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June 25, 2015

Savings Institute Bank & Trust Co.
803 Main Street
Willimantic, CT 0626

**Re: Loan in the Amount of \$225,000.00 to
3300 Park Avenue Condominium Association, Inc.**

Ladies and Gentlemen:

We have acted as counsel to 3300 Park Avenue Condominium Association, Inc., a Connecticut non-stock corporation (the "Borrower"), in connection with a loan (the "Loan") to the Borrower by Savings Institute Bank & Trust Co. (the "Lender").

This opinion is being delivered to you in connection with the Loan. All capitalized terms used and not defined herein have the same meanings herein as set forth in the Security Agreement and Absolute Assignment of Income between the Lender and the Borrower of even date herewith.

In rendering the opinions expressed herein we have examined executed copies of the following documents:

1. Promissory Note by the Borrower to the Lender, of even date herewith, in the principal amount of \$225,000.00, evidencing the Loan;
2. Assignment of Common Charges and Assessments;
3. Security Agreement and Absolute Assignment of Income;
4. Prejudgment Remedy Waiver and Jury Trial Waiver;
5. Loan Audit Compliance Agreement;
6. UCC-1 Financing Statement of Borrower in favor of Lender (the "Financing Statement");
7. Borrower's Closing Affidavit;

8. Certificate of Incorporation of the Borrower;
9. Certificate of Existence of the Secretary of the State of Connecticut for the Borrower dated April 1, 2015 (the "Certificate of Existence");
10. Amended Restated Declaration and By-Laws of the Borrower recorded at Volume 8468 Page 249 of the Bridgeport Land Records; and
11. Resolution of the Board of Directors of the Borrower dated April 13, 2015.

The documents listed in items 1 through 5 above are all sometimes collectively referred to as the "Loan Documents". In addition, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such other documents, records, agreements and instruments as we have deemed necessary or appropriate as a basis for the opinions set forth below.

We have assumed, and have not independently verified, (a) that each such document submitted to us as an original is authentic, (b) that each such document submitted to us as a copy conforms to the original, (c) that the signatures, other than those executed in our presence, on all such documents examined by us are genuine, (d) the legal competency of any individual executing such documents, and (e) the accuracy of the Borrowing Certificate of the President of the Borrower provided in connection with this transaction.

In our examination of the documents referred to above, we have assumed the genuineness of all signatures (other than the person signing on behalf of the Borrower), the legal competence of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents. In addition, except as expressly opined on by us below, we have assumed the valid authorization, execution and delivery of each of the agreements referred to herein by each party thereto and that each of such parties is validly existing under its jurisdiction of formation with the corporate or other organizational power to perform its obligations thereunder and that each such agreement is a valid and binding obligation of each such party thereto enforceable against each. We have further assumed that, as to any instrument, agreement, or document delivered, or obligation incurred, by any party, such party has received the agreed to consideration therefor.

Except for obtaining the Certificate of Existence of the Borrower, we have not searched or reviewed the records or docket of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority.

As to matters of fact material to the opinions expressed herein, we have relied upon statements and certifications of the Borrower and of public officials. We have assumed, without independent investigation, that such statements and certifications are accurate.

Any statements in the opinion qualified by the words "to the best of our knowledge" or any words of similar effect indicate that the statements are made based on the actual knowledge of the lawyers of this firm who have devoted substantive attention to this opinion. We have conducted no further investigation.

We express no opinion other than on the laws of the State of Connecticut and the federal laws of the United States. We do not undertake to express any opinion or advice on matters purported to be governed by laws of any other jurisdiction, and we express no opinion or advice with regard to a conclusion that might be reached by any court or administrative agency other than a court or agency of the State of Connecticut, or a federal court applying the laws of Connecticut.

Our opinion in Paragraph 1 below as to the Borrower's valid existence and legal formation as a non-stock corporation is based solely on our review of the Borrower's Certificate of Incorporation and the Borrower's Certificate of Existence.

Based upon and subject to the foregoing, we are of the opinion that:

1. In relying solely upon the Certificate of Existence, the Borrower is a validly existing and legally formed non-stock corporation under the laws of the State of Connecticut, and has all the requisite power and authority to enter into the Loan Documents, to execute and deliver the Loan Documents, and to carry out the transactions contemplated by the Loan Documents.
2. Each of the Loan Documents has been duly executed and delivered by the Borrower and constitute the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms.
3. The execution, delivery and performance by the Borrower of the Loan Documents and the performances by the Borrower of its obligations under the Loan Documents have been duly authorized by all necessary corporate action pursuant to its Certificate of Incorporation, Declaration, and By-Laws and do not and will not constitute a default under or conflict with or violate (i) any provisions of the Borrower's Certificate of Incorporation, Declaration, or By-Laws; (ii) any court order or consent decree, of which we have knowledge; or (iii) any applicable laws, rules or regulations, including applicable usury laws.
4. To the best of our knowledge, no consent, notice to, or approval or other authorization of, or filing with, any court or governmental agency, commission or other authority of the State of Connecticut, or any subdivision thereof, is required by the laws of the State of

Connecticut as a condition to or in connection with the due execution and delivery by the Borrower of the Loan Documents, or for the performance or observance of any terms thereof, or for the payment of any sums thereunder.

5. To our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, against or affecting the Borrower, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the transactions contemplated by the Loan Documents.

