

PREMISES AT
350 BLEECKER STREET
NEW YORK, NEW YORK 10014

Apartment Corporation:

350 Bleecker Street Apartment Corp.

Holdings of Unsold Shares:

Bleecker Charles Company

**TWELFTH AMENDMENT TO
COOPERATIVE OFFERING PLAN**

This Amendment modifies and supplements the terms of the Offering Plan dated December 31, 1984 (the "Plan"), as amended by First Amendment dated January 2, 1985, the Second Amendment dated February 28, 1985, and filed by the department of Law on March 12, 1985, the Third Amendment dated April 5, 1985, and filed by the Department of Law on April 11, 1985, the Fourth Amendment dated May 1, 1985, and filed by the Department of Law on June 26, 1985, the Fifth Amendment dated August 19, 1985, and filed by the Department of Law on September 18, 1985, the Sixth amendment filed by the Department of Law in December, 1986, the Seventh Amendment filed by the Department of Law on August 4, 1987, the Eighth Amendment Amendment filed by the Department of Law on November 10, 1988, the Ninth Amendment filed by the Department of Law on November 15, 1989, the Tenth Amendment filed by the Department of Law on June 11, 1990, and the Eleventh Amendment filed by the Department of Law on June 24, 1991, as follows:

FIRST: Financial statements and budget.

The financial statement of the Apartment Corporation's operations for the period ended December 31, 1991 is appended to this Amendment as Exhibit A.

The Apartment Corporation's statements are prepared on a cash rather than accrual basis. See independent auditor's report and Note 1 to the financial statement. The financial statement should be interpreted recognizing the Apartment Corporation's particular method of reporting its income and expenses.

The financial statement is contained herein for informational purposes only. The holder of Unsold Shares does not adopt the financial statement or make any representation as to the adequacy, accuracy or completeness of same or any item shown therein and none should be implied. The holder of Unsold Shares have not participated in the preparation of the financial statement of the Apartment Corporation and have not independently verified the information contained therein.

The budget for the Apartment Corporation's operations for the year 1992 is appended to this Amendment as Exhibit B.

SECOND: Apartment corporation officers and directors.

The following is a list of the current directors of the Apartment Corporation:

Linda Sheer Jones
Judith Kahn
Mark Lilien
Kenneth B. Newman
Virginia Canino
Edna Marshall
Michael Mendelson

The following are the current officers of the Apartment Corporation:

President -	Kenneth B. Newman
Vice President -	Mark Lilien
Secretary -	Linda Jones
Treasurer -	NONE

Kenneth B. Newman can be considered a Sponsor Designee.

THIRD: Unsold shares: financial disclosure.

1. Annexed hereto as Exhibit C is a schedule of unsold units including shares allocated to each unit.

2. The aggregate amount of monthly maintenance paid on the apartments in Exhibit C is \$32,384.

3. The aggregate amount of monthly rent for all of the apartments listed in Exhibit C is \$36,501.60.

4. There are no financial obligations to the cooperative on the unsold shares, other than regular maintenance and scheduled assessments, which will become due within the 12 months following the date of this Amendment. The scheduled assessments are \$6 per share payable over a ten month period from February through November, 1992.

5. None of the unsold units are subject to mortgage or financing commitments.

6. The source of funds to meet the obligations described in paragraphs 2, 4 and 5 are rent receipts and the assets of the holder of unsold shares.

7. The holder of unsold shares is current on all financial obligations under this Plan and has been current for the 12 months preceding the date of this Amendment.

8. The Sponsor, principal of the sponsor or holder of unsold shares or units, as individual holder of unsold shares or units or as general partner or principal of the sponsor or holder, does not own more than ten per cent of the shares or units in any other building.

9. The Sponsor, principal of the sponsor or holder of unsold shares or units, as individual holder of unsold shares or units or as general partner or principal of the sponsor or holder, is current in its financial obligations in other cooperatives in which it owns shares.

10. Sponsor does not now and did not control the Board of Directors of the Cooperative Corporation since the date of conversion.

