



ANDREW M. CUOMO
Attorney General

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC CORNGOLD
Executive Deputy Attorney General
Division of Economic Justice

KENNETH E. DEMARIO
Bureau Chief
Real Estate Finance Bureau

(212) 416-6384

Dorami Realty Of New York Inc
c/o Dorami Realty Of New York, Inc
Attention: Jeanne Raffiani
146 Main Street
Tuckahoe, NY 10707

RE: 120 Vivabene Condominium
File Number: CD040446 Amendment No: 4
Date Amendment Filed: 06/12/2007 Filing Fee: \$225.00
Receipt Number: 86123

Dear Sponsor:

The referenced amendment to the offering plan for the subject premises is hereby accepted and filed. Since this amendment is submitted after the post closing amendment has been filed, this filing is effective for twelve months from the date of filing of this amendment. However, any material change of fact or circumstance affecting the property or offering requires an immediate amendment.

Any misstatement or concealment of material fact in the material submitted as part of this amendment renders this filing void ab initio. This office has relied on the truth of the certifications of sponsor, sponsor's principals, and sponsor's experts, as well as the transmittal letter of sponsor's attorney.

Filing this amendment shall not be construed as approval of the contents or terms thereof by the Attorney General of the State of New York, or any waiver of or limitation on the Attorney General's authority to take enforcement action for violation of Article 23-A of the General Business Law or other applicable law. The issuance of this letter is conditioned upon the collection of all fees imposed by law. This letter is your receipt for the filing fee.



Lisa Wallace
Assistant Attorney General

**Dorami Realty of New York, Inc.
146 Main St.
Tuckahoe, NY 10707
(914) 337-8569 x 5
fax (914) 337-9086**

May 5, 2007

Via Federal Express
Investment Protection Bureau
Real Estate Financing Section
Office of the Attorney General
120 Broadway
23rd Floor
New York, NY 10271

Re: 120 Vivabene Condominium
File Number: CD40446
Offering Plan filed: 5/20/05
Amendment No. 4 Updating Budget and Other Material Changes
Amendment No: 3 Post-closing Amendment
Amendments No. 1, 2 and filed by Attorney General
Amendment No. 3 accepted and filed by Richard Golden, Asst. AG
Plan Effective: 10/20/06
First Unit Closed: 12/7/06
Post-closing Amendment filed: 3/12/07
Term Extension: 9/12/07

Dear Sir or Madam:

Attached please find 3 copies of the Fourth Amendment to the Offering Plan (Updating Budget and Other Material Changes) submitted to you for acceptance and filing.

Please be advised that there is no outstanding rescission period and there is currently no investigation pending by the Office of the Attorney General regarding the Sponsor, a principal of the Sponsor or the Condominium property.

Our check in the amount of \$225 in payment of your filing fee is enclosed.

Please contact me if you have any questions or concerns regarding the foregoing.

Very truly yours,


Jeanne Ruffini
Corporate Counsel

Enclosures

FORM RS-2/CD-2

AMENDMENT FILING FORM
(Cooperatives, Condominiums, H.O.A.s, Timeshares, etc.)

Re: 120 VivaBene Condominium
(Address of Premises and/or Name of Project)

File No. : CD 40446 Amendment No. : 4 Plan Filing Date: 5/20/05

Sponsor: Dorami Realty of New York, Inc. Holder of Unsold Shares: Dorami Realty of New York, Inc.

Current Address: 146 Main St., Tuckahoe, NY 10707
(if different from address disclosed in plan)

Individual Attorney's Name: Jeanne Raffiani, Corporate Counsel

Law Firm: _____

Address: 146 Main St., Tuckahoe, NY 10707

Check whichever are applicable: (Failure to answer all questions will result in amendment's rejection).

- | | | |
|--|--|---|
| <input type="checkbox"/> Cooperative Condominium | <input type="checkbox"/> Commercial Only | <input type="checkbox"/> Conversion |
| <input checked="" type="checkbox"/> H.O.A. | <input checked="" type="checkbox"/> New Construction | <input type="checkbox"/> Eviction |
| <input type="checkbox"/> Timeshare | <input type="checkbox"/> Rehab | <input type="checkbox"/> Non-Eviction, since filing date |
| <input type="checkbox"/> Syndication Filing | <input type="checkbox"/> Vacant | <input type="checkbox"/> Non-Eviction, since Amend. No. <u> </u> |
| | <input type="checkbox"/> Loft | <input type="checkbox"/> Non-Eviction, by <u>this</u> Amend. |

Post-closing amendment has already been filed including all requirements of regulations (e.g. 13 NYCRR 18.5(f) for coops and 13 NYCRR 23.5(f) for condos)

Certified financial statements of income and expense have been provided for the calendar/fiscal year 12 mo. 2006 yr. to 12 mo. 2006 yr.

The last budget contained in the offering plan or any subsequent amendment is for the calendar/fiscal year commencing 4 mo. 2006 yr.

Check if this is a price change only amendment (e.g. 13 NYCRR 18.5(d)(1) for coops).

The primary purposes of this amendment are as follows:

Continued on attached sheet.

I (We) hereby certify under penalty of perjury that the offering plan or filing for the subject premises as amended by the proposed amendment complies with Article 23-A of the General Business Law and applicable regulations promulgated by the Department of Law.

DATED:

May 5, 2007

Tuckahoe, New York

SPONSOR

by:

Philip Raffiani U.P.
PRINT NAME AND TITLE

IN CAPACITY OF

- principal(s) of sponsor
- holder(s) of unsold shares

OTHER SIGNATORIES: (Print names underneath)

SWORN TO BEFORE ME
THIS 5th DAY OF May, 2007.

NOTARY PUBLIC

Rosa M. Torres
License # 01To6125454
Westchester County
Appointment Date 4-18-05
Expiration Date 4-18-09

Form RS-2/CD-2

Continuation

The primary purposes of this amendment are as follows:

1. Update the Condominium Budget 1/1/07 – 12/31/07.
2. File certified financial statements for fiscal year end 12/31/06.
3. Change the Escrow Agent and Escrow Agreement regarding same.
4. Change the Sponsor's Closing Attorney and Purchase Agreement regarding same.

INSTRUCTIONS ON WHO MUST SIGN THIS FORM:**If a Cooperative Offering Plan:**

If the amendment is submitted before the closing, or if the amendment disclosed the events that took place at the closing, the form must be signed by the sponsor and by one or more principals of the sponsor. If the amendment is submitted after the closing, the form must be signed all holders of unsold shares who join in the amendment as well as the sponsor and one or more principals of the sponsor if it still owns shares.

If a Condominium Offering Plan:

The form must be signed by the sponsor and by one or more principals of the sponsor.

If an H.O.A. Offering Plan:

The form must be signed by the sponsor and by one or more principals of the sponsor.

If a Timeshare Plan:

The form must be signed by the sponsor and by one or more principals of the sponsor.

INSTRUCTION ON FILING IN "PRIMARY PURPOSES" SPACE:

This space should indicate topics rather than a summary of the amendment, in order to permit categorization and routing of the amendment. (Examples: Offers sponsor financing; Updates disclosures of building condition; Changes to non-eviction plan; Offers rescission; Offers new exclusive period to tenants; Updates mortgage financing or refinancing; Updates financial statements: year ended _____, 19____; Updates budget for year commencing _____ 19____; Offers decorating allowance; Price Increase; Price Decrease; Increases reserve fund/working capital fund; Extends exclusive purchase period to tenants; Discloses effectiveness of plan; Post-Closing amendment; Extension of plan post-closing; Discloses status of sales; Discloses control of Board of Directors; etc.).