6. The Security Agreement and Absolute Assignment of Income create in favor of the Lender valid and enforceable security interests in the Income (as such term is defined therein) and the Bank Account (as such term is defined therein) enforceable against the Borrower thereunder as security for the payment of the obligations of the Borrower under the Loan Documents. The Financing Statement in favor of the Lender is in proper form for filing with the Secretary of State of the State of Connecticut. Upon the proper filing (as defined in Section 42a-9-516 of the Connecticut General Statutes ("CGS")) of the Financing Statement in the office of the Secretary of State of the State of Connecticut, including the payment of any requisite filing or recording fees, the Lender will have a perfected security interest under Article 9 of the Connecticut Uniform Commercial Code ("UCC") in so much of the Income as constitutes personal property of Borrower, in which a security interest can be perfected by the filing of UCC financing statements in the State of Connecticut under Article 9 of the Connecticut UCC, subject in the case of proceeds to the limitations set forth in Section 42a-9-315 of the CGS. For purposes of this opinion letter, any reference to the "Income" shall mean the Income as defined and described in the Security Agreement and Absolute Assignment of Income.

7. No action by any governmental bureau, agency or commission having jurisdiction the Borrower, or the Income is requisite to the validity or enforceability of the Loan Documents.

8. The Borrower has the authority to assign its right to future income, including a right to receive common expense assessments, as provided in Section 47-244 of the Connecticut Common Interest Ownership Act ("Act") and the Declaration and By-Laws of the Borrower and all votes, ratifications and approvals required for the exercise of this authority have been obtained. The Borrower has complied with the provisions of Section 47-261e of the Connecticut Common Interest Ownership Act.

This opinion is subject to the qualifications that: (i) enforceability of the Loan Documents subject to and may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the rights and remedies of creditors and

contracting parties generally; (ii) enforceability of the Loan Documents is subject to and may be limited by general principles of equity applied by courts of applicable jurisdiction, including the enforcement by such courts of equitable remedies such as specific performance or injunctive relief and the application of other general principles of equity and public policy (regardless of whether enforcement is considered in proceedings of law or in equity); and (iii) certain of the rights, remedies and enforcement rights provided for in the Loan Documents may be limited or rendered unenforceable by applicable laws or judicial decisions governing such provisions, which laws and judicial decisions do not, in our opinion, make such Loan Documents or instruments legally inadequate for the ultimate practical realization of the principal benefits and/or security intended to be provided thereby, except for the economic consequences of procedural delay which result from the application of such laws or provisions.

The opinions expressed herein are also qualified to the extent that we express no opinion as to: (a) the existence of, status of title to, or ownership of any interest in any real, personal or mixed property; (b) the accuracy of any description of any real, personal or mixed property; (c) the existence of any liens, easements or other restrictions, encumbrances or limitations on any real, personal or mixed property; (d) the priority of the liens on or security or other interests in any real, personal or mixed property; (e) whether any provision of any Loan Document waiving trial by jury or designating an attorney for receipt of service of process or other attorney-in-fact or any other particular waiver, consent or indemnification not expressly permitted by statute in any jurisdiction is enforceable in that jurisdiction; (f) the validity of any non-judicial remedy that may be authorized under any of the Loan Documents; (g) the enforceability of any limitation of liability provision that purports to limit any duty or responsibility; (h) the enforceability of any waiver of rights granted by the Constitution of the United States of America, the Constitution of the State of Connecticut or by federal or Connecticut law; or (i) whether any specific provision contained in any of the Loan Documents may be unenforceable by reason of being contrary to the principles of public policy. Furthermore, we express no opinion as to the availability of the remedy of specific performance or injunctive or other equitable relief (whether enforcement is sought in equity or at law) upon any breach of the Loan Documents inasmuch as the availability of the remedy of specific performance or injunctive or other equitable relief is subject to the discretion of the court before which any proceeding for such remedy may be brought.

The opinions expressed herein also are subject to the assumptions, qualifications and other matters set forth on Schedule A attached hereto.

This opinion is a single, integrated document and may be referred to only in its entirety. This opinion is rendered as of the date hereof, and we disclaim any undertaking to advise you hereafter of developments hereafter occurring or coming to our attention, whether or not the same would (if now existing and known to us) cause any change or modification herein.

The above opinions are limited solely to the matters expressly set forth above. No other opinions are intended, nor should any be inferred here from.

This opinion has been furnished to you at your request, and we consider it to be a confidential communication which may not be furnished, reproduced, distributed or disclosed to anyone without our prior written consent except this letter may be furnished to any purchaser or potential purchaser of the Loan or to any governmental authority or as otherwise required by laws.

Very truly yours,

Pullman + Comley LLC/ASC
Pullman & Comley, LLC

Each specific opinion rendered herein is further subject to the following assumptions, but only as to any assumption if (i) we have no actual knowledge that the assumption is incorrect on the date of this opinion, and (ii) we relied on the particular assumption to our detriment in rendering such specific opinion:

1. Lender satisfied those legal requirements that are applicable to it to the extent necessary to make the Loan Documents enforceable against it; provided it is a party to the Loan Document in question.
2. Lender has complied with all legal requirements pertaining to its status as relates to its rights to enforce the specific Loan Document in question.
3. Each document obtained from a governmental agency is accurate, complete and authentic and all official public records (including their proper indexing and filing) are accurate and complete.
4. Lender has acted in good faith and without notice of any defense against the enforcement of any rights created by, or adverse claim to any property or security interest transferred or created as part of, the transaction.