Because David committed the wrongful acts alleged herein, he is not capable of exercising disinterested or independent judgment in responding to such a demand, and of making an independent and disinterested decision to institute and vigorously prosecute this action.

**FIRST CAUSE OF ACTION**  
(Accounting on 213 West 85th Street)

71. Plaintiffs incorporate all prior allegations.

72. Plaintiffs are entitled to a full accounting of all contributions made by David to W85 LLC and all expenditures incurred by David from the date of W85 LLC's formation to the present.

73. Plaintiffs hereby demand that, at David's sole expense and cost, David provide an accounting with respect to W85 LLC, including but not limited to rental income and security deposits received from tenants.

**SECOND CAUSE OF ACTION**

(Breach of the 213 West 85th Street LLC Operating Agreement Against David)

74. Plaintiffs incorporate all prior allegations.

75. The Operating Agreement of W85 LLC provides that each member shall make equal contributions of capital to W85 LLC, with Michel and David each owning a 50 percent interest therein.

76. David has failed to make his required contributions to W85 LLC to pay for its operating costs, expenses, construction costs, labor and materials, mortgage payments, insurance payments, and a host of other payments for expenses that he refused to make.

77. As a result of David's various breaches of the Operating Agreement, Michel and W85 LLC have been damaged in amount to be determined at trial.

**THIRD CAUSE OF ACTION**

(Breach of Fiduciary Duty Against David as to 213 West 85th Street LLC)

78. Plaintiffs incorporate all prior allegations.

79. As a managing member of W85 LLC, David owed Michel and W85 LLC a fiduciary duty which required David to act with the utmost good faith and loyalty towards Michel and W85 LLC.

80. Without limitation, David breached his fiduciary duty to Michel and W85 LLC by failing to carry out the primary purpose and objective of W85 LLC, by mismanaging W85 LLC, by engaging in waste of the company's assets, by engaging in oppressive conduct towards Michel, and by engaging in other conduct detrimental to the business of W85 LLC.

81. Specifically, and without limitation, since the date of inception of W85 LLC to the present, despite repeated requests from Michel, David has failed to contribute his fifty percent (50%) share of the W85 LLC's expenses for the construction of W85, including but not limited to, under the MEK Contract, and the expenses of converting the W85 building to saleable apartment units.

82. Michel has at all times honored his obligations to W85 LLC by making timely and complete contributions to W85 LLC for his proportionate fifty percent (50%) interest therein, to pay for debt service, construction expenses, professional fees and other expenses. Michel has made all such payments on the reasonable expectation that David would contribute his half share of the expenses and take all steps necessary to develop the property in accordance with the members' original plan at the time of the formation of W85 LLC.

83. David's misconduct and breaches of duty have caused great harm to W85 LLC and Michel. His failure to proffer his fifty percent (50%) of the contributions towards the Company's expenses constitute a gross breach of his fiduciary duty to W85 LLC and Michel, the most critical obligation David had under the Operating Agreement.

84. As a result of David's many breaches of his fiduciary duties both to Michel and the LLC, Michel and W85 LLC have been damaged in an amount to be determined at trial.

#### **FOURTH CAUSE OF ACTION**

(Breach of Oral Joint Venture Agreement against All Defendants)

85. Plaintiffs incorporate all prior allegations.

86. Michel and David were parties to an oral joint venture agreement.

87. Michael and David agreed to be associated as joint venturers, contributed to the joint undertaking through a combination of their property, financial resources, effort, skill and

knowledge, exercised joint proprietorship and control over their enterprise, and agreed upon a provision for the sharing of profits and losses of the joint venture.

88. Michel fully performed pursuant to the terms of the joint venture agreement.

89. David breached the joint venture agreement by, inter alia, refusing to share in the income generated from the Defendant Entities with Michel, cutting Michel out of the management and operation of the Defendant Entities, and refusing to contribute the income generated from the joint venture to the development and construction of the W85 property.

90. As a result of David's many breaches of the oral joint venture agreement, Michel has been damaged in an amount to be determined at trial.

**FIFTH CAUSE OF ACTION**

(Accounting of 114 West 71st Street LLC, 30 Lexington Avenue, LLC and 3D Imaging Corp.)

91. Plaintiffs incorporate all prior allegations.

92. As a result of their oral joint venture agreement, Michel and David were fiduciaries with respect to the agreement.

93. Michel is therefore entitled to an accounting of the Defendant Entities as a result of the oral joint venture which existed concerning the income and assets generated from the Defendant Entities.