**FOURTH AMENDMENT TO THE OFFERING PLAN
OF CONDOMINIUM OWNERSHIP**

Condominium:

120 VivaBene Condominium

**Holder of Unsold Shares to Whom this Amendment
Relates ("Holder of Unsold Shares"):**

Dorami Realty of New York Inc.

This Amendment modifies and supplements the terms of the original Offering Plan dated May 20, 2006 and should be read in conjunction with the Offering Plan. The Offering Plan is hereafter referred to as the "Plan".

1. Budget Update.

The projected budget for the second year of operation from January 1, 2007 through December 31, 2007 has been completed as reflected in the attached Schedule A (as an attachment to the adequacy letter). An adequacy letter for this projected budget for the second year of operation is attached hereto as Schedule A.

2. Units under Contract.

As of the date of this Amendment, there are no pending, executed contracts for sale of a Unit.

3. Incorporation of Plan.

The Plan, as modified and supplemented herein, is incorporated herein by reference as if set forth herein at length.

4. Other Material Changes.

A. Sponsor's Closing Attorneys and Escrow Agent.

Sponsor's Closing Attorney and Escrow Agent have been changed. From the date of this Amendment, Sponsor's Closing Attorney and Escrow Agent will be as follows:

Escrow Agent: Anthony S. Colavita, Esq.

Escrow Account: Anthony S. Colavita, Esq. – 120 VivaBene Condominium Escrow Account

Bank Name and Address: HSBC, 356 White Plains Rd., Eastchester, NY 10709

Signatories: Anthony S. Colavita

Current interest rate: .05% (under \$100,000) 1.5% (over \$100,000)

Closing Attorneys: Anthony S. Colavita, Esq.

Address: 575 White Plains Rd., Eastchester, NY 10709

Telephone Number: (914) 793-1331

The foregoing changes apply to Section 11, paragraph 1 and 3 and Section 15, paragraph 1 A d, Part II, A-1 (see 4B of this Amendment) and Part II, H-1 (see 4C of this Amendment) of the Plan.

B. Purchase Agreement.

Part II, A-1 in the Plan is deleted and replaced with the attached Purchase Agreement (Schedule B). The Purchase Agreement has been modified to reflect the change to the Sponsor's Closing Attorneys and Escrow Agent.

C. Escrow Agreement.

Part II, H-1 in the Plan is deleted and replaced with the attached Form of Escrow Agreement with the new Escrow Agent (Schedule C). The Escrow Agreement has been modified to reflect the change in the Escrow Agent, Escrow Account, depository, signatories and current interest rate.

D. Certified Financial Statements.

Attached are the most recent certified Financial Statements for fiscal year end 2006 for the Condominium.

5. No Material Changes

Except as set forth in this Amendment, there have been no other material changes in the Plan.

6. Unsold Units.

There are 9 unsold Residential Units in the Condominium, identified as Units A – I in the Plan and the parking unit and garage unit.

7. Sponsor's Control.

The Sponsor controls the Board of Managers until the Annual Meeting of the Board following the earlier to occur of: (a) the transfer of title to Residential Units representing 90% of the Residential Units Common Interest or (b) 5 years after the First Closing, which was on December 7, 2006, per the Plan.

8. Sponsor's Disclosures.

- A. The aggregate monthly common charge payments for Units held by Sponsor is \$4,317.
- B. The aggregate monthly real estate taxes payable for Units held by Sponsor is \$7,477.
- C. 7 Units owned by the Sponsor are occupied by tenants with aggregate monthly rents of \$23,126.
- D. There are no financial obligations of the Condominium that will become due within 12 months from the date of this amendment.
- E. All unsold Units (Units A – I) and the parking unit and garage unit are subject to a mortgage loan from Hudson Valley Bank located at 27 Scarsdale Rd., Yonkers, NY 10707. The balance of the loan is \$2,681,572, the loan matures on 10/1/2010 with a balloon payment and the monthly loan payment is \$20,214.

- F. Sponsor's monthly obligations set forth above will be paid from sponsor's income from rental properties.
- G. Sponsor is current with all financial obligations of the Condominium, including but not limited to, payment of common charges, taxes, reserve or working capital fund payments, assessments and payments for repairs or improvements per the Plan, and the mortgage relating to unsold Units. Sponsor was current for all such obligations during the 12 months preceding the filing of this Amendment.
- H. The Sponsor is also the sponsor of 141 VivaBene Condominium, located at 141 Main St., Tuckahoe, NY 10707, Plan #CD05-0318. The 141 VivaBene Condominium offering plan is on file with the office of the Attorney General and is available for inspection. Sponsor is current with all financial obligations of 141 VivaBene Condominium, including but not limited to, payment of common charges, taxes, reserve or working capital fund payments, assessments and payments for repairs or improvements per the Plan, and the mortgage relating to unsold Units. Sponsor was current for all such obligations during the 12 months preceding the filing of this Amendment.

9. Definitions

All capitalized terms not expressly defined in this Amendment have the meanings given to them in the Plan.

HOLDER OF UNSOLD SHARES:

DORAMI REALTY OF NEW YORK, INC.

Dated: May 5, 2007

Schedule A

PRUDENCE MANAGEMENT INC.

26 DAWNING LANE
OSSINING, NEW YORK 10562
Fax / Phone (914) 762-9206

**CERTIFICATION OF EXPERT
ADEQUACY OF BUDGET**

Re: 120 VivaBene Condominium ("Condominium")
120 Main Street
Tuckahoe, New York

The sponsor of the Condominium Offering Plan, Dorami Realty of New York, Inc. ("Sponsor"), for the captioned property, retained Prudence Management Inc. to review the Budget and Notes for the Condominium, attached hereto ("Budget") which include projections of common charges payable by the owners of the Condominium Units for the calendar year 2007.

My experience in Real Estate is as follows:

I am a Certified Property Manager (CPM), a designation given by the Institute Of Real Estate Management, which is part of the National Association Of Realtors. I am a licensed Real Estate Broker in New York, and in Connecticut.

I have been involved with the construction, management, and sales of Residential Condominiums in Westchester County, New York since 1975.

I have been a member of Condominium Boards Of Managers, and the Managing Agent for Condominiums, in Scarsdale, White Plains, and Yonkers.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Units in the Condominium.

I have reviewed the Budget as it impacts upon the Condominium Units and investigated the facts underlying it with due diligence in order to form a basis for this certification. I have also relied on my experience in managing residential, rental, and condominium buildings.

I certify that the projections in the Budget for common charges payable by the owners of the Units appear to be reasonable and adequate under the existing circumstance to meet the anticipated operating expenses fairly attributable to such Condominium Units for the projected calendar year 2007, and that the allocation of common charges attributable to the Units also reflects special or exclusive control of particular common areas.

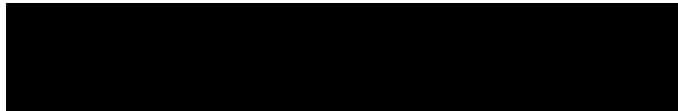
I certify that the estimates in the Budget for the common charges payable by the owners of the Units:

- (i) sets forth in detail the projected income and expenses for the calendar year 2007;
- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the Units;
- (iii) does not omit any material fact;
- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment, or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where I:
 - (a) knew the truth;
 - (b) with reasonable effort could have known the truth;
 - (c) made no reasonable effort to ascertain the truth; or
 - (d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by the sponsor. I understand that a copy of this certification is intended to be incorporated into an amendment to the Offering Plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the Units for the calendar year 2007.

