



STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN  
Attorney General

(212) 416-8966

DIVISION OF ECONOMIC JUSTICE  
Real Estate Finance Bureau

June 26, 2013

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

RE: 120 Vivabene Condominium  
File Number: CD040446  
Date Amendment Filed: 06/21/2013  
Receipt Number: 121816

Amendment No: 10  
Filing Fee: \$225.00

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.

Very truly yours,

Kelly Maharaj  
Assistant Attorney General

*K.P.*

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**10TH AMENDMENT  
TO  
OFFERING PLAN OF  
CONDOMINIUM OWNERSHIP OF  
PREMISES KNOWN AS  
120 VIVABENE CONDOMINIUM  
120 MAIN STREET  
TUCKAHOE, NY**

**DATED: June 3, 2013**

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THIS AMENDMENT MODIFIED AND SUPPLEMENTS THE TERMS OF THE ORIGINAL OFFERING PLAN DATED MAY 20, 2005 AND SHOULD BE READ IN CONJUNCTION WITH THE PLAN AND THE PRIOR AMENDMENTS

HOLDER OF UNSOLD SHARES:

**DORAMI REALTY OF NEW YORK, INC.**

Dated June 3, 2013

**10TH 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, 2005 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 seventh year of operation from January 1, 2013 through December 31, 2013 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 seventh year of operation is attached hereto as Schedule A. The budget was presented at a meeting of the Unit Owners on March 19, 2013.

**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. Certified Financial Statements.**

Attached are the most recent Audited Financial Statements for fiscal year end 2012 for the Condominium.

**B. Schedule A to the Plan.**

Attached is revised Schedule A to the Plan which has been revised to show changes in Unit Taxes and Common Charges. There are no changes to Unit Selling Prices.

**C. Provisions to update the Plan with the Revised Escrow Trust Fund Regulations.**

**REVISED “PROCEDURE TO PURCHASE” SECTION OF THE PLAN**

The Procedure to Purchase Section of the Plan regarding escrow trust fund requirements is hereby replaced with the following disclosures set forth herein. The Purchase Agreement, as set forth in Part II Section A of the Plan, is hereby replaced with the revised Purchase Agreement, attached

hereto as Exhibit B. The Escrow Agreement, as set forth in Part II of the Plan Section H and Section I are hereby replaced with provisions of the revised Purchase Agreement.

**Section 11 paragraph 3 of the Plan is deleted in its entirety and replaced with the following:**

**3. Disbursement of Funds and Escrow and Release of Funds.** Counsel for the Sponsor, Anthony S. Colavita Esq. 575 White Plains Rd. Eastchester, NY (914-793-1331) shall serve as escrow agent ("**Escrow Agent**") for the Sponsor and Purchaser. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing. The Escrow Agent will hold all monies received directly or through its agents or employees in an escrow account until the closing of title to a particular Residential Unit or cancellation of the Purchase Agreement.

The Escrow Agent has established the escrow account at HSBC Bank, located at 356 White Plains Road, Eastchester, NY 10709, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is 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 ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured. Within ten (10) business days after tender of the deposit submitted with the Purchase Agreement and delivery to Purchaser of a fully executed Purchase Agreement, the Escrow Agent shall notify the Purchaser that such funds have been deposited, together with the account number and the rate of interest. After the closing of title to the Residential Unit, such funds will be payable to Sponsor. The signature of the Escrow Agent shall be required to withdraw any of such funds.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of **Anthony S. Colavita, Esq.**, as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

The Purchase Agreement, as revised to reflect the foregoing, is attached hereto as Exhibit B. The revised escrow provisions are included in Section 15 of the Purchase Agreement, which must be executed by the Escrow Agent.

Before the Escrow Agent is changed, or funds are transferred to a new escrow account, the Plan will be amended to disclose the changes made. The Escrow Agent will maintain all records as to the escrow account for a period of seven years after release of the funds.

All funds received by Sponsor will be handled in accordance with the provisions of Section 352-h and 352-e(2)(b) of the General Business Law and Lien Law and shall be employed by Sponsor only in connection with the consummation of the Plan. Such deposit together with any interest accumulated thereon shall remain the property of the Purchaser until consummation of the Plan.

The following provisions of Section 71-a(3) of the Lien Law are included in the Plan for explanatory purposes only, and not to supersede any other rights granted to Purchaser in this Section 11. Section 71-a (3) of the Lien Law requires, at the Purchaser's option, that the deposit be placed in escrow in an interest-bearing escrow account in a bank, trust company, savings bank, state or federal savings and loan association located in New York. Said monies must be deposited within five (5) business days after entering into the contract. The Sponsor must advise the Purchaser, in writing, within ten (10) business days after the deposit has been made. Such deposit, together with the interest accumulated thereon, shall remain the property of the Purchaser until consummation of the transaction or until such time as either party is entitled to said funds pursuant to the terms of the Purchase Agreement and the Offering Plan. All interest shall be the property of the Purchaser unless the Purchaser defaults under the Purchase Agreement.