FOURTH: Financial protection to cooperative corporation pursuant to General Business Law Section 352-e(2-d).

General Business Law ("GBL") Section 352-e(2-d), a copy of which is attached to this amendment as Exhibit E, became law on July 23, 1991. It applies to all cooperative and condominium conversion plans except those where all shares or units have been sold. The law is intended to provide financial protection for a cooperative corporation or condominium association if a sponsor or investor fails to make monthly payments for its units.

In compliance with this new statute, the sponsor and/or holders of unsold shares on behalf of all offerors represent that:

1. In the event payment of maintenance, common charges, assessments or late fees by a sponsor or other investor who does not occupy the unit is more than thirty days late, rental payments from the tenant shall become directly payable to the cooperative corporation or condominium association. When the non-occupying owner resumes payment of maintenance and common charges on a current basis, non-purchasing tenants will be notified within three business days of such payments becoming current and their rental payments will once again be payable to the non-occupying owner.

2. The offeror will provide each non-purchasing tenant with irrevocable notice of the provisions contained in GBL Section 352-e(2-d).

3. Any rights existing under any other laws are not limited by this statutory requirement.

4. Payment by the non-purchasing tenant to the cooperative corporation or condominium associates done pursuant to GBL Section 352-e(2-d) relieves the non-purchasing tenant from the obligation to pay that rent to the non-occupying owner.

5. These requirements apply to the sponsor, its successors or assigns and all purchasers who are owners or occupied units or shares allocated to occupied units.

FIFTH: Escrow trust fund.

The disclosure contained in this amendment replaces and supersedes the former section of the plan dealing with the placing of downpayments in escrow. As of July 15, 1992 all downpayments will be placed in an account in conformity with the disclosure contained in this amendment.

The sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto.

Any provision of any contract or agreement, whether oral or in writing, by which a purchaser or subscriber purports to waive or indemnify any obligation of the escrow agent holding trust funds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the offering plan or in a purchase or subscription agreement. Purchasers

shall not be obligated to pay any legal or other expense of the sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

All deposits, downpayments, or advances made by purchasers prior to closing of each individual transaction, whether received before or after the date of consummation of the plan, will be placed, within five business days after the agreement is signed by all necessary parties, in a segregated special IOLA (Interest on Lawyer's Account) escrow account of Blumenthal & Lynne, a Professional Corporation, the Escrow Agent, whose address is 488 Madison Avenue, New York, New York 10022 and whose telephone number is (212) 758-0190. The signatories on this account authorized to withdraw funds are:

Richard L. Blumenthal
488 Madison Avenue
New York, New York 10022

William A. Newman
488 Madison Avenue
New York,
New York 10022

Benjamin Zinkin
488 Madison Avenue
New York, New York 10022

The name of the account is Blumenthal & Lynne Special Account, Escrow Account, located in Chemical Bank at 488 Madison Avenue, New York, New York 10022. This bank is covered by federal bank deposit insurance to a maximum of \$100,000 per individual deposit. [If an individual makes a downpayment in excess of \$100,000 for the purchase of a unit, it is a special risk of this offer that such deposit will not be federally insured in excess of \$100,000.] [If applicable]

The account will be non interest-bearing.

All instruments shall be made payable to or endorsed to the order of Blumenthal & Lynne as escrow agent.

Within ten business days after tender of the deposit submitted with the purchase or subscription agreement, the escrow agent will notify the purchaser or subscriber that such funds have been deposited into the escrow account and will provide the account number and the initial interest rate. If the purchaser or subscriber does not receive notice of such deposit within fifteen business days after tender of the deposit, the purchaser or subscriber may cancel the purchase and rescind so long as the right to rescind is exercised within ninety days after

tender of the deposit. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited and requisite notice was timely mailed to the purchaser or subscriber in conformity with the Attorney General's regulations.

Since all contracts are contingent upon the plan's becoming effective, under no circumstances shall sponsor apply for release of the escrowed funds of a defaulting purchaser until after consummation of the plan.