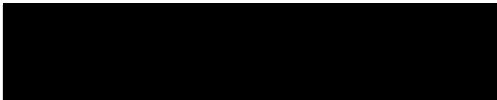
This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Prudence Management, Inc.



Louis M. Russo, CPM – President

Sworn to before me
this 10th day of May, 2007



Notary Public

BARBARA WOODARD
WESTCHESTER COUNTY
NOTARY PUBLIC, STATE OF NEW YORK
01W06034507
Exp-12/13/2009

5:17 PM
04/10/07
Cash Basis

120 VivaBene
Profit & Loss Budget Overview
January through December 2007

	Jan - Dec 07
Ordinary Income/Expense	
Income	
Condo Common Charges (01)	55,536.00
Total Income	55,536.00
Expense	
Repairs & Maintenance (02)	
Janitorial	2,520.00
Building Repairs	2,400.00
Total Repairs & Maintenance (02)	4,920.00
Utilities (03)	
Alarm	672.00
Telephone	384.00
Gas and Electric	6,120.00
Water	1,500.00
Total Utilities (03)	8,676.00
Services (04)	
Management Contract	9,600.00
Cleaning	2,520.00
Snow Removal	2,700.00
Landscaping	1,200.00
Total Services (04)	16,020.00
Insurance (05)	
Liability Insurance	15,000.00
Total Insurance (05)	15,000.00
Professional Fees (06)	
Accounting	5,700.00
Consulting	0.00
Legal Fees	300.00
Total Professional Fees (06)	6,000.00
General Expenses (07)	
Dues and Subscriptions	384.00
Filing Fees	600.00
Licenses and Permits	576.00
Supplies	
Office	360.00
Supplies - Other	900.00
Total Supplies	1,260.00
Total General Expenses (07)	2,820.00
Miscellaneous Expenses (08)	
Miscellaneous	2,100.00
Total Miscellaneous Expenses (08)	2,100.00
Total Expense	55,536.00
Net Ordinary Income	0.00
Net Income	0.00

**120 VIVA BENE CONDOMINIUMS
2007 BUDGET FOOTNOTES
FOR THE PERIOD JANUARY TO DECEMBER 2007**

1. The common charges amount represents the total common charges to be levied against and collected from the unit owners during the period represented by this budget. Common charges will be used by the board of managers to defray the operational expenses of the condominium. Common charges are allocated to the units based on their respective assigned common interests.
2. This expense represents the estimated cost for ordinary maintenance and repairs of the common elements including supplies, fixtures, hardware and other miscellaneous supplies. The Janitorial number represents the cost of a part time superintendent provided by the management company under its management agreement. The condominium does not have any employees.
3. This expense includes all utilities consumed by the common elements consisting of electricity for lighting and heat, water for fire, irrigation and cleaning, telephone for fire and safety and alarm monitoring for safety.
4. The expense covers the management fee for contract with Mirado Properties, Inc. and the estimated cost of general cleaning, snow removal, and landscaping.
5. Insurance is based on the schedule of insurance as provided by Willis of North Carolina Inc., 301 South Tryon St., Two Wachovia Center Suite 2600, and Charlotte, NC 28282. The Coverage is as follows:

All Risk policy which includes replacement cost coverage:	\$4,000,000
Personal property	\$100,000
General Liability:	\$1,000,000
Non Owned and Hired Car:	\$1,000,000
Directors and Officers	\$1,000,000
Umbrella	\$15,000,000
6. This includes both a certified audit and the preparation of federal and state tax returns. It is based on a quotation for the firm of Mcguigan and Tombs Co CPA's of Wall New Jersey. Legal fees are estimates of the cost of collection for delinquent unit holder fees.
7. This includes the cost of parking lot license fees, photocopying, mailing charges and any miscellaneous taxes, office expenses and other unknown charges and expenses.
8. This is a reserve for contingencies for any unforeseen costs and expenses which might be incurred during the operation of the condominium.

Schedule B

PURCHASE AGREEMENT

**120 VIVABENE CONDOMINIUM AT 120 MAIN STREET,
TUCKAHOE, NEW YORK**

Home No.: _____		Percentage of Common Interest: _____
Purchaser(s):		Tel. No.
Name		Fax No.
Address		
Purchaser(s):		
Name		Tel. No.
Address		Fax No.
Purchaser's Attorney:		
Name		Tel. No.
Address		Fax No.
		Email:
Purchase Price	\$	
Down Payment	\$	(Payable to "Anthony S. Colavita, Esq.- 120 VivaBene Condominium Escrow Account")
Balance Due at Closing	\$	

Statement of Seller:

DORAMI REALTY OF NEW YORK, INC., with an address at 146 Main Street, Tuckahoe, New York 10707, a New York corporation ("**Seller**"), has promulgated a Plan of Condominium Ownership ("**Plan**") for 120 VivaBene Condominium ("**Condominium**") pursuant to which the land, with appurtenances, and the homes ("**Homes**") being constructed thereon by Seller, located in the Town of Eastchester, Village of Tuckahoe, County of Westchester, will be declared to be a Condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

Statement of Purchaser:

Purchaser acknowledges as follows:

Purchaser has received and read a copy of the Plan and all filed amendments thereto. The Plan and amendments, which include the Declaration to be made by the Seller and to be recorded in the Office of the Westchester County Clerk, the schedules, By-Laws and Rules and Regulations attached thereto, are incorporated herein by reference and made part of this Agreement with the same force and effect as if fully set forth herein.

PURCHASER HAS HAD THE OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR NOT LESS THAN THREE (3) BUSINESS DAYS.

Purchaser is desirous of purchasing the above-numbered Home, as designated in the Declaration and on the floor plans filed or to be filed in the aforesaid County Register's Office, together with an undivided interest in the Common Elements appurtenant thereto (the above-numbered Home and the undivided interest being hereinafter collectively called the "**Home**");

Agreement Between Seller and Purchaser:

For good and valuable consideration, receipt of which is hereby acknowledged, Seller and Purchaser mutually agree as follows:

1. **Payment for Home:** Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Home for the Total Purchase Price stated above. The Down Payment stated above has been paid on the signing of this Agreement, receipt of which by check, subject to collection, is hereby acknowledged by Seller. The Balance Due at Closing shall be payable at the closing of title, as hereinafter provided in Paragraph 3, by unendorsed certified check of Purchaser, or teller's or cashier's check, drawn on a bank or trust company which is a member of the New York Clearing House Association, to the order of the Seller or as Seller may direct.

2. **Acceptance by Seller.** Within twenty (20) days after delivery to Seller or its Agent by Purchaser of this Purchase Agreement, executed by Purchaser, Seller will either:

(a) accept this Agreement and cause to be returned to Purchaser a fully executed counterpart thereof; or

(b) reject this Agreement offer and refund the down payment tendered by Purchaser. If Seller takes no action within the aforesaid twenty (20) day period the Purchase Agreement shall be deemed null and void and the down payment shall be returned.