If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the deposit, he may cancel the Purchase Agreement and rescind within ninety (90) days after tender of the deposit. Rescission may not be afforded where proof is submitted establishing that the escrowed funds were timely deposited in accordance with these regulations and requisite notice was timely mailed to the Purchaser.

If insufficient funds are raised through the offering or otherwise to effectuate the contemplated transaction, or if Sponsor is unable for any reason to perform in accordance with the terms of the Purchase Agreement, and if the Purchase Agreement has been subsequently terminated as set forth above, such monies will be fully returned to him with interest, if any.

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

- (a) pursuant to the terms and conditions set forth in Purchase Agreement upon closing of title to the Unit Interests; or
- (b) in a subsequent writing signed by both Sponsor and Purchaser; or
- (c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow

Account with the clerk of the county where the unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit 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.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

Any provision in the Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

The Purchase Agreement and the Plan may contain, or be modified to contain a provision waiving purchaser's rights or abrogating Sponsor's obligations under Article 23-A of the GBL.

**Section 11 paragraph 12 of the Plan is deleted in its entirety and replaced with the following:**

**12. THIS SECTION INTENTIONALLY LEFT BLANK.**

**END OF REVISED "PROCEDURE TO PURCHASE" SECTION OF THE PLAN**

**3. No Material Changes**

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

**4. Unsold Units.**

There are 7 unsold Residential Units in the Condominium, identified as Units A and C - H in the Plan and the parking unit and garage unit.

**5. 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. Since the Sponsor currently owns a controlling number of units the Sponsor currently controls the Board of Managers.

**6. Sponsor's Disclosures.**

- A. The aggregate monthly common charge payment for Units held by Sponsor is \$ 3,797.
- B. The aggregate monthly real estate taxes payable for Units held by Sponsor is \$6,533.

- C. Units owned by the Sponsor are occupied by tenants with aggregate monthly rents of \$25,475 (see attached detailed rent roll).
- 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, C – H) 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 \$1,660,314; the loan matures on 6/1/2017 with a balloon payment. The monthly loan payment is \$10,209. Sponsor is current and has been current for the past 12 months with all payments required pursuant to this mortgage.
- 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 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. On 12/31/2012 Sponsor owed \$18,985 in overdue common charges. This amount was paid in full on 01/5/2013. On 6/3/2013 Sponsor owes \$18,985 in overdue common charges. Sponsor expects this to be paid in full before 1/10/2014. 120 Vivabene Condominium has not been affected by the delinquency of the Sponsor because the Condominium has excellent cash reserves. The cause of the delay is due to timing with regard to real estate taxes due on the unsold units of the Sponsor. Rental incomes from the unsold units of the Sponsor generate more than enough cash flow to cover All the Sponsors obligations to the Condominium within the calendar year.
- 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 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. On 12/31/2012 Sponsor owed \$16,745 in overdue common charges. This amount was paid in full on 01/3/2013. On 6/3/2013 Sponsor owes \$16,745 in overdue common charges. Sponsor expects this to be paid in full before 1/10/2014.

## **7.**

### **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: June 3, 2013

**Exhibit A**  
**Affidavit in Support of 10th Amendment to the Plan**

State of New York )

ss.:

County of Westchester )

Philip Raffiani, under oath, deposes and says:

1. I am the Vice President of Dorami Realty of New York, Inc., the Sponsor of the Offering Plan dated May 20, 2005 to submit the premises known as 120 Main St., Tuckahoe, NY ("Property") to condominium ownership ("Plan").
2. The Plan was accepted for filing by the Attorney General of the State of New York on May 20, 2005.
3. The Plan was declared effective by notice to Purchaser on October 20, 2006. A Second Amendment to the Plan was accepted and filed by the Attorney General of the State of New York on November 2, 2006 regarding same.
4. The Post-closing Amendment to the Plan was accepted for filing on March 12, 2007.
5. A Fifth Amendment to the Plan was accepted and filed by the Attorney General of the State of New York on April 11, 2008. A Sixth Amendment to the Plan was accepted and filed by the Attorney General of the State of New York on April 12, 2009. A Seventh Amendment to the Plan was accepted and filed by the Attorney General of the State of New York on June 18, 2010. A Eighth Amendment to the Plan was accepted and filed by the Attorney General of the State of New York on November 4, 2011. A Ninth Amendment to the Plan was accepted and filed by the Attorney General of the State of New York on June 25, 2012.
6. I have read the 10th Amendment to the Plan and the statements contained therein are true and accurate to the best of my knowledge and belief.
7. I hereby submit this Affidavit to the Attorney General in connection with the 10th Amendment to the Offering Plan.