The escrow agent will hold funds in escrow until otherwise directed in

- (i) a writing signed by both sponsor and purchaser or subscriber; or
- (ii) a determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or
- (iii) a judgment or order of a court of competent jurisdiction.

If there is no written agreement between the parties to release the escrowed funds, the escrow agent will not pay the funds to the sponsor until the escrow agent has given the purchaser written notice of not fewer than ten business days. Thereafter, the funds may be paid to the sponsor unless the purchaser or subscriber has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General regulations and has so notified the escrow agent in accordance with such provisions.

The sponsor will not object to the release of the escrowed funds to

- (i) a purchaser who timely rescinds in accordance with an offer of rescission contained in the plan or an amendment to the plan;
- (ii) all purchasers after an amendment abandoning the plan is accepted for filing by the Department of Law.

Purchasers, subscribers, and the escrow agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the downpayment and any interest thereon. The sponsor must avail itself of

this procedure if there is a dispute which needs to be resolved. A form for this purpose is attached as Exhibit D to this amendment. The party applying for a determination must send all other parties a copy of the application.

Pending the determination of the Attorney General to grant or deny the application, the sponsor, the purchaser or subscriber, and the escrow agent shall abide by any interim directive issued by the Attorney General.

Attached to this amendment as Exhibit E is a copy of the escrow agreement which incorporates the terms of the Attorney General's regulation. The form of agreement incorporates the Attorney General's Model form and to the extent of any differences, the Model Form provisions supercede any other inconsistent provisions.

The escrow agent will maintain all records concerning the escrow account for seven years after the release of funds.

SIXTH: No other changes.

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

Dated: October 21, 1992

Bleecker Charles Company

Holder of Unsold 8shares

350 BLEECKER STREET APARTMENT CORP.

(A COOPERATIVE HOUSING CORPORATION)

FINANCIAL STATEMENTS
(CASH BASIS)

AND

SUPPLEMENTARY INFORMATION

DECEMBER 31, 1991 AND 1990

WEISS & FELDMAN

CERTIFIED PUBLIC ACCOUNTANTS

350 BLEECKER STREET APARTMENT CORP.
(A COOPERATIVE HOUSING CORPORATION)

DECEMBER 31, 1991 AND 1990

CONTENTS

	Page
Independent Auditor's Report	1-2
Financial Statements	
Statement of Assets and Liabilities	3-4
Statements of Revenues Collected, Expenses Paid and Retained Deficit	5
Notes to Financial Statements	6-8
Supplementary Information	
Supplementary Information Report	9
Schedules of Operating Expenses	10-11

WEISS & FELDMAN

CERTIFIED PUBLIC ACCOUNTANTS

WEISS & FELDMAN
CERTIFIED PUBLIC ACCOUNTANTS

BURTON FELDMAN, C.P.A.
MARK GUTTERMAN, C.P.A.
MARK L. MEINBERG, C.P.A.

280 PLANDOME ROAD
MANHASSET, NEW YORK 11030
(516) 365-6600
(212) 517-3016

INDEPENDENT AUDITOR'S REPORT

Board of Directors
350 Bleecker Street Apartment Corp.:

We have audited the accompanying statements of assets and liabilities arising from cash transactions of 350 Bleecker Street Apartment Corp. (A Cooperative Housing Corporation) as of December 31, 1991 and 1990, and the related statements of revenue collected and expenses paid for the years then ended. These financial statements are the responsibility of the corporations management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. 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.

As described in the Note 1, these financial statements were prepared on the basis of cash receipts and disbursements, which is a comprehensive basis of accounting other than generally accepted accounting principles.

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets and liabilities arising from cash transactions of 350 Bleecker Street Apartment Corp. (A Cooperative Housing Corporation) as of December 31, 1991 and 1990, and its revenue collected and expenses paid during the years then ended, on the basis of accounting described in Note 1.

