



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) 416-8176

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

RE: 141 Vivabene Condominium
File Number: CD050318
Date Amendment Filed: 09/21/2007
Receipt Number: 88703
Amendment No: 2
Filing Fee: \$225.00

Dear Sponsor:

The referenced amendment to the offering plan for the subject premises is hereby accepted and filed. This filing is effective for the greater of six months from the date of filing this amendment or twelve months from the acceptance of the original offering literature. However, any material change of fact or circumstance affecting the property or offering requires an immediate amendment, including amending the plan to disclose the most recent certified financial statement and budget, which should be done as soon as either of these documents is available.

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,


Nancy Haber *NH*
Assistant Attorney General

Dorami Realty of New York, Inc.
146 Main St.
Tuckahoe, NY 10707

Dated: September 14, 2007

To: All Purchasers of Units at 141 VivaBene Condominium
All Tenants of Units at 141 VivaBene Condominium

NOTICE DECLARING THE PLAN EFFECTIVE

Dear Purchasers and Tenants:

We are pleased to advise you that in accordance with Section 16 of the Offering Plan for 141 VivaBene Condominium, the Sponsor is declaring the Plan effective. Purchase Agreements have been signed for 20% of the Units offered for sale under the Plan.

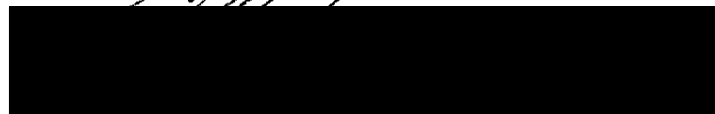
We currently anticipate closing of title in November, 2007. However, we reserve the right to close title to an earlier or a later date provided we have satisfied the requirements of the Plan. We will give Purchasers at least thirty (30) days notice as soon as we fix a closing date, so that they may make the necessary arrangements to pay the remaining total cash balance of your purchase price. We are filing an effectiveness amendment with the Office of the Attorney General and will be distributing it once it has been accepted.

Please be advised that no closing of title on the first Unit shall take place until the Plan has been declared effective and that the effectiveness amendment has been accepted for filing by the Department of Law.

Very truly yours,

Sponsor:

Dorami Realty of New York, Inc.



Philip Ruffalo, vice President

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

September 14, 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: 141 Vivabene Condominium
File Number: CD05-0318
Offering Plan filed: April 24, 2006
Second Amendment Declaring the Plan Effective

Dear Sir or Madam:

Attached please find 3 copies of the Second Amendment to the Offering Plan Declaring the Plan Effective submitted to you for acceptance and filing. I have also enclosed a copy of the Offering Plan, the First Amendment and Amendment Filing Form RS-2/CD 2.

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,



General Counsel

Enclosures

SECOND AMENDMENT
TO
OFFERING PLAN OF
CONDOMINIUM OWNERSHIP OF
PREMISES KNOWN AS
141 VIVABENE CONDOMINIUM
141 MAIN STREET
TUCKAHOE, NEW YORK
DATED: SEPTEMBER 19, 2007

THIS AMENDMENT MODIFIES AND SUPPLEMENTS THE TERMS OF THE ORIGINAL OFFERING PLAN DATED APRIL 24, 2006 AND SHOULD BE READ IN CONJUNCTION WITH THE PLAN AND PRIOR TO THE AMENDMENTS.

HOLDER OF UNSOLD SHARES:

DORAMI REALTY OF NEW YORK, INC.

DATED: SEPTEMBER 14, 2007

SECOND AMENDMENT TO OFFERING PLAN
OF CONDOMINIUM OWNERSHIP

Condominium:

141 VivaBene Condominium

Holder of Unsold Shares to Whom this Amendment Relates:

Dorami Realty of New York, Inc.

This Amendment modifies and supplements the terms of the original Offering Plan dated April 24, 2006 ("Plan") and should be read in conjunction with the Plan.

1. Plan Declared Effective.

The Plan was declared effective by notice dated September 14, 2007. As of that date, Purchase Agreements were executed by bona fide purchasers for two (2) Units, representing twenty percent (20%) of the Units offered for sale under the plan ("Units"). The notice is attached hereto as Exhibit A.

Attached as Exhibit B hereto is the Affidavit in Support of Declaring the Plan Effective, as executed by Philip Raffiani, Vice President of the Sponsor.