Sponsor: Dorami Realty of New York, Inc.



By: Philip Raffiani, Vice President

By: Philip Raffiani, individually

Sworn to before me this 17<sup>th</sup> day  
of May, 2013.

  
Notary State of NY

Rosa M. Torres  
License # 01766125454  
Westchester County  
Appointment Date 4-18-05  
Expiration Date 4-18-2017



**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 40446Amendment No. : 10Plan Filing Date: 05/20/2005Sponsor: DORAMI REALTY OF NEW YORK INCHolder of Unsold Shares: DORAMI REALTY OF NY INCCurrent Address: 146 MAIN STREET, TUCKAHOE, NY 10707

(if different from address disclosed in plan)

Individual Attorney's Name: JEANNE RAFFIANI, CORPORATE COUNSEL

Law Firm: \_\_\_\_\_

Address: 146 MAIN STREET, TUCKAHOE, NY 10707

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

- |                                                 |                                                      |                                                               |
|-------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Cooperative            | <input type="checkbox"/> Commercial Only             | <input type="checkbox"/> Conversion                           |
| <input checked="" type="checkbox"/> Condominium | <input checked="" type="checkbox"/> New Construction | <input type="checkbox"/> Eviction                             |
| <input type="checkbox"/> H.O.A.                 | <input type="checkbox"/> Rehab                       | <input type="checkbox"/> Non-Eviction, since filing date      |
| <input type="checkbox"/> Timeshare              | <input type="checkbox"/> Vacant                      | <input type="checkbox"/> Non-Eviction, since Amend. No. _____ |
| <input type="checkbox"/> Syndication Filing     | <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 01 mo. 2012 yr. to 12 mo. 2012 yr.
- ☒ The last budget contained in the offering plan or any subsequent amendment is for the calendar/fiscal year commencing 01 mo. 2012 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:

JUNE 3, 2013TUCKAHOE, New York

SPONSOR

by:

Philip Raffiani U.P.  
 PRINT NAME AND TITLE

IN CAPACITY OF

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

 SWORN TO BEFORE ME  
 THIS 17 DAY OF May, 2013.

OTHER SIGNATORIES: (Print names underneath)

NOTARY PUBLIC for County  
 Appointment Date 4-18-05  
 Expiration Date 4-18-08 17

Amendment #10  
June 3, 2013  
Form RS-2/CD/2

Continuation

The primary purposes of this Amendment are as follows:

1. Update the Condominium budget Schedule B 1/1/2013 – 12/31/2013;
2. File certified financial statements for fiscal year end 12/31/12;
3. Update Schedule A to the Plan regarding Unit Prices (no change), Unit taxes and common charges.

***120 VIVABENE CONDOMINIUM***

**Financial Statements**

**For the Year Ended  
December 31, 2012**



## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
of 120 Vivabene Condominium

We have audited the accompanying financial statements of 120 Vivabene Condominium, which comprise the balance sheet as of December 31, 2012 and the related statements of operations and unit owners' equity and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

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 involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

AICPA MEMBER DIVISION FOR CPA FIRMS \* PRIVATE COMPANIES PRACTICE SECTION

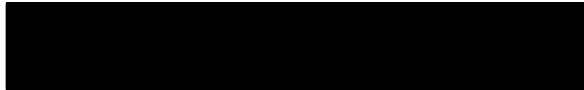


**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 120 Vivabene Condominium as of December 31, 2012, and 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.

**Other Matter Disclaimer**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. As discussed in Note 3, the Association has not estimated the remaining useful 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 accounting principles generally accepted in the United States of America have determined is required to supplement, although not be a part of, the basic financial statements.