**SIXTH CAUSE OF ACTION**

(Unjust Enrichment)

94. Plaintiffs incorporate all prior allegations.

95. Michel worked for years on the construction, development, management, and maintenance of the Defendant Entities.



96. The profitability of the Defendant Entities significantly increased as a direct result of Michel's contributions, contributions for which he did not receive adequate or sufficient consideration.

97. As a result of Michel's labor, sweat equity, and financial contributions to the Defendant Entities, and his years of diligent service that he provided upon the representation and agreement from David that Michel would be an equal partner in the income generated from the joint venture, David has been unjustly enriched at Michel's expense.

98. Michel has been damaged by in an amount to be determined at trial.

**SEVENTH CAUSE OF ACTION**  
(Breach of Fiduciary Duty Against David)

99. Plaintiffs incorporate all prior allegations.

100. Michel and David are brothers, and had a confidential, familial relationship, based on trust, confidence and loyalty, and were involved in a co-owned business venture.

101. As family members in a co-owned business venture, Michel and David owed each other fiduciary duties.

102. Michel reasonably relied on David's representations made pursuant to the joint venture agreement, which representations induced Michel to join and continue performing under the joint venture agreement.

103. As alleged herein, David breached his fiduciary duty to Michel by, inter alia and as alleged herein, breaching the oral joint venture agreement, withholding income generated from the joint venture agreement, failing to reimburse Michel for the expenses Michel incurred in connection with the joint venture, and preventing Michel from realizing the gains resulting from his work on behalf of the joint venture.

104. Michel has been damaged in an amount to be determined at trial

**FIRST COUNTERCLAIM OF MEK TO THE THIRD PARTY COMPLAINT**

105. Third Party Defendant MEK incorporates all prior allegations.

106. 213 West 85th Street LLC agreed to compensate MEK for all services rendered pursuant to the MEK Contract.

107. All of the construction performed at the Property was performed with the knowledge and consent of W85 LLC, was performed in a proper workmanlike manner, with proper permits, and all of the construction performed at the property is now completed.

108. W85 LLC has failed to perform all of its obligations under the MEK Contract.

109. As a result, W85 LLC has breached the MEK Contract.

110. MEK has been damaged in an amount to be determined at trial.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs and MEK demand judgment against Defendants as follows:

- (a) Judgment in favor of Plaintiffs on the First and Fifth Causes of Action providing Plaintiffs with accountings;
- (b) Judgment in favor of Plaintiffs on the Second, Third, Fourth, Sixth and Seventh Causes of Action in an amount to be determined at trial;
- (c) Judgment in favor of MEK on its counterclaim in an amount to be determined at trial; and
- (d) For such other and further relief as the Court deems just and proper.

Dated: New York, New York  
January 27, 2015

TANNENBAUM HELPERN SYRACUSE  
& HIRSCHTRITT LLP

By: /s/ Jaclyn H. Grodin  
Paul D. Sarkozi  
Jaclyn H. Grodin

900 Third Avenue  
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Defendant*

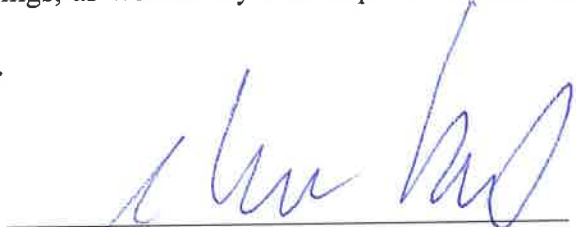
**VERIFICATION**

STATE OF NEW YORK    )  
                                  ) SS:  
COUNTY OF NEW YORK )


**MICHEL KADOSH**, being duly sworn, deposes and says:

1. I am an individual Plaintiff in this matter, a Manager and Member of Plaintiff 213 West 85th Street, LLC, and the President of Third-Party Defendant, MEK Enterprises, Ltd.

2. I have read the foregoing Second Amended Verified Complaint and Amended Third Party Counterclaims, and know the contents thereof to be true to my own personal knowledge, except as to those matters therein stated to be alleged 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 own knowledge are based upon our company file, conversations, correspondence, statements, records, and other writings, as well as my own experience with the parties and the circumstances underlying this action.

  
\_\_\_\_\_  
**MICHEL KADOSH**

Sworn to me before this  
26th day of January, 2015.

  
\_\_\_\_\_  
Notary Public

**PHILLIP ROSEHILL**  
Notary Public, State of New York  
No. 01RO6122104  
Qualified in KINGS County  
Certificates Filed in New York and Queens Counties  
Commission Expires FEBRUARY 7, 2017