Weiss & Feldman

April 20, 1992
Manhasset, New York

350 BLEECKER STREET APARTMENT CORP.
(A COOPERATIVE HOUSING CORPORATION)

STATEMENT OF ASSETS AND LIABILITIES

DECEMBER 31, 1991 AND 1990

	<u>1991</u>	<u>1990</u>
Property (Note 1)		
Land	\$ 2,779,843	\$ 2,779,843
Building and Improvements	<u>10,767,782</u>	<u>10,757,704</u>
	13,547,625	13,537,547
Less: Accumulated Depreciation	<u>3,559,632</u>	<u>2,996,619</u>
	<u>9,987,993</u>	<u>10,540,928</u>
Current Assets		
Cash and Short Term Investment	50,491	5,982
Tenant Alteration Security	<u>(2,500)</u>	<u>(2,500)</u>
	<u>47,991</u>	<u>3,482</u>
Total Assets	\$10,035,984	\$10,544,410
	=====	=====

See Notes to the Financial Statements.

350 BLEECKER STREET APARTMENT CORP.
(A COOPERATIVE HOUSING CORPORATION)

STATEMENT OF ASSETS AND LIABILITIES

DECEMBER 31, 1991 AND 1990

	<u>1991</u>	<u>1990</u>
Liabilities		
Mortgage Payable	\$ 3,000,000	\$ 3,000,000
Accrued Taxes Payable	<u>3,979</u>	<u>4,683</u>
Total Liabilities	<u>3,003,979</u>	<u>3,004,683</u>
Shareholders' Capital		
Common Stock	17,202	17,202
Capital In Excess Of Par	10,524,528	10,524,528
Additional Paid-in Capital	113,653	113,653
Accumulated Deficit	<u>(3,623,378)</u>	<u>(3,115,656)</u>
Total Shareholders' Capital	<u>7,032,005</u>	<u>7,539,727</u>
Total Liabilities and Shareholders' Capital	\$ 10,035,984 =====	\$ 10,544,410 =====

See Notes to the Financial Statements.

350 BLEECKER STREET APARTMENT CORP.
(A COOPERATIVE HOUSING CORPORATION)

STATEMENTS OF REVENUES COLLECTED AND EXPENSES PAID
THE YEARS ENDED DECEMBER 31, 1991 AND 1990

DECEMBER 31, 1991 AND 1990

	<u>1991</u>	<u>1990</u>
REVENUES:		
Maintenance Charges	\$ 878,907	\$ 798,507
Commercial Rent Income	93,167	86,000
Commercial Rent Additional	26,690	22,650
Coin Machine	8,800	13,200
Interest Income	3,272	4,909
Flip Tax	7,180	2,150
Sublet Fees	11,062	2,494
Late Fee Charges	502	850
Interview Fee Income	3,600	2,600
Other Income	-	90
Real Estate Tax Rebate	-	(18,484)
	<u>1,033,180</u>	<u>914,966</u>
Operating Expenses:		
Taxes and Interest	595,967	579,555
Utilities	85,040	85,057
General and Administrative	98,231	92,729
Labor and Related Expense	164,637	157,013
Repairs and Maintenance	34,014	44,070
Total Cost of Operations	<u>977,889</u>	<u>958,424</u>
Income (Loss) from Operations	55,291	(43,458)
Non-Operating Expenses		
Depreciation Charges	<u>563,013</u>	<u>562,464</u>
	<u>563,013</u>	<u>562,464</u>
Net Income (Loss)	(507,722)	(605,922)
Retained Deficit;		
Beginning of Period	<u>(3,115,656)</u>	<u>(2,509,734)</u>
Retained Deficit;		
End of Period	\$ (3,623,378)	\$ (3,115,656)
	=====	=====

See Notes to the Financial Statements.

350 BLEECKER STREET APARTMENT CORP.
(A COOPERATIVE HOUSING CORPORATION)

NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies:

Organization:

The Corporation was incorporated in 1981, under the laws of the state of New York and qualifies under the Internal Revenue Code section 216 (b) (1) as a Cooperating Housing Corporation. The Corporation authorized 17,202 shares of \$1 par common stock, which are issued and outstanding. On August 1, 1985 the Corporation purchased from the sponsor, Bleecker Charles Company, the apartment complex at 350 Bleecker Street and commenced its business as a Cooperative Housing Corporation. The Corporation owns the six story building located at 350 Bleecker Street, New York and consists of 137 residential apartments, two commercial stores and a garage.