McGuigan Tombs & Company, P.C.  
Certified Public Accountants

February 19, 2013  
Manasquan, New Jersey

**120 VIVABENE CONDOMINIUM**

Balance Sheet  
as of December 31, 2012

**ASSETS**

|                           |                  |
|---------------------------|------------------|
| Cash and cash equivalents | \$ 22,164        |
| Assessments receivable    | 18,985           |
| Prepaid insurance         | <u>3,630</u>     |
|                           | <u>\$ 44,779</u> |

**LIABILITIES AND UNIT OWNERS' EQUITY**

|                                                 |                  |
|-------------------------------------------------|------------------|
| Accounts payable                                | \$ 1,333         |
| Unit owners' equity                             |                  |
| Undesignated                                    | 32,090           |
| Designated for future repairs and contingencies | <u>11,356</u>    |
|                                                 | <u>43,446</u>    |
|                                                 | <u>\$ 44,779</u> |

See accompanying notes to financial statements

**120 VIVABENE CONDOMINIUM****Statement of Operations and Unit Owners' Equity  
For the Year Ended December 31, 2012**

|                                                 |                      |
|-------------------------------------------------|----------------------|
| <b>Revenues</b>                                 |                      |
| Operating assessments                           | \$ 57,300            |
| Interest income                                 | <u>58</u>            |
| Total revenues                                  | <u>57,358</u>        |
| <b>Expenses</b>                                 |                      |
| Insurance                                       | 12,226               |
| Utilities                                       | 10,896               |
| Management fees                                 | 9,600                |
| Outside services                                | 8,400                |
| Repairs and maintenance                         | 5,859                |
| Professional fees                               | 2,000                |
| Office supplies                                 | 1,200                |
| Filing fees                                     | 420                  |
| Income tax                                      | <u>97</u>            |
| Total expenses                                  | <u>50,698</u>        |
| <br>Excess of revenues over expenses            | <br>\$ 6,660         |
| <br>Opening unit owners' equity                 | <br>\$ <u>36,786</u> |
| <br>Ending unit owners' equity                  |                      |
| Undesignated                                    | 32,090               |
| Designated for future repairs and contingencies | <u>11,356</u>        |
| Total unit owners' equity                       | <u>\$ 43,446</u>     |

See accompanying notes to financial statements

120 VIVABENE CONDOMINIUM  
Statement of Cash Flows  
For the Year Ended December 31, 2012

Cash flows used by operating activities

Excess of revenues over expenses \$ 6,660

Adjustments to reconcile excess of revenues over  
expenses to net cash used by operating activities:

|                     |            |
|---------------------|------------|
| Accounts receivable | (7,526)    |
| Prepaid insurance   | (217)      |
| Accounts payable    | <u>715</u> |

Net cash used by operating activities (368)

Net decrease in cash and cash equivalents \$ (368)

Cash and cash equivalents, beginning of the year 22,532

Cash and cash equivalents, end of the year \$ 22,164

Cash paid during the year for:

|              |              |
|--------------|--------------|
| Interest     | <u>\$ -</u>  |
| Income taxes | <u>\$ 97</u> |

See accompanying notes to financial statements



**120 VIVABENE CONDOMINIUM**

## Notes to Financial Statements

December 31, 2012

**Note 1 - Summary of Significant Accounting Policies****Organization**

120 Vivabene Condominium (the "Association") is a condominium association formed pursuant to Article 9-B of the Real Property Law of the State of New York on October 20, 2006. The primary purpose of the Association 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 Association 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 Association.

The financial information included herein reflects related party transactions as described in Note 4. Accordingly, these financial statements may not be indicative of the financial position, results of operations, cash flows or indicative of future operations that would have occurred had the Association operated independently of its Sponsor during the period. Management believes that the accounting judgement underlying such transactions is reasonable.

**Unit Owner assessments**

Assessments receivable at the balance sheet date represent fees due from unit owners. Unit Owners are subject to regular and special assessments to provide funds for the Association'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 Association is controlled and run by the sponsor. The Association retains excess operating funds at the end of the operating year, if any, for use in future operating periods.

**Assessments receivable**

Unit Owner assessments are considered delinquent if such assessments are unpaid by the due date of the assessment notice. The Association's bylaws allow the Board of managers to place liens on the properties of homeowners whose assessments are 15 days in arrears. As of December 31, 2012, there were assessments receivable in the amount of \$18,985 due from the Sponsor, which were collected in full in January of 2013.

**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.

**120 VIVABENE CONDOMINIUM**  
Notes to Financial Statements (cont'd)  
December 31, 2012

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

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.

Cash and cash equivalents

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

Concentration of credit risk

Financial instruments that potentially subject the Association to concentrations of credit risk are cash and accounts receivable arising from its normal business activities. The Association 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 Association maintains its cash balances in two 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. The balance of one account is invested in a non-interest bearing account. The balances in three accounts are invested in interest bearing accounts and are insured by the Federal Deposit Insurance Corporation up to \$250,000 per financial institution. Effective December 31, 2010 through December 31, 2012, all non-interest bearing accounts are fully insured regardless of the balance in the account at all FDIC insured institutions.

Income taxes

The Association has elected to be taxed as a homeowner association and accordingly files federal form, 1120-H. The Association 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 Association is subject to no state taxes for the year ended December 31, 2012.

Uncertain tax positions

Management has determined that the Company does not have any uncertain tax positions and associated unrecognized benefits that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Company's tax returns will not be challenged by the taxing authorities and that the Company will not be subject to additional tax, penalties, and interest as a result of such challenge.

The Company is no longer subject to federal and New York tax examinations by taxing authorities for years prior to 2009.

120 VIVABENE CONDOMINIUM  
Notes to Financial Statements (cont'd)  
December 31, 2012

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

Subsequent events

FASB ASC Topic 855 requires interim and annual disclosure of the date through which subsequent events have been evaluated, as well as whether that date is the date the financial statements were issued or the date the financial statements were available to be issued. The Company evaluated subsequent events through the report date on February 19, 2013, no disclosure is necessary.

Note 2 - Cash balances

As of December 31, 2012, the cash balances were comprised as follows:

|                               |                  |
|-------------------------------|------------------|
| General checking              | \$ 16,423        |
| Interest bearing savings      | 5,626            |
| Interest bearing money market | <u>115</u>       |
|                               | <u>\$ 22,164</u> |

Note 3 - Future major repairs and contingencies

As mentioned in the auditor's report, a supplemental schedule detailing the remaining useful lives and replacement costs is required by generally accepted accounting principles. New York State law and the Association's governing documents do not require the accumulation of funds to finance estimated future major repairs and replacements. The association has not estimated the remaining useful lives and replacement costs. Therefore, the accompanying financial statements do not include such a schedule as required by accounting principles generally accepted in the United States of America.

When funds are required for major repairs and replacements, the Association plans to raise required funds via special Unit owner assessments or borrowings. The effect on future assessments has not been determined. As of December 31, 2012 The Board of Managers has designated \$11,356 as "Unit owner equity" – designated for future repairs and contingencies.

**120 VIVABENE CONDOMINIUM**  
Notes to Financial Statements (cont'd)  
December 31, 2012

**Note 4 - Related party transactions/economic dependency**

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

In addition to the management contract, the Association contracted with the Parent of the Sponsor to provide certain services which were charged as follows:

|                         |                 |
|-------------------------|-----------------|
| Repairs and maintenance | \$ 8,400        |
| Office Supplies         | <u>1,200</u>    |
|                         | <u>\$ 9,600</u> |

As of December 31, 2012, the Sponsor owned 9 of 12 units, 2 of which are not offered for sale under the plan.

For the year ended December 31, 2012, the Sponsor accounted for \$45,564 (80%) of operating assessments, which causes the association to be economically dependent on the sponsor. The Association will continue to be economically dependent on the Sponsor as long as the Sponsor controls multiple membership units. A default by the Sponsor on its assessment obligation would negatively affect the ability of the Association to pay its bills as they come due as well as the future assessment obligations of other members.

| SCHEDULE B                                       |                                        |                  |                        | 1/16/2013         |                                         |        |             |
|--------------------------------------------------|----------------------------------------|------------------|------------------------|-------------------|-----------------------------------------|--------|-------------|
| 120 VIVABENE TUCKAHOE NY                         |                                        |                  |                        |                   |                                         |        |             |
| PROJECTED BUDGET FOR OPERATIONS                  |                                        |                  |                        |                   |                                         |        |             |
| PERIOD FROM January 1, 2013 TO December 31, 2013 |                                        |                  |                        |                   |                                         |        |             |
|                                                  | INCOME                                 | ANNUAL<br>AMOUNT | SCH B<br>FOOT<br>NOTES | MONTHLY<br>AMOUNT | NOTES                                   | PCT    | PER<br>UNIT |
|                                                  | UNIT ASSESSMENT 10 TOWN HOUSES         | 39,537           | 01                     | 3,295             | 10 TOWN HOUSES                          | 69%    | 329         |
|                                                  | UNIT ASSESSMENT 1 COMMERCIAL PARKING   | 5,157            | 01                     | 430               | 16 ABOVE GROUND PARKING SPACES          | 9%     | 430         |
|                                                  | UNIT ASSESSMENT 1 RESIDENTIAL PARKING  | 12,606           | 01                     | 1,051             | 32 UNDERGROUND PARKING SPACES           | 22%    | 1,051       |
|                                                  | INTEREST INCOME                        | 60               | 09                     | 5                 |                                         | 100%   |             |
|                                                  | TOTAL INCOME                           | 57,360           |                        | 4,780             |                                         |        |             |
|                                                  | EXPENSES                               |                  |                        |                   |                                         |        |             |
|                                                  | JANITORAL                              | 5,520            | 02                     | 460               | PART TIME SUPER                         | 9.6%   |             |
|                                                  | BUILDING REPAIRS                       | 4,800            | 02                     | 400               |                                         | 8.4%   |             |
|                                                  | ALARM                                  | 360              | 03                     | 30                | MONITORING SERVICE FIRE ALARM           | 0.6%   |             |
|                                                  | TELEPHONE                              | 480              | 03                     | 40                | LINE FOR FIRE ALARM                     | 0.8%   |             |
|                                                  | ELECTRIC                               | 6,300            | 03                     | 525               | SITE LIGHTING, COMMON SYS, SERVICE HEAT | 11.0%  |             |
|                                                  | WATER AND FIRE                         | 3,300            | 03                     | 275               | SUMMER IRRIGATION AND CLEANING          | 5.8%   |             |
|                                                  | MANAGEMENT CONTRACT                    | 9,600            | 04                     | 800               |                                         | 16.8%  |             |
|                                                  | CLEANING SUPPLIES AND ICE MELT         | 600              | 04                     | 50                |                                         | 1.0%   |             |
|                                                  | SNOW REMOVAL                           | 3,000            | 04                     | 250               | 560/STORM 6 STORMS PER YEAR             | 5.2%   |             |
|                                                  | LANDSCAPING                            | 3,600            | 04                     | 300               | 300 FOR 10 MONTHS + 600 FOR MULCH       | 6.3%   |             |
|                                                  | INSURANCE                              | 13,800           | 05                     | 1,150             |                                         | 24.1%  |             |
|                                                  | ACCOUNTING AND TAX PREP                | 2,400            | 06                     | 200               |                                         | 4.2%   |             |
|                                                  | CONSULTING                             | -                | 06                     | -                 |                                         | 0.0%   |             |
|                                                  | LEGAL                                  | -                | 06                     | -                 |                                         | 0.0%   |             |
|                                                  | DUES, SUBSCR., LIC., FEES, MISC TAXES  | 120              | 07                     | 10                |                                         | 0.2%   |             |
|                                                  | OFFICE SUPPLIES & OTHER / BOOK KEEPING | 240              | 07                     | 20                |                                         | 0.4%   |             |
|                                                  | BANK CHARGES                           | 60               | 07                     | 5                 |                                         | 0.1%   |             |
|                                                  | CONTINGENCY AND RESERVES               | 3,120            | 08                     | 260               |                                         | 5.4%   |             |
|                                                  | BUDGET EXCESS/SHORTFALL PRIOR YR       | -                | 10                     | -                 |                                         | 0.0%   |             |
|                                                  | TOTAL EXPENSES                         | 57,300           |                        | 4,775             |                                         | 100.0% |             |

**120 VIVA BENE CONDOMINIUMS  
2013 BUDGET FOOTNOTES  
FOR THE PERIOD JANUARY TO DECEMBER 2013**

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. This 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 Mackoul and Associates, 585 Stewart Avenue, Garden City, NY 11530. The Coverage is as follows:

|                                                           |                      |
|-----------------------------------------------------------|----------------------|
| All Risk policy which includes replacement cost coverage: | \$6,122,800          |
| Personal property                                         | Included in all risk |
| General Liability:                                        | \$2,000,000          |
| Non Owned and Hired Car:                                  | \$1,000,000          |
| Directors and Officers                                    | \$1,000,000          |
| Umbrella                                                  | \$10,000,000         |
| Flood and earthquake Insurance                            | Included in all risk |
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 and other minor issues.
7. This includes the cost of parking lot license fees, photocopying, mailing charges and any miscellaneous taxes, office expenses, filing fees, dues, property tax challenge fees, book keeping 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.
9. Interest income generated from the reserve and capital accounts.
10. This represents the budget excess from the prior year's budget.

**Barhite**  
and **Holzinger, Inc.** *Est. 1935*

March 20, 2013

**CERTIFICATION OF EXPERT ADEQUACY OF BUDGET**

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

The Sponsor of the Condominium Offering Plan, Dorami Realty of New York, Inc. ("*the Sponsor*"), for the captioned property, retained Barhite & Holzinger, Inc. to review the Operating Budget with Footnotes for the Condominium, attached hereto ("*Budget*") which includes projections of common charges payable by the owners of the Condominium Units for the calendar year 2013.

The undersigned is a licensed real estate broker and its principals have been engaged in the real estate brokerage and management business since 1935. Our experience in this field includes the management of numerous condominium projects located primarily in the New York Metropolitan area and Westchester County.

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

We have reviewed the 2013 Operating Budget with Footnotes 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. We have also relied on our experience managing residential, rental, cooperative and condominium buildings.

We 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 circumstances to meet the anticipated operating expenses fairly attributable to such Condominium Units for the projected calendar year 2013 and that the allocation of common charges attributable to the Units.

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**71 Pondfield Road • Bronxville, NY 10708**  
**Tel: 914/337-1312 • Fax: 914/793-3364**

*Licensed REAL ESTATE and INSURANCE BROKERS*

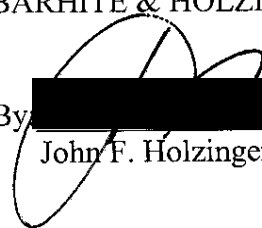
We further certify that the estimates in the 2013 Operating Budget for the common charges payable by the owner of the Units:

- (i) set forth in reasonable detail the projected income and expenses for the calendar year 2013;
- (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) do not omit any material fact;
- (iv) do not contain any untrue statement of a material fact;
- (v) do not contain any fraud, deception, concealment or suppression;
- (vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) do not contain any representation or statement which is false, where we:
  - (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.

We further certify that we are not owned or controlled by the Sponsor. We 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 2013.

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

BARHITE & HOLZINGER, INC.

By   
John F. Holzinger, Jr., President

Sworn to before me this  
20th day of March, 2013

  
Notary Public

CLAUDIA TAGLIAFERRI  
Notary Public, State of New York  
No. 01TA6049656  
Qualified in Westchester County  
Term Expires October 23, 2014





**FOOTNOTES TO SCHEDULE A**  
**Revised 1/1/2013**

1. The number of rooms in each Residential Unit is calculated in accordance with the "Recommended Method of Residential Room Count", effective January 1, 1964, from the Real Estate Board of New York. All kitchen areas are deemed to be independent rooms, whether or not separated from the living room or dining room by a demising wall.

The total square footage shown on Schedule A is measured horizontally from the exterior face of exterior walls to the midpoint of the opposite interior walls, and from the midpoint of demising walls between Units to the midpoint of the opposite wall; square footage is measured vertically from the underside of the Unit's finished flooring to the exposed painted face of a concrete ceiling or the unexposed side of the Unit's drywall or plaster ceiling, as applicable. Square footage shown in the Declaration of Condominium filed with the County Clerk will be slightly lower based on differences in criteria for measurement of boundaries of Units for purposes of distinguishing Units from common elements in the Declaration. Any floor plan or sketch shown to a prospective Purchaser is only an approximation of the dimensions and layout of a typical Unit. Each Unit should be inspected prior to purchase so that any prospective Purchaser will be able to inspect the actual dimensions, layout and physical condition. (See Part II of the Plan, Exhibit D for floor plans of each Unit).

2. The prices for these Residential Units may be changed from those set forth in this Offering Plan so that Purchasers may pay different prices for similar Residential Units. No such change will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales price below the Offering Plan price without filing a prior amendment to the Plan as long as the reduction in sales price does not constitute a general offering but is rather the result of an individually negotiated Unit price. (See Section 9 entitled "Changes in Prices of Residential Units").

In addition to the payment of the balance of the sales price at the time of closing, the Purchaser will be responsible for the payment of various closing costs and adjustments. See Section 15, entitled "Residential Unit Closing Costs and Adjustments", for a schedule of estimated closing expenses to be paid by a Purchaser.

3. Pursuant to Section 339-i (1) (iv) of the New York Real Property Law, the percentage of Common Interest of each Unit in the Common Elements is based upon floor space, subject to location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. The approximate interior square footage of the Residential Units varies from 2082 to 2240 square feet, excluding Limited Common Elements.

4. The monthly common charges payable by each Unit Owner are based on their Percentage Of Common Interest in the Common Charges. See Schedule B and the footnotes to Schedule B for a more detailed description of the expenses and services which Common Charges cover. The projected Common Charges do not cover certain costs such as repairs, replacements or

alterations to the interior of Units, electricity, heat and hot water (which is separately metered for each Unit), air conditioning, cable television service, or fire and liability insurance for improvements and furnishings in the Units, which are the responsibility of the individual Unit Owner. The Sponsor is not offering mortgage financing in connection with this Plan. If the Purchaser obtains mortgage financing, the Purchaser will be responsible for debt service on the mortgage as an additional expense.

5. Certain Units have amenities which are appurtenant to the particular Unit, such as carports described on Schedule A are Restricted Residential Limited Common Elements. For a description of the rights and obligations of Unit Owners with respect to the repair and alteration of the Limited Common Elements see Section 18.