2. Incorporation of Plan.

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

3. No Other Material Changes.

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

4. Definitions.

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

Dorami Realty of New York, Inc.
146 Main St.
Tuckahoe, NY 10707

Dated: September 14, 2007

To: All Purchasers of Units at 141 VivaBene Condominium
All Tenants of Units at 141 VivaBene Condominium

NOTICE DECLARING THE PLAN EFFECTIVE

Dear Purchasers and Tenants:

We are pleased to advise you that in accordance with Section 16 of the Offering Plan for 141 VivaBene Condominium, the Sponsor is declaring the Plan effective. Purchase Agreements have been signed for 20% of the Units offered for sale under the Plan.

We currently anticipate closing of title in November, 2007. However, we reserve the right to close title to an earlier or a later date provided we have satisfied the requirements of the Plan. We will give Purchasers at least thirty (30) days notice as soon as we fix a closing date, so that they may make the necessary arrangements to pay the remaining total cash balance of your purchase price. We are filing an effectiveness amendment with the Office of the Attorney General and will be distributing it once it has been accepted.

Please be advised that no closing of title on the first Unit shall take place until the Plan has been declared effective and that the effectiveness amendment has been accepted for filing by the Department of Law.

Very truly yours,

Sponsor:

Dorami Realty of New York, Inc.

By


Philip Raffani, Vice President

AFFIDAVIT IN SUPPORT OF DECLARING THE PLAN EFFECTIVE

STATE OF NEW YORK)
 SS.:
COUNT OF WESTCHESTER)

Philip Raffiani, being duly sworn, deposes and says:

1. I am the Vice President of Dorami Realty of New York, Inc. the Sponsor under the certain offering plan dated April 24, 2006 ("Plan") to submit to condominium ownership the premises known as 141 Main St., Tuckahoe, NY ("Property").
2. The Plan was accepted for filing by the Attorney General of the State of New York on April 24, 2006.
3. The Plan was declared effective by notice to Purchasers and Tenants dated September 14, 2007. A copy of the notice is attached hereto as Schedule A. The notice was sent by regular mail to the Purchasers identified in Schedule B and all Tenants in Schedule C attached hereto.
4. All statements required pursuant to GBL Section 352-eee or 352-eeee have been posted.
5. The Plan provides that pursuant to applicable law it may not be declared effective unless Purchase Agreements are executed and accepted for at least two (2) Units representing a minimum of at least fifteen percent (15%) of the Units offered under the Plan.
6. As of the date hereof, Purchase Agreements have been execute for two (2) Units representing twenty percent (20%) of all Units being offered for sale. Attached as Schedule C hereto is a list of Units for which Purchase Agreements have been executed, together with the dates of such Purchase Agreements.
7. The percentage was calculated by dividing the number of Units in the base (10 Units) by the number of Units for which bona fide tenants have executed Purchase Agreements (2 Units), there being no subtraction of Units or tenants from the base required by the Plan or law.
8. All purchasers who are counted for purposes of declaring the Plan effective: (a) are bona fide purchasers; (b) are not purchasing as an accommodation to, or for the account or benefit of the Sponsor or principals of the Sponsor; and (c) have duly executed purchase agreements and have paid the full downpayment as required in the Procedure to Purchase Section of the Plan.
9. None of the purchase agreements referenced herein have been assigned or transferred;
10. There have been no material changes to the budget for the first year's operation which have not been disclosed in a duly filed amendment to the Plan.
11. The purchasers signed purchase agreements obtained in good faith, without fraud and with no discriminatory repurchase agreements or other discriminatory inducements. None of the purchasers is the Sponsor, selling agent, managing agent or a principal of the sponsor, selling agent or the managing agent or is related to the sponsor, selling agent or the managing agent or to any principal of the sponsor , selling agent or the managing agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner.
12. The list of purchasers who purchased prior to service on the tenants of any notice declaring the Plan effective and who are being counted to meet the minimum percentage that is needed to declare the Plan

effective is set forth in Schedule A. The purchase price for Unit G is less than the purchase price in the Plan (\$810,999) and the purchase price for Unit C is less than the purchase price in the Plan (\$710, 999) due to decreases in the real estate market since the Plan was filed. The downpayment for Unit G is less than required in the Plan (10%). Sponsor required no downpayment for Unit G because Purchaser was the first purchase agreement signed under the Plan and Purchaser prepaid 1 years rent. Sponsor reduced the requirement for a downpayment to 5% for Unit C in order to entice Purchaser to purchase given the difficult real estate market.