3. **Closing of Title:** The closing of title shall take place on no less than thirty (30) days written notice to Purchaser at such place as Seller may designate, at an hour and on a date (hereinafter called the "**Closing Date**") to be specified by Seller. The closing of title may be adjourned to such later date as the parties may agree upon in writing, or otherwise as set forth in the following paragraph, and the adjourned date shall then be deemed the Closing Date hereunder. Purchaser shall be entitled to one reasonable adjournment of up to thirty (30) days, on five (5) days written notice by Purchaser to Seller, subject to the provisions of Paragraph 7. However, Purchaser may not seek an adjournment of any kind based upon any provision set forth in Paragraph 18 herein. **TIME WILL BE OF THE ESSENCE AS TO THE ADJOURNED CLOSING DATE.**

The Seller shall be entitled to reasonable adjournments in the closing of title in the event of delays by reason of weather conditions, strikes or material shortages, or delays in inspections and reports thereon, or other requirements. However, if Seller shall be unable to convey title to the Home within twelve (12) months after the projected date for the first Home closing under the Plan, except for (i) delays due to strikes, acts of God, wars, lockouts, military operations, national emergencies, installation of public utilities, governmental restrictions preventing Seller from obtaining necessary supplies or materials, or (ii) Purchaser's default, Seller or Purchaser shall have the right to cancel this Purchase Agreement upon written notice within fifteen (15) days subsequent to the end of such twelve (12) month period, and upon such cancellation, Purchaser shall be entitled to the return of any moneys paid by Purchaser to Seller under the terms of this Agreement, with interest, if any.

At the closing of title, Seller shall deliver to Purchaser a bargain and sale deed in the form contained in Part II of the Plan, with covenant against grantor's acts, conveying the Home to Purchaser, executed and acknowledged by Seller in form for recording.

Title to the Home will close only after, or concurrently with, the occurrence of the events set forth in "Conditions of Closing Title to Individual Units" in Section 14 of the Plan, entitled "Terms of Sale".

4. **Power of Attorney to Board of Managers and Seller:** At the closing of title and simultaneously with the delivery to Purchaser of the deed conveying the Home, Purchaser shall execute and acknowledge the power of attorney to the Board of Managers and the Seller in the form contained in Part II of the Plan. Purchaser agrees to deliver such power of attorney to Seller at the closing of title for recording and to pay the recording fee.

5. **Limited Financing Contingency:**

(a) If Purchaser is electing to obtain financing, the obligations of Purchaser hereunder are conditioned upon issuance on or before the 45th day after the date of this Agreement of a written commitment from certain lending institutions that are designated by the Sponsor (“**Sponsor Designated Lender**”) on or before the date of this Purchase Agreement, subject to the following conditions and limitations:

(i) The financing contingency is only applicable to mortgage financing of no more than 80 percent (80%) of the purchase price (or such lesser amount as Purchaser shall apply for) at the Sponsor Designated Lender’s prevailing rate of interest and for a customary loan term, secured by a first mortgage on the Home;

(ii) Purchaser shall apply to at least one (1) Sponsor Designated Lender for such first mortgage loan within ten (10) days after the date of this Agreement;

(iii) Purchaser shall furnish accurate and complete information to the Sponsor Designated Lender relating to Purchaser, as required;

(iv) Purchaser shall pay all fees, points and charges required in connection with such application and loan; and

(v) Purchaser shall pursue such application with diligence, and generally cooperate in good faith with such Sponsor Designated Lender to the end of securing such first mortgage. Purchaser shall notify the Sponsor promptly of the name and address of each Sponsor Designated Lender or other lender to which Purchaser has given an application. Purchaser shall furnish Seller with a copy of such commitment promptly after receipt thereof. If Purchaser fails to obtain such a commitment from a Sponsor Designated Lender on or before the 45th day after the date of this Agreement, Purchaser shall have the right to cancel this contract by giving notice to Seller by the 50th day after the date of this Agreement. Upon cancellation, the Down Payment and accrued interest shall be promptly refunded to Purchaser, and neither party shall have any further rights against, or obligations or liabilities to the other by reason of this Agreement. If Purchaser does not give such notice to Seller on or before the 50th day after the date of this Agreement or if the Purchaser has not applied to at least one (1) Sponsor Designated Lender, this Agreement shall not be terminated by virtue of this paragraph and the Agreement shall remain in full force and effect, except that Purchaser’s right to cancel under this Paragraph shall be deemed waived. A mortgage commitment conditional upon the Purchaser's selling any property that Purchaser owns, the liquidation or reduction of any existing installment debt prior to closing, or the furnishing of documents and information reasonably available to Purchaser, shall be deemed a firm mortgage commitment which satisfies the limited financing contingency clause in this Agreement.

(b) If Purchaser obtains a financing commitment from a Sponsor Designated Lender and the commitment lapses or expires before the actual closing date through no fault of Purchaser, Purchaser shall make a good faith effort to extend the commitment, including payment of a reasonable and customary extension fee to the Lender and acceptance of changes in the interest rate to reflect prevailing market conditions. If the Lender is unwilling to extend the commitment on those terms, Purchaser shall have the right to cancel this Agreement by notice given to Sponsor

within ten (10) days after receiving the Sponsor Designated Lender's notice of refusal to extend the commitment. In case of cancellation, the applicable provisions of subsection (a) shall apply.

(c) As used in this Agreement, "Lender" means any person or entity in the business of making loans to persons seeking to purchase residential homes. A mortgage broker who does not have independent lending capacity shall not be deemed to be a "Lender" under this Agreement.

(d) In the event that Purchaser uses a lender other than the Sponsor Designated Lenders, no financing contingency will apply to this Agreement. As a result, Purchaser will not have the right to cancel the Purchase Agreement if the Purchaser fails to obtain mortgage financing, or if the Purchaser's existing mortgage financing lapses or is canceled.

6. Condition of Title:

(a) Seller agrees to convey to Purchaser title in fee simple to the Home, free and clear of all liens and encumbrances other than those set forth in the Plan (specifically in Part I thereof in the section titled "Terms of Sale") and Exhibits submitted in connection therewith. Notwithstanding the above, the existence of unpaid taxes or liens of any kind at the time of title closing shall not constitute an objection to title, provided that a reputable title insurance company licensed to do business in the State of New York shall be willing to insure against collection of same from the Home herein described. The parties agree that the Seller may pay and discharge any liens and encumbrances upon the property, not provided for in the Plan or this Agreement, out of the monies to be paid by the Purchaser at the time of closing title.

(b) Purchaser agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any building loan mortgage or development loan mortgage and any advances heretofore or hereafter made thereon, and any payments or expenses which at any time were or may be incurred pursuant to the terms thereof, incidental thereto or to protect the security thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments. However, at closing the Home will be conveyed free and clear of all mortgage liens.

7. Expenses of Closing and Closing Adjustments:

(a) Purchaser will pay the closing costs and expenses referred to in the Section of the Plan (as same may be amended to date) entitled "Home Closing Costs and Adjustments", including the following:

(i) fee title insurance;

(ii) deed, power of attorney and any mortgage agreements recording fee;

(iii) mortgage costs chargeable by the lender, mortgage title insurance, and

mortgage taxes (including a reimbursement to the Seller for mortgage tax previously paid by the Seller as per subsection (d) below);

(iv) two months' common charges and real estate taxes for the working capital fund (unless the Sponsor has previously made such contribution, in which case payment shall be made to the Sponsor);

(v) attorneys' fees of Seller (as detailed in the Plan), Purchaser and Mortgage Lender (if any);

(vi) New York State real property transfer taxes attributable to the transfer of the Home, as described in the Plan;

(vii) Escrow for real estate taxes payable with respect to the Home for the next tax payment period following the Closing Date; and

Purchaser should refer to Section 14 of the Plan for a detailed description and calculation of the estimated closing costs and adjustments to be borne by Purchaser.