6. The Condominium is divided into individual tax lots, each Unit is taxed as a separate tax lot for real estate tax purposes and a Unit Owner will not be responsible for the payment of, nor will his or her Unit be subject to, any lien arising from the non-payment of taxes on other Units. Each Unit Owner's real estate taxes are based on his or her assessment by the assessor for the Town of Eastchester, 40 Mill Road, Eastchester, New York 10709 ("Town Assessor").

The Sponsor makes no representation as to the accuracy of the (i) assessed value of the Property; (ii) projected assessed value of the Property; (iii) tax rate; or (iv) method of assessing real property used by the Town Assessor.

The taxes shown on revised Schedule A for the period 1/1/2013 to 12/1/2013 are based on the actual tax bills for 2012 + a 4% estimated increase in taxes projected for 2013.

7. The Building has a total, monthly rent roll of \$24,975 with 0 vacant units and 7 units tenant occupied.

8. The total estimated monthly carrying charges are the sum of the estimated monthly Common Charges and the estimated monthly real estate taxes. If a Purchaser obtains financing, the Purchaser's debt service will be an additional expense.

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**120 VIVABENE CONDOMINIUM RENTROLL****5/1/2013**

| <b>UNIT</b> | <b>MONTHLY<br/>RENT</b> |
|-------------|-------------------------|
|-------------|-------------------------|

|       |       |
|-------|-------|
| 120-A | 3,600 |
|-------|-------|

|       |      |
|-------|------|
| 120-B | SOLD |
|-------|------|

|       |       |
|-------|-------|
| 120-C | 3,700 |
|-------|-------|

|       |       |
|-------|-------|
| 120-D | 3,475 |
|-------|-------|

|       |       |
|-------|-------|
| 120-E | 3,600 |
|-------|-------|

|       |       |
|-------|-------|
| 120-F | 4,000 |
|-------|-------|

|       |       |
|-------|-------|
| 120-G | 3,700 |
|-------|-------|

|       |       |
|-------|-------|
| 120-H | 3,400 |
|-------|-------|


|       |      |
|-------|------|
| 120-I | SOLD |
|-------|------|

|       |      |
|-------|------|
| 120-J | SOLD |
|-------|------|

25,475

I CERTIFY THAT THIS IS A TRUE AND ACCURATE RENTROLL FOR 120 VIVABENE CONDOMINIUM  
AS OF THE DATE LISTED ABOVE.



  
PHILIP RAFFIANI VICE PRESIDENT  
DORAMI REALTY OF NEW YORK INC  
SPONSOR



## STATE OF NEW YORK

### NOTICE OF APPEARANCE

Section 166 of the Executive Law requires a regulatory agency to maintain for public inspection, a record of who appears before it for a fee as a third party (i.e., an attorney, an agent, lobbyist\*, or representative) on behalf of a person or organization subject to the regulatory jurisdiction of the agency. This usually occurs when the third party's client is involved in an enforcement, formal permit, or application matter. *This form is subject to all the rules and regulations of the Freedom of Information Law. Information that is confidential as a matter of law need not be furnished.*

**Agency:** NEW YORK STATE ATTORNEY GENERAL **Date:** 6/3/2013 ☐

**Division/Bureau:** Real Estate Finance Bureau ☐

**1. Name of individual appearing:** PHILIP RAFFIANI ☐

**Address:** 146 MAIN STREET, TUCKAHOE, NY 10707 ☐

**Telephone:** 914-337-8569 ☐

**2. Client represented:** 120 VIVABENE CONDOMINIUM ☐

**Address:** 146 MAIN STREET, TUCKAHOE, NY 10707 ☐

**Telephone:** 914-337-8569 ☐

**3. Subject of appearance:** ☒ **Regulatory/Enforcement** ☐ **Lobbying**

CONDOMINIUM AMENDMENT FILING ☐

**4. Acting in capacity of:**

☐ **Attorney**

☐ **Lobbyist**

☒ **Agent**

☐ **Other (describe)** \_\_\_\_\_

**5. Are you being compensated?** ☐ **Yes** ☒ **No** **If Yes:**      **Fee**      **Salary**

**6. Signature of individual appearing:** \_\_\_\_\_

**7. Agency official (print name):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

\*A LOBBYIST is a person or organization, other than a New York State government employee acting in an official capacity, who appears for the purpose of influencing the adoption or rejection of proposed rules, regulations, rates or legislation, including the State budget. An "appearance" for lobbying purposes can be a personal visit, letter, telephone call, conversation at a meeting, or any other type of contact, but does not include "on the record" proceedings or hearings.

**END**

**COPY OF FILED PREVIOUS  
AMENDMENT #09 FOLLOWS**