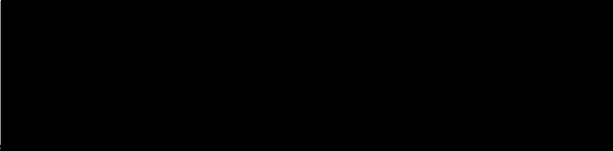
13. The Sponsor has no information that any tenants have executed a "no-buy" pledge with respect to the offering.

14. I hereby submit this Affidavit to the Attorney General in connection with that certain Second Amendment to the Offering Plan declaring the Plan effective.

Sponsor: Dorami Realty of New York, Inc.

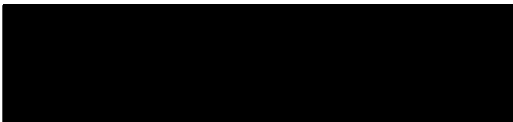
By: 

~~Philip Raffani~~, Vice President

By: 

~~Philip Raffani~~, individually

Sworn to before me this
14th day of September, 2007.



(notary)

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

Schedule A

Dorami Realty of New York, Inc.
146 Main St.
Tuckahoe, NY 10707

Dated: September 14, 2007

To: All Purchasers of Units at 141 VivaBene Condominium
All Tenants of Units at 141 VivaBene Condominium

NOTICE DECLARING THE PLAN EFFECTIVE

Dear Purchasers and Tenants:

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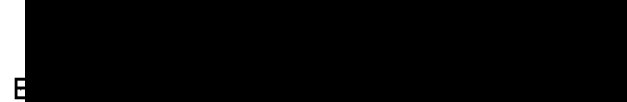
We currently anticipate closing of title in November, 2007. However, we reserve the right to close title to an earlier or a later date provided we have satisfied the requirements of the Plan. We will give Purchasers at least thirty (30) days notice as soon as we fix a closing date, so that they may make the necessary arrangements to pay the remaining total cash balance of your purchase price. We are filing an effectiveness amendment with the Office of the Attorney General and will be distributing it once it has been accepted.

Please be advised that no closing of title on the first Unit shall take place until the Plan has been declared effective and that the effectiveness amendment has been accepted for filing by the Department of Law.

Very truly yours,

Sponsor:

Dorami Realty of New York, Inc.



Philip Raffiani, Vice President

Schedule B

Loretta and John Donovan
Unit 141- A
141 Main St.
Tuckahoe, NY 10707

Rinaldo Lasalandra and Angela Maria Nicotra
Unit 141- D
141 Main St.
Tuckahoe, NY 10707

Fabrizio and Claudia Cretella Rende
Unit 141- E
141 Main St.
Tuckahoe, NY 10707

Paul J. Freedman
Unit 141- F
141 Main St.
Tuckahoe, NY 10707

Oleg and Tamara Astapkov
Unit 141- H
141 Main St.
Tuckahoe, NY 10707

Patrick and Doreen Delaney
Unit 141- I
141 Main St.
Tuckahoe, NY 10707

Permanent Mission of South Africa
Unit 141- J
141 Main St.
Tuckahoe, NY 10707

Maureen & Howard Cook
Unit 141 - G
Tuckahoe, NY 10707

Rosemarie Dubrowsky
Unit 141 - C
Tuckahoe, NY 10707

Schedule C

Unit	Purchaser	Purchase Agreement Date	Purchase Price	Down payment	Occupancy
Unit G	Maureen & Howard Cook	8/15/07	\$710,000	0	9/1/07
Unit C	Rosemarie Dubrowsky	9/14 /07	\$690,000	5%	9/14/07

PURCHASE AGREEMENT**141 VIVABENE CONDOMINIUM AT 141 MAIN STREET,
TUCKAHOE, NEW YORK**

Unit #: G Common Interest Percentage: 10.25%

Purchase Price: \$710,000

**Down Payment (Payable to Anthony S. Colavita, Esq. – 141 VivaBene
Condominium Escrow Account): None**

**Balance Due at Closing: \$710,000* subject to application of rent payments per
Lease dated 8/14/07 between Purchasers and Mirado Properties, Inc.**

Purchaser:

**Name: Maureen and Howard Cook
Address: 1500 Washington St. #6F
Telephone #: Hoboken, NJ 07030**

Purchaser Attorney:

**Name: Michael F. Horgan, Jr., Esq.
Firm: Begos Horgan & Brown LLP
Address: 7 Pondfield Road, P.O. Box 369, Bronxville, NY 10708
Telephone #: (914) 961 4441
Fax #: (914) 961 4442
Email: MHorganjr@aol.com**

Seller:

**Name: Dorami Realty of New York, Inc.
Address: 146 Main St. Tuckahoe, NY 10707
Telephone #: (914) 337-8569 x 5
Fax #: (914) 337-9086
Email: Phil@miradoprop.com**

Seller Attorney:

**Name: Anthony S. Colavita, Esq.
Address: 575 White Plains Rd. Eastchester, NY 10709
Telephone #: (914) 793-1331
Fax #:
Email:**

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 141 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 7 days after delivery to Seller or its Agent by Purchaser of

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: 8/13/20

Purchaser: [Redacted]

Purchaser: [Redacted]

Accounted: DORAMI REALTY OF NEW YORK, INC.

By [Redacted]
Philip Raffiani
Vice President

Dated: 8/15/2007

PURCHASE AGREEMENT**141 VIVABENE CONDOMINIUM AT 141 MAIN STREET,
TUCKAHOE, NEW YORK**

Unit #: C Common Interest Percentage: 8.5%

Purchase Price: \$690,000

Down Payment: \$34,500 (Payable to Anthony S. Colavita, Esq. – 141 VivaBene Condominium Escrow Account): None

Balance Due at Closing: \$655,500

Purchaser:

Name: Rosemarie Dubrowsky

Address: Unit C, 141 Main St., Tuckahoe, NY

Telephone #:

Purchaser Attorney:

Name: Michael G. Prestia, Esq.

Address: 103 Prestbury Lane, Somerset, NJ 08873

Telephone #: (732) 560-9019

Fax #:

Email:

Seller:

Name: Dorami Realty of New York, Inc.

Address: 146 Main St. Tuckahoe, NY 10707

Telephone #: (914) 337-8569 x 5

Fax #: (914) 337-9086

Email: Phil@miradoprop.com

Seller Attorney:

Name: Anthony Colavita, Esq.

Address: 575 White Plains Rd. Eastchester, NY 10709

Telephone #: (914) 793-1331

Fax #:

Email:

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 141 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

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.

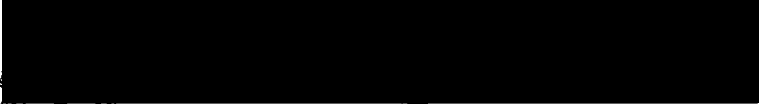
In witness whereof, each party has signed this Agreement.

Dated: 9/14 /2007 

Purchaser: 

Purchaser: 

Accepted: ~~DORAMI REALTY~~ OF NEW YORK, INC

By 
Philip Raffiani
Vice President

Dated: 9 / 14 /2007

FORM RS-2/CD-2

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

Re: 141 VivaBene Condominium
(Address of Premises and/or Name of Project)

File No. : CD050318 Amendment No. : 2 Plan Filing Date: April 24, 2006

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

Current Address: _____
(if different from address disclosed in plan)

Individual Attorney's Name: Jeanne Raffiani, Esq.

Law Firm: General Counsel, Mirado Properties, Inc.

Address: 146 Main St. , Tuckahoe, NY 10707

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

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Cooperative Condominium H.O.A. | <input type="checkbox"/> Commercial Only New Construction Rehab Vacant Loft | <input type="checkbox"/> Conversion Eviction |
| <input type="checkbox"/> Timeshare Syndication Filing | | <input checked="" type="checkbox"/> Non-Eviction, since filing date |
| | | <input type="checkbox"/> Non-Eviction, since Amend. No. _____ |
| | | <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 _____ mo. 2005 yr. to _____ mo. 2006 yr.

The last budget contained in the offering plan or any subsequent amendment is for the calendar/fiscal year commencing 1 mo. 2007 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: Declare Plan Effective.

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 of the Department of Law.

DATED:

9/14, 2007
_____, New York

SPONSOR

by:

Phil A. RATTMAN V.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 14th DAY OF Sept, 2007.

NOTARY PUBLIC

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