Basis of Presentation:

The accompanying financial statements have been prepared on the same basis as the Corporation files its federal income tax return, the cash basis of accounting. Accordingly, revenues and related assets are recognized when received rather than when earned, and expenses are recognized when paid rather than when the obligation is incurred.

Property and Depreciation:

Land and building improvements are stated at cost. The cost allocated to the building and building improvements made during 1986 will be recovered over a 19 year period using the Accelerated Cost Recovery System method of depreciation. Improvements made subsequent to 1986 will be recovered over a 27 1/2 year period using the Modified Accelerated Cost Recover System method of depreciation.

Revenue:

Residential maintenance is based on an annual budget determined by the Board of Directors. Commercial revenues are based upon existing lease agreements. Shareholders are billed monthly for proprietary maintenance based on their respective stock holdings. The corporation retains excess operating funds in short term liquid investments.

350 BLEECKER STREET APARTMENT CORP.
(A COOPERATIVE HOUSING CORPORATION)

NOTES TO FINANCIAL STATEMENTS

2. Mortgage Obligation:

The present mortgage, held by the Development Bank of Singapore, Ltd. is for \$3,000,000 for a period of ten years due November 6, 1996 with interest only at an interest rate of 9.75% per annum, requiring monthly payments of \$24,375 with no amortization or real estate escrow.

3. Transaction with Related Parties:

The Corporation has a management agreement with a managing agent whose principal is the general partner of Bleecker Charles Company, the cooperative's sponsor.

4. Federal Income Taxes:

The Internal Revenue Service has taken the position that real estate cooperatives are subject to Section 277 of the Internal Revenue Code.

Section 277 of the Code provides that a membership organization that is operated to provide services to members is permitted to deduct expenses attributable to the furnishing of services to the members only to the extent of the income derived during such year from its members. Section 277 permits a membership organization to reduce income from non-membership sources only by expenses incurred in generating this income. Accordingly, income from non-membership sources such as interest, commercial rental, professional apartment rental, etc., in excess of expenses properly attributable thereto may be subject to federal tax.

Income tax liability that may result from the above is not reflected in the attached financial statements. If the position of the Internal Revenue Service is sustained by the courts, such liability will be reflected in future financial statements.

350 BLEECKER STREET APARTMENT CORP.
(A COOPERATIVE HOUSING CORPORATION)

NOTES TO FINANCIAL STATEMENTS

5. Master Commercial Lease Provisions:

Under the terms of the Master Commercial Lease, a percentage of the increase in real estate taxes and specified overhead costs allocable to the commercial space will be paid to the Cooperative as additional rent. At December 31, 1990 the amount due to the Cooperative from this provision was \$26,690. This amount was paid in 1991.

6. Mortgage Interest and Real Estate Taxes:

During the calendar years ended December 31, 1991 and 1990 the Corporation incurred mortgage interest expense and real estate taxes which were passed through to the shareholders as personal income tax deductions. The applicable per share amounts were \$15.4097 and \$15.4097 for mortgage interest and \$14.1767 and \$15.4676 for real estate taxes, respectively. These amounts represent per share deductions for shareholders who were shareholders of the Corporation for the entire year. Shareholders who were not shareholders of the corporation for the entire year are entitled to only a pro-rata share of the deduction.

7. Special Assessment:

During 1989, the Board of Directors authorized a special assessment of \$1.25 per share per month for a period of six months, beginning in August. Shareholders were given the option of making a one time payment of \$7.50 in August. The proceeds were to provide for improvements. This special assessment increases each individual shareholder's basis in the Cooperative's stock and does not result in any additional interest or real estate tax deductions.