(b) If Purchaser adjourns the Closing, the Purchaser will be liable for all common charges and real estate taxes assessed against the Home from and after the scheduled closing date.

(c) Except as otherwise provided in this agreement, real estate taxes and Common charges and expenses shall be adjusted between Seller and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Seller in excess of Two Hundred (\$200.00) Dollars will be paid by certified check or bank check.

(d) Prior to the Closing Date, the Seller will have paid a mortgage recording tax for a construction loan mortgage on the Property. Pursuant to Section 339-ee(2) of the New York Real Property Law, it is specifically understood that such credit shall inure to the benefit of Seller. Accordingly, at closing, each purchaser electing mortgage financing shall pay the full amount of the mortgage recording tax chargeable on the amount being financed, without regard to any credit to which the Sponsor is entitled under Section 339-ee(2), and the Sponsor will be reimbursed out of such payment at closing to the extent of any mortgage tax credit allowed.

8. Default by Purchaser:

(a) If Purchaser shall fail to pay any portion of the purchase price when due; fail to close title on the date, hour and place specified by Seller pursuant to Paragraph 3 hereof; fail to perform any of Purchaser's other obligations hereunder; or if any of Purchaser's representations in this Agreement shall be untrue in any respect, Purchaser shall be in default, and Seller may send a notice to Purchaser to cure the default within thirty (30) days. If within the thirty (30) day period Purchaser shall fail to cure the default, Seller, at its option, may cancel this Agreement by notice of cancellation to Purchaser. If Seller shall elect to cancel this Agreement, Seller shall certify to its

counsel that title has not closed because of Purchaser's default and that Seller has elected to cancel this Agreement by reason thereof Counsel shall thereupon pay over to Seller as liquidated damages the Down Payment and the interest earned thereon, if any. Upon such payment being made each of the parties hereto shall be relieved of any further liabilities or obligations hereunder. If this Agreement shall be canceled by Seller, Seller may sell the Home to any third party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. Counsel may rely upon the truth and accuracy of the facts contained in Seller's certification and the authority of the person or persons executing the same and shall have no liability as a result of such reliance.

(b) TIME IS OF THE ESSENCE AS TO PAYING THE BALANCE DUE, AND AS TO CURING ALL DEFAULTS WITHIN ANY GRACE PERIODS GRANTED HEREUNDER. FAILURE TO MAKE A PAYMENT WITHIN THE GRACE PERIOD AFTER A PURCHASER IS CALLED UPON TO MAKE SUCH PAYMENT MAY RESULT IN LOSS OF THE DOWN PAYMENT AND CANCELLATION OF THE PURCHASE AGREEMENT. Purchaser should consult his or her own attorney prior to executing a Purchase Agreement.

(c) In the event of an uncured default by Purchaser in his or her obligations under the Purchase Agreement, no more than 10 percent (10%) of the purchase price, plus any interest earned thereon and the cost of any special work performed for the Purchaser, may be retained as liquidated damages. Seller agrees not to seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser. No down payment or other monies shall be released pursuant to an uncured default by Purchaser before the First Home Closing

9. **Agreement Subject to Plan Becoming Effective; Seller's Right to Cancel:** This Purchase Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Seller at any time prior to its being declared effective and shall be abandoned and deemed abandoned if it has not been declared effective within the time prescribed by the Plan. If the Plan is abandoned or does not become effective this Purchase Agreement shall be deemed canceled, and the plan terminated and not later than forty-five (45) days thereafter, all monies paid by Purchaser hereunder shall be refunded in full, and upon such repayment no party shall have any claim against any other party, person or entity, and all parties shall be released from all obligations hereunder and under the Plan. Seller may cancel this agreement if any of the following occur: (a) any government bureau, department or subdivision thereto shall impose restrictions on the manufacture, sale, distribution, or use of materials necessary in the construction of residential housing and such restrictions shall prevent the Seller from obtaining such materials from its regular suppliers or from using same in the construction or completion of the dwellings; or (b) Seller is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements, national emergencies, acts of God or if the installation of public utilities is restricted or curtailed. If Seller elects at any time to cancel this agreement pursuant to any rights granted under the Plan, Seller's cancellation shall be effective by forwarding its check in the full amount paid by the Purchaser and interest earned, together with a notice in writing, addressed to the Purchaser at his address set forth on page 1.

10. **Agreement May Not Be Assigned:** Purchaser shall have no right to assign this Agreement without the prior consent in writing of Seller and any purported assignment of this

Agreement in violation hereof shall be voidable at the option of Seller.

11. **Survival:** The closing of title to the Home and the delivery of the deed thereto shall be deemed full compliance by Seller with each and every term of this Purchase Agreement, except as to any item specifically listed and excepted therefrom.

12. **No Representations:** Except as specifically set forth herein or in the Plan, Purchaser acknowledges that he has not relied upon any architect's plans, sales plans, selling brochures, representations, warranties or statements of any nature, whether made by Seller, the Selling Agent, Seller's Counsel, or otherwise, including, but not limited to, any relating to the description or physical condition of the building or the Home, the size or the dimensions of the Home or the rooms therein contained or any other physical characteristics thereof, the building services, the estimated Common Charges and expenses allocable to the Home, the availability of any tax benefits, or the right to any income tax deduction on account of any real estate taxes or mortgage interest paid by Purchaser. Purchaser agrees that Seller shall have no liability or responsibility to Purchaser if the layout or dimensions of the Home or any part thereof or of the Common Elements as shown on the floor plans or on the architectural plans and specifications for the building are not accurate or correct provided such layout or dimensions conform substantially to the floor plans and the architectural plans and specifications for the building and the site as modified or supplemented in accordance with the Plan and that Purchaser will not be relieved from his obligations hereunder by reason of any minor inaccuracy or error.

13. **Recording of Deed and Power of Attorney:** At the closing of title, Purchaser will deliver the executed deed received from Seller and executed and acknowledged power of attorney to the representative of the title company, if any, or to Seller for recording in the Office of the City Register, County of Westchester. Such deed and power of attorney will be in the forms annexed hereto (and made a part hereof) as set forth in Part II of the Plan.

14. **Binding Effect:** This agreement shall not be effective or binding on Seller until a counterpart hereof is executed by Seller and delivered to Purchaser. Subject to the provisions hereof, this Purchase Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

15. **Monies to be Held in Trust, Payment of Purchase Price; Notice of Closing:** The required down payment pursuant to this Agreement will be 10 percent (10%) of the purchase price for the Home as set forth in the Plan, as amended. Anthony S. Colavita, Esq. is the escrow agent under this Agreement ("**Escrow Agent**"). All monies received by Seller through its agents or employees pursuant to this Agreement will be deposited with HSBC, 356 White Plains Road, Eastchester, NY 10709, in an account or accounts entitled "**Anthony S. Colavita, Esq. -120 VivaBene Condominium Escrow Account**" or similar name, which account or accounts shall be interest-bearing for the benefit of the Purchaser in accordance with Section 71-a(3) of the Lien Law. Such funds will be held in trust in accordance with the escrow and trust provisions of Sections 352(h) and 352-e(2)(b) of the New York General Business Law, and Regulations, if any, promulgated pursuant to said Section 352-e(2)(b). Such funds will be disbursed only upon the signature of Counsel for the Sponsor as follows: (i) to Seller if the Plan is declared effective and title closes hereunder or if Purchaser defaults hereunder; or (ii) to Purchaser if the plan is abandoned

or withdrawn or title does not close because of Seller's default, or this Agreement is canceled (without default by either party) in accordance with its terms. Down payments, with any accumulated interest, shall remain the property of the Purchaser except as provided by law.

Down payments will be retained in the Escrow account as set forth above until: (i) Seller performs under the terms of the Purchase Agreement; (ii) Purchaser rescinds or defaults in performance, thereby excusing performance by Seller; (iii) release or discharge of Seller's liability to refund such down payment; (iv) upon transfer of title to the Home to the Purchaser; or (v) by mutual consent of Seller and Purchaser.

The parties acknowledge that the Escrow Agent for the down payment is also counsel for the Sponsor. Purchaser agrees that in case of any dispute relating to the disposition of the down payment, counsel for the Sponsor may continue to represent the Sponsor.

The provisions of Section 10 (11) and (12) (entitled "Procedure to Purchase") of the Plan are incorporated into this Agreement as if set forth in full herein.

16. **Equipment and Furnishings:** Seller will provide Purchaser only with fixtures, equipment, hardware, appliances and furnishings referred to in the Plan, which are included in the purchase price of the Home. Furnishings, equipment, appliances and decorations in any model Home or sales office that are not referred to in the Plan are excluded from this sale unless specifically included by a rider to this Purchase Agreement. The cost of any such special items will be an addition to the purchase price.

17. **Acceptance of Condition of Home; Risk of Loss:**

(a) Purchaser shall accept title without abatement in or credit against the purchase price, and without provision for escrow, notwithstanding that Seller may not have completed construction of (i) minor details of the Home or the Building; (ii) another Home; or (iii) portions of the Common Elements that do not materially affect Purchaser's access to and use of the Home.

(b) (i) The risk of loss from fire or other casualty with respect to each Home shall remain with Seller until the closing of title, but without any obligation or liability by Seller to repair or restore any Home. In case of damage or destruction of a Home due to fire or other casualty prior to the closing, Seller will have the right to elect whether to repair or restore the Home, which election shall be in the Seller's sole discretion. If the Seller elects to restore the Home, the Purchase Agreement shall continue in full force and effect, and the Purchaser shall not have the right to reject title or receive a credit or abatement against the purchase price for the Home. In that event the Seller shall be entitled to a reasonable period of time within which to complete the repair or restoration, not to exceed twelve (12) months, and any insurance proceeds shall belong solely to the Seller. If the Seller elects not to restore the Home, or (if the damage occurs after the establishment of the Condominium but before closing of title to the Home) and the Board of Managers elects not to restore the common elements of the Condominium, or if the period of repair will exceed twelve (12) months, the Purchase Agreement shall be deemed cancelled, the Seller shall return to Purchaser all sums deposited thereunder (together with interest), and the parties shall have no further liability to

each other. Purchaser may nullify such cancellation (provided the damage relates solely to an individual Home and does not affect the common elements of the Condominium) by notice given within 10 days thereafter, agreeing to take title subject to the damage without abatement or reduction in the purchase price, but with an assignment of all insurance proceeds or condemnation awards allocable to the repair of the Home. In that case, at closing the Seller shall assign to the Purchaser all insurance proceeds or condemnation awards allocable to the Home and the Seller shall have no further responsibility to repair the Home. The foregoing rights apply only if Purchaser is not in default. If Purchaser is in default under the Purchase Agreement at such time, the Purchaser may not nullify the Seller's option to cancel and the Seller may retain all sums paid as liquidated damages.

(ii) Notwithstanding part (i), if Purchaser enters into actual possession of a Home prior to the closing of title, the Purchaser shall bear the risk of loss or other casualty with respect to that Home, i.e., the Purchaser will be obligated to bear the cost of restoring the Home to the same extent as if the Purchaser had already taken title.

18. Inspection, Condition of Units: At least one (1) day before Closing, a representative of the Sponsor and Purchaser shall inspect the Home. At the conclusion of the inspection Purchaser will complete and sign an inspection statement in the form annexed as Exhibit A. Purchaser's signing of this Purchase Agreement and the inspection statement shall constitute its acceptance of the Home and the Building in the condition in which it shall be at the time of Closing, subject to the "Exceptions" noted on the inspection statement, including the existing kitchen, bathroom and other appliances, fixtures, equipment, air conditioning units and installations, if any, which are owned by the Sponsor. By closing title, Purchaser waives any claim regarding the condition of the Home except as set forth in the inspection statement. Purchaser shall be in default under this agreement if Purchaser fails to inspect the Home with a representative of the Sponsor on or before the day before the scheduled Closing Date. Except as expressly provided in this Agreement or the Plan, Sponsor shall have no obligation to repair or improve the Home, any portion of Property, or the appliances, equipment, or fixtures attached to or used in connection with the Home or the Property.

19. Possession of Home Prior to Closing: It is expressly understood and agreed that the Purchaser shall in no event take possession of the Home prior to the time of the delivery of the deed and full compliance by the Purchaser with the terms of this agreement, and should the Purchaser violate this provision, the Purchaser consents that the Seller shall have the right to remove him from the Home as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default hereunder at the option of the Seller, and if the Seller so elects, the Seller may cancel this Agreement and the amount deposited hereunder shall belong to the Seller as liquidated damages deemed earned hereunder. It is further understood and agreed that the Seller will not be responsible for damage or loss to any property belonging to Purchaser, whether same is delivered to the property before, on or after the closing of title herein.

20. Limitation of Seller's Liability: Except as may otherwise be required by law, the Seller's liability under this agreement for failure to complete any portion of the Home or Building, or deliver title for any reasons whatsoever shall be limited to the return of the money deposited hereunder (with interest, if any), and upon the return of said money, this

Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, the Seller shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the Home marketable or to cure any objection to title.

21. **Definitions:** The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligations shall be deemed joint and several. The terms used herein shall have the same meanings as ascribed thereto in the Plan.

22. **Gender:** The use of the masculine gender in this Purchase Agreement shall be deemed to refer to the feminine gender or to an entity whenever the context so requires.

23. **Other Agreements:** This Purchase Agreement supercedes any and all understandings and agreements between the parties and constitutes the entire agreement between them and no oral representations or statements shall be considered a part hereof.

24. **Amendment of Purchase Agreement:** This Purchase Agreement may not be amended, altered or discharged except by agreement in writing signed by the party sought to be charged therewith or by his, her or its duly authorized agent.

25. **Brokerage:** Purchaser represents and warrants to Seller that Purchaser did not negotiate with any broker for the purchase of the Home other than Clare D. Leone ("Selling Agent"). Purchaser hereby agrees to indemnify, defend and hold harmless Seller, the Selling Agent, and their respective agents, counsel and employees, from any claims by any other broker that alleges that it has dealt with Purchaser in connection with the purchase of the Home.

26. **Governing Law:** This Purchase Agreement shall be governed by and construed in accordance with the law of the State of New York.

27. **Jury Waiver:** Purchaser hereby waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with this Purchase Agreement, or the relationship of the parties as Purchaser and Seller, or the right of Purchaser to any statutory relief or remedy.

28. **Binding Effects of Declaration, By-Laws, Plan, Rules and Regulations:** Purchaser hereby agrees to be bound by the Declaration, By-Laws, the Rules and Regulations and the Plan.

29. **Notices:** Whenever, under the provisions of this Agreement, notice is required to be given by or to any party such notice shall be sufficient if in writing sent by mail or overnight carrier to the address follows: if to Purchaser, at the address set forth on page 1 or at such other address as Purchaser may hereafter designate in writing; and if to Seller, to: Dorami Realty of New York, Inc., 146 Main Street, Tuckahoe, New York 10707, and will be

deemed received within 3 days of depositing same with the post office or 2 days of depositing same with an overnight carrier.

30. **Conflict with Plan:** Any conflict between the Plan and this Purchase Agreement will be resolved in favor of the Plan.

31. **Captions:** The captions in this Purchase Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Purchase Agreement, or the intent of any provision hereof.

32. **No Recording:** This Purchase Agreement shall not be recorded. Recording of the Purchase Agreement is an event of default hereunder.

33. **Separability of Provisions:** Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

33. **Bona Fide Purchase:** Purchaser represents that:

(i) he or she is an individual over eighteen years of age;

(ii) he or she is a bona fide purchaser of the Home for occupancy or investment; and

(iii) he or she is not an employee, shareholder, member or limited partner of the Sponsor, Selling Agent, or any principal thereof, nor is he or she related by blood, marriage or adoption or as a business affiliate to the Sponsor or the Selling Agent.

In witness whereof, each party has signed this Agreement.

Dated:

Purchaser

Purchaser

Accepted: DORAMI REALTY OF NEW YORK, INC.

By: _____

Dated: _____

EXHIBIT A

EXHIBIT B

FINAL INSPECTION STATEMENT

Date: _____

DORAMI REALTY OF NEW YORK, INC.
 146 Main Street
 Tuckahoe, New York 10707

Re: Home ___ at
 120 VivaBene Condominium
 120 Main Street
Tuckahoe, New York

Ladies and Gentlemen:

This is to confirm that based on the undersigned's personal inspection of the above-referenced Home, I (we) have found the Home, its floors, walls, doors, fixtures, appliances, equipment, hardware and all other items listed below, to be in good and satisfactory condition, free of chips, mars, scratches, breaks or other defects, except for those matters(if any) expressly noted below under "exceptions" requiring repair, adjustment or correction:

	Exceptions (if any)	Purchaser's Initials
1. Walls		
2. Floors		
3. Ceilings		
4. Windows (glass, sash, pane, sills, etc.)		
5. Doors		
6. Electric Fixtures		
7. Painted Surfaces		
8. Kitchen Cabinets		
9. Appliances		
10. Kitchen Sink		
11. Medicine Cabinet(s)		

	Exceptions (if any)	Purchaser's Initials
12. Vanity(ies)		
13. Water Closet(s)		
14. Bathtub(s)		
15. Shower Door(s)		
16. Bathroom tile		
17. Hardware (doorbell, doorknobs, faucet(s), locks, etc.)		
18. Other		

We understand that to prevent pilferage certain items such as medicine cabinet doors, shower heads, toilet seats and towel bars will be installed just prior to the date we move in.

The undersigned will sign and deliver to Sponsor a separate statement signifying our satisfaction with each item excepted above (if any), immediately upon the completion of the repair, adjustment or correction of same.

The undersigned understands and agrees that Sponsor shall not be obligated to make any repairs, adjustments or corrections to the Home or any portion thereof or its fixtures, appliances, equipment, etc., contained therein, from or after the date of delivery of possession of the Home to the undersigned, except as to those items (if any) expressly excepted above (and Sponsor's obligation regarding any such excepted items shall cease upon the completion of the repair, adjustment or correction of same).

Very truly yours,

Purchaser's Signature

Purchaser's Signature

Acknowledged:
 DORAMI REALTY OF NEW YORK, INC.

By:
 Authorized Representative

Schedule CESCROW AGREEMENT

AGREEMENT made this 1st day of _____ 2004, between Dorami Realty of New York, Inc. ("Sponsor") as sponsor of the offering plan and Anthony S. Colavita, Esq. ("Escrow Agent") as escrow agent.

WHEREAS, Dorami Realty of New York, Inc. is the sponsor of an offering plan to convert to condominium ownership the premises located at 120 Main Street, Tuckahoe, New York, which premises are known as 120 VivaBene Condominium; and

WHEREAS, Anthony S. Colavita, Esq. is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Section 352-e (2-b) 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 and subscribers, pursuant to the terms of this agreement.

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 SPONSOR and ESCROW AGENT hereby establish an escrow account with ESCROW AGENT for the purpose of holding deposits or payments made by purchasers or subscribers. The escrow account has been opened with HSBC at its branch located at 356 White Plains Road, Eastchester, NY 10709. The account number is _____.

1.2 The name of the account is Anthony S. Colavita, Esq.- 120 VivaBene Condominium Escrow Account.

1.3 ESCROW AGENT is the sole signatory on the account.

1.4 The escrow account shall be an interest-bearing account as disclosed in the offering plan.

1.5 The escrow account is not an IOLA established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All funds received from prospective purchasers or subscribers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payer, shall be deposited in the escrow account. All instruments to be deposited into the escrow account shall be made payable to, or endorsed by, the purchaser or subscriber to the order of Anthony S. Colavita, Esq. as escrow agent for the 120 VivaBene Condominium offering plan. Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be returned to the prospective purchaser or subscriber 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 subscription or purchase agreement, ESCROW AGENT shall notify the purchaser of the deposit of such funds in the bank indicated in the offering plan, provide the account number, and disclose the initial interest rate.

3. RELEASE OF FUNDS.

3.1 ESCROW AGENT shall not release the escrowed funds of a defaulting purchaser until after consummation of the plan as defined in the Attorney General's regulations. Consummation of the plan shall not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

- 3.2 ESCROW AGENT shall continue to hold the funds 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 to the release of the escrowed funds to (a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the plan or an amendment to the plan or (b) all purchasers after an amendment abandoning the plan is accepted for filing by the Department of Law.
- 3.4 If there is no written agreement between the parties to release the escrowed funds, 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 funds 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 has so notified ESCROW AGENT in accordance with such provisions.
- 3.5 All funds received by Sponsor for upgrades or extras will initially be placed in the Escrow Account. However such funds may be released from the Escrow Account by the ESCROW AGENT upon request as long as the Sponsor uses the funds for such upgrades or extras. As a result, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds used for upgrades or extras.

4. RECORD KEEPING.

- 4.1 ESCROW AGENT shall maintain all records concerning the escrow account for seven

(7) years after release of the funds.

4.2 Upon the dissolution of a law firm which was ESCROW AGENT, the former partners or members 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 his 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 accounts called for in this Agreement under the direct supervision and control of ESCROW AGENT.

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

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that SPONSOR and its agent, including any selling agent, shall immediately deliver all deposits and payments received by them prior to closing of an individual transaction to ESCROW AGENT.

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.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is canceled, 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 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, which resignation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or
- (c) All shares or units offered pursuant to the plan have been sold and all sales transactions have been consummated.

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

8. SUCCESSORS AND ASSIGNS.

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

9. GOVERNING LAW.

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

10. ESCROW AGENT'S COMPENSATION.

10.1 SPONSOR agrees that ESCROW AGENT's compensation shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to ESCROW AGENT, if any, shall not be deducted from escrowed funds by any financial institution under any circumstances.

11. SEVERABILITY.

11.1 If any provision of this Agreement or the application thereof to any person or circumstances 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. ENTIRE AGREEMENT.

12.1 This Agreement, read together with GBL Section 352-e (2-b) 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 written above.

ESCROW AGENT:

By: _____
Anthony S. Colavita, Esq.

SPONSOR:

Dorami Realty of New York, Inc.

By: _____
Philip Raffiani, Vice President

120 VIVABENE CONDOMINIUM

Financial Statements

**For the Period August 12, 2006
(date of inception) to
December 31, 2006**



120 VIVABENE CONDOMINIUM

For the Period August 12, 2006
(date of inception) to December 31, 2006

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To the Board of Directors
of 120 Vivabene Condominium

We have audited the accompanying balance sheet of 120 Vivabene Condominium (the "Condominium"), as of December 31, 2006, and the related statements of operations and unit owners' equity and cash flows for the period August 12, 2006 (date of inception) to December 31, 2006. These financial statements are the responsibility of the Condominium's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Condominium as of December 31, 2006, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 2, the Condominium has not estimated the remaining lives and replacement costs of the common property and, therefore, has not presented information about the estimates of future costs of major repairs and replacements that will be required in the future that accounting principles generally accepted in the United States of America has determined is required to supplement, although not required to be a part of, the basic financial statements.



McGuigan Tombs & Company, PC
Certified Public Accountants

May 11, 2007
Manasquan, New Jersey

AICPA MEMBER DIVISION FOR CPA FIRMS * PRIVATE COMPANIES PRACTICE SECTION



120 VIVABENE CONDOMINIUMBalance Sheet
as of December 31, 2006

ASSETS

Cash and cash equivalents \$ 13,544\$ 13,544

LIABILITIES AND UNIT OWNERS' EQUITY

Assessments received in advance \$ 4,317

Unit owners' equity 9,227\$ 13,544

See accompanying notes and accountants' report

120 VIVABENE CONDOMINIUM
Statement of Operations and Unit Owners' Equity
For the Period August 12, 2006 (date of inception)
to December 31, 2006

Revenues earned	\$ -
Expenses	
Bank service charges	<u>40</u>
Total expenses	40
Income from operations	(40)
Interest income	<u>11</u>
Net loss	<u>\$ (29)</u>
Opening unit owners' equity	-
Sponsor capital contribution	8,634
Unit owner capital contribution	<u>622</u>
Ending unit owners' equity	<u>\$ 9,227</u>

See accompanying notes and accountants' report

120 VIVABENE CONDOMINIUM
Statement of Cash Flows
For the Period August 12, 2006 (date of inception)
to December 31, 2006

Cash flows used by operating activities

Net loss	\$	(29)
assessments received in advance		4,317

Cash flows provided by financing activities
capital contributions

9,256

Net increase in cash

13,544

Cash and cash equivalents, beginning of the year

-

Cash and cash equivalents, end of the year

\$ 13,544

Cash paid during the year for:

Interest

\$ -

Taxes

\$ -

See accompanying notes and accountants' report

120 VIVABENE CONDOMINIUM

Notes to Financial Statements

December 31, 2006

Note 1 - Summary of Significant Accounting PoliciesOrganization

120 Vivabene Condominium, the "Condominium" is a condominium formed pursuant to Article 9-B of the Real Property Law of the State of New York on August 12, 2006. The primary purpose of the Condominium is to manage the common expenses and preserve the common elements of the property known as 120 Main Street in Tuckahoe, NY. The property consists of 10 residential units, the parking unit and the garage unit, which are individually and collectively referred to as the "units." The Condominium shall be run by a Board of Managers elected by the Unit Owners. The Board of Managers have the authority to manage and administer the affairs of the Condominium.

Unit Owner assessments

Unit Owners are subject to regular and special assessments to provide funds for the Condominium's operating expenses, future capital acquisitions, and major repairs and replacements. The annual budget and assessments of Unit Owners are determined by the board of managers and are approved by the Unit Owners. Currently, the Condominium is controlled and run by the sponsor. The Condominium retains excess operating funds at the end of the operating year, if any, for use in future operating periods. The Condominium was inactive for the period August 12, 2006 (date of inception) to December 7, 2006. For the period December 8, 2006, the date of first financial transaction to December 31, 2006, the Sponsor has elected to pay all expenses of the Condominium, accordingly, the Condominium has minimal revenue and expense for the period then ended.

Assessments receivable

Unit Owner assessments are considered delinquent if such assessments are unpaid by the due date of the assessment notice. The Condominium's bylaws allow the Board of managers to place of liens on the properties of homeowners whose assessments are 15 days in arrears. As of December 31, 2006, there were no assessments receivable.

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Disclosure of fair value of financial statements

The carrying amount reported in the balance sheet for cash and assessments received in advance approximates fair value because of the immediate short-term maturity of these financial instruments.

120 VIVABENE CONDOMINIUM
Notes to Financial Statements (cont'd)
December 31, 2006

Note 1 - Summary of Significant Accounting Policies (cont'd)

Cash and cash equivalents

The Condominium considers highly liquid investments purchased with original maturities of three months or less to be cash equivalents.

Assessments received in advance

Assessments received in advance represents a prepayment of 2007 assessments by the sponsor.

Concentration of credit risk

Financial instruments that potentially subject the Condominium to concentrations of credit risk are cash and accounts receivable arising from its normal business activities. As of December 31, 2006, the Condominium had no assessments receivable and accordingly no allowance for uncollectible accounts. The Condominium does not require collateral, but establishes allowances for uncollectible accounts receivable and believes that their accounts receivable credit risk exposure beyond such allowances is limited. The Condominium maintains its cash balances with high credit quality financial institutions and is subject to credit risk to the extent it exceeds federally insured limits. Balances may exceed the amount of insurance provided on such deposits.

Income taxes

The Condominium will elect in its initial return to be taxed as a homeowner association and accordingly will file a federal form, 1120-H. The Condominium generally is taxed only on nonmembership income, such as interest income and earnings from commercial operations. Earnings from Unit Owners, if any, may be excluded from taxation if certain elections are made. The Condominium incurred no income tax expense for the year ended December 31, 2006.

Note 2 Future major repairs and replacements

New York State law and the Condominium's governing documents do not require the accumulation of funds to finance estimated future major repairs and replacements. The Condominium has not conducted a study to determining the remaining useful lives of the components of common property and estimates of the costs of major repairs and replacements that may be required in the future. When funds are required for major repairs and replacements, the Condominium plans to raise required funds via special Unit Owner assessments or borrowings. The effect on future assessments has not been determined.

120 VIVABENE CONDOMINIUM
Notes to Financial Statements (cont'd)
December 31, 2006

Note 3 Related party transactions

As mentioned in Note 1, the Condominium's sponsor, Dorami Realty of New York, Inc., has elected to pay all the expenses of the Condominium through December 31, 2006. Accordingly, these financial statements may not be indicative of the financial position, results of operations and cash flows had the Condominium directly assessed Unit Owners and paid its own expenses.

For the period ended December 31, 2006 and as of the date of this report, the Condominium has obtained its insurance coverage as an additional insured on the master insurance policy of the Sponsor's parent.

As of the date of this report the Condominium has signed a management contract with the Sponsor's parent company for annual fee of \$9,600.

As of the date of this report, the sponsor owned 11 units.