SUPPLEMENTARY INFORMATION

WEISS & FELDMAN
CERTIFIED PUBLIC ACCOUNTANTS

BURTON FELDMAN, C.P.A.
MARK GUTTERMAN, C.P.A.
MARK L. MEINBERG, C.P.A.

280 PLANDOME ROAD
MANHASSET, NEW YORK 11030
(516) 365-6600
(212) 517-3016

To the Shareholders of
350 Bleecker Street Apartment Corp.:

We have audited the financial statements of 350 Bleecker Street Apartment Corp. (A Cooperative Housing Corporation) for the years ended December 31, 1991 and 1990, and those statements, together with our report thereon, are presented in the preceding section of this report.

Our audits were made for the purpose of forming an opinion on the basic financial statements of 350 Bleecker Street Apartment Corp. (A Cooperative Housing Corporation) for the years then ended taken as a whole. The supplementary information on pages 10 and 11 are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Weiss & Feldman

April 20, 1992
Manhasset, New York

350 BLEECKER STREET APARTMENT CORP.
(A COOPERATIVE HOUSING CORPORATION)

SCHEDULES OF EXPENSES PAID
DECEMBER 31, 1991 AND 1990

	<u>1991</u>	<u>1990</u>
Taxes and Interest		
Real Estate Taxes	\$ 293,598	\$ 278,329
New York State Franchise Taxes	5,488	3,262
New York City General Corporation Taxes	3,698	4,746
Metropolitan Transit Surcharge	533	568
New York City Vault Tax	150	150
Mortgage Interest	<u>292,500</u>	<u>292,500</u>
	<u>595,967</u>	<u>579,555</u>
Utilities		
Fuel & Heating Oil	29,766	31,422
Electric & Gas	18,436	19,634
Water & Sewer Charges	<u>36,838</u>	<u>34,001</u>
	<u>85,040</u>	<u>85,057</u>
General and Administrative		
Insurance	39,611	36,279
Management Fees	42,000	42,000
Legal	850	430
Accounting	5,300	5,300
Telephone	1,105	877
Postage & Stationery	843	736
Licenses, Permits & Violations	1,716	3,297
Office Expenses	5,940	2,553
Miscellaneous Expenses	366	109
Security	<u>500</u>	<u>1,148</u>
	<u>98,231</u>	<u>92,729</u>
Labor and Related Expenses		
Payroll	134,351	126,057
FICA	9,677	15,086
Hospitalization	<u>20,609</u>	<u>15,870</u>
	<u>164,637</u>	<u>157,013</u>
	=====	=====

See Notes to the Financial Statements.

350 BLEECKER STREET APARTMENT CORP.
(A COOPERATIVE HOUSING CORPORATION)

SCHEDULES OF EXPENSES PAID
DECEMBER 31, 1991 AND 1990

	<u>1991</u>	<u>1990</u>
Repairs and Maintenance		
Boiler, Heating & Plumbing	\$ 14,064	\$ 12,560
Janitorial Supplies	4,631	4,529
Elevator	6,323	7,541
Windows	491	0
Incinerator	526	6,028
Intercom & Door	1,744	5,518
Landscaping	663	3,044
Exterminating	1,296	1,217
Painting & Cleaning	4,276	3,633
	<u>\$ 34,014</u>	<u>\$ 44,070</u>
 Total expenses paid (pages 10 & 11)	 \$ 977,889	 \$ 958,424
	=====	=====

See Notes to the Financial Statements.

1992 BUDGET

350 BLEECKER STREET APARTMENT CORP.

(A COOPERATIVE HOUSING CORPORATION)

BUDGET AND STATEMENT OF WORKING CAPITAL FLOW

WEISS & FELDMAN

CERTIFIED PUBLIC ACCOUNTANTS

350 BLEECKER STREET APARTMENT CORP.
(A COOPERATIVE HOUSING CORPORATION)
BUDGET AND STATEMENT OF WORKING CAPITAL FLOW

	<u>1992</u> <u>BUDGET</u>
Income:	
Commercial rent income	\$ 86,000
Coin machine	13,000
Commercial rent additional	<u>26,000</u>
	\$125,000
	=====
Taxes and Interest:	
Real estate taxes	293,000
Corporate taxes	8,000
Mortgage interest	<u>292,500</u>
	\$593,500
	=====
Utilities:	
Fuel and heating oil	30,000
Electric and gas	21,000
Water and sewer charges	<u>37,000</u>
	\$88,000
	=====
General and Administrative:	
Management fees	\$ 42,000
Insurance	40,000
Legal	1,000
Audit fees	5,600
Telephone and sundries	3,500
Office expenses	<u>3,000</u>
	\$ 95,100
	=====
Labor and Related Expenses	
Payroll	\$133,000
Payroll taxes and benefits	<u>24,000</u>
	\$157,000
	=====

WEISS & FELDMAN

CERTIFIED PUBLIC ACCOUNTANTS

350 BLEECKER STREET APARTMENT CORP.
(A COOPERATIVE HOUSING CORPORATION)
BUDGET AND STATEMENT OF WORKING CAPITAL FLOW

Repairs and Maintenance: \$ 30,000

30,000

Total Operating Expenditures 963,600

Excess Expenditures Over Revenues 838,600

*Maintenance Charges Required to cover
Expenditures 838,600

	<u>Annual</u>	<u>Monthly</u>	Per Share <u>Annual</u>	Per Share <u>Monthly</u>
Projected Budget Requirements On basis of 17202 shares	\$838,600	\$ 69,883	\$48.75	4.06

EXHIBIT C

SCHEDULE OF UNSOLD UNITS

LA-86	3K-130	1T-82
2A-104	4K-132	2T-81
	5K-134	4T-88
	6K-140	6T-92
LB-124	1L-126	
1B-126		3U-108
6B-140	3L-130	6U-115
		2V-106
		3V-108
4C-110	LM-124	
		1W-82
	6M-140	2W-84
	LN-77	1X-92
6D-92	1N-126	
	4N-132	
LE-181		
1E-185		
4E-194		
5E-200	1P-185	
6E-219	3P-191	
	4P-194	
1F-82	5P-200	
5F-90	6P-206	
6F-92		
2G-187		
4G-194		
6G-219	4R-132	
	6R-150	8,096 unsold shares constitute
LH-77		47% of outstanding shares
	1S-18S	
	2S-187	
	3S-191	
1J-126	4S-194	
2J-128	SS-200	
	6S-219	
5J-134		
6J-140		

APPLICATION TO THE ATTORNEY GENERAL
FOR A DETERMINATION ON THE
DISPOSITION OF DOWNPAYMENTS

[Send this application to the reviewing attorney assigned to the subject plan.]

Re: _____
Address of Building or
Name of Project

File Number: _____

Application is made to the Attorney General to consider and determine the disposition of down payments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application:

1. Name _____
of Applicant

2. Address _____
of Applicant

3. Name, Address, and Telephone Number
of Applicant's Attorney (if any) _____

4. This is an application for
[] return of downpayment.
[] forfeiture of downpayment.
[] other: _____

5. The project is [] a conversion of occupied premises.
[] newly constructed or rehabilitated.
[] vacant (as is).

6. The project is structured as
[] a cooperative.
[] a condominium.
[] a homeowners association.
[] a timeshare.
[] other: _____

7. Name and Address
of Sponsor: _____

8. Name and Address
of Escrow Agent: _____

9. If downpayments are maintained in an escrow account:

(a) Name of account _____

(b) Name and address
of bank _____

(c) Account number (if known) _____

(d) Initial interest rate (if known) _____

10. If downpayments have been secured by bonds:

(a) Name and address of
bond issuer or surety: _____

(b) Copy of bond included in this application. (DO NOT SEND ORIGINAL BOND.) If not included, explain:

11. If downpayments have been secured by a letter of credit:

(a) Name and address of bank which issued the letter of credit: _____

(b) Date of expiration of the letter of credit, if known:

12. Plan information:

(a) Date of filing of plan: _____

(b) Plan
 has been declared effective. Approximate date: _____
 has not been declared effective.

(c) If effective, the plan
 has closed or the first unit has closed. Approximate date: _____
 has not closed.
 don't know.

(d) Downpayments are secured by
 escrow account.
 bonds.
 letter of credit.

13. Contract information:

(a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)

(b) Date on which subscription or purchase agreement was signed: _____

(c) Date(s) of downpayment(s): _____

(d) Total amount of downpayment(s):

(e) Names and addresses of subscribers or purchaser
affected by this application:

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

15. I am contemporaneously sending a copy of this application to the following person: _____

Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: _____ Date: _____

Name (Printed): _____

Telephone: (Home) _____ (Business) _____

Mailing Address: _____

EXHIBIT E

STATE OF NEW YORK

Chapter 594, Laws 1991 Cal No. 650
1991-1992 Regular Sessions

IN ASSEMBLY

Effective July 23, 1991

Introduced by M. of A. IALESKI, GRANNIS, MAYERSOHN, CLARK, SILVER - Multi-Sponsored by - M. of A. BOYLAND, CATAPANO, COOK, CROMLEY, DANIELS, DAVIS, HARLINBERG, HIKIND, HILLMAN, JOHN, KAUFMAN, NORELLE, NOLAN, RAMIREZ, SNADERS, WEISENBERG - (at request of the Department of Law) - read once and referred to the Committee on Housing - reported from committee, advanced to a third reading, amended and or-dered reprinted, retaining its place on the order of third reading

AN ACT to amend the general business law, in relation to real estate syndication offerings

The people of the State of New York, represented in Senate and Assem-bly, do enact as follows:

1 Section 1. Section 352-e of the general business law is amended by
2 adding a new subdivision 2-d to read as follows:
3 2-d. (a) "Non-occupying owner" shall mean the owner of shares in a
4 cooperative corporation who does not reside in the apartment assigned to
5 its shares, when the apartment is occupied by a non-purchasing tenant;
6 or the owner of a unit in a condominium who does not reside in the unit.
7 when the unit is occupied by a non-purchasing tenant. "Non-purchasing
8 tenant" shall have the same meaning as that term is defined in paragraph
9 (e) of subdivision one of sections three hundred fifty-two-eee and three
10 hundred fifty-two-eeee of this chapter.
11 (b) The attorney general shall also refuse to issue a letter stating
12 that the offering has been filed, or in the case of a plan already ac-
13 cepted for filing, shall refuse to accept an amendment to the plan un-
14 less the offering statement, prospectus, plan or amendment provides that
15 when a non-occupying owner fails to make all payments due on such shares
16 or units, including but not limited to maintenance payments, common
17 charges assessments or late fees, within thirty days after they are

EXPLANATION: - matter in italics (underscored) is new; matter in brackets [] is old law to be omitted.

1 due, upon notice in accordance with paragraph (c) of this subdivision,
2 all rental payments from the non-purchasing tenant residing in such
3 apartment or unit shall be directly payable to the apartment corporation
4 or condominium association. The offeror shall provide each non-
5 purchasing tenant with irrevocable notice of the provision of this
6 subdivision.

7 (c) If maintenance payments, common charges or other fees due from the
8 non-occupying owner have not been paid in full, the cooperative corpora-
9 tion board of directors or condominium board of managers shall provide
10 written notice within forty-five days after the earliest due date to the
11 non-purchasing tenant and the non-occupying owner providing that, com-
12 mencing immediately and until such time as payments are made current,
13 all rental payments due are to be made payable to the cooperative cor-
14 poration or condominium association at the address listed on the notice.
15 Where a majority of the board of directors or managers has been elected
16 by and from among the shareholders or unit owners who are in occupancy,
17 the board may elect not to require that rental payments be made payable
18 to the cooperative corporation or condominium association. At such time
19 as payments from the non-occupying owner are once again current, notice
20 of such fact shall be given within three business days to the non-
21 purchasing tenant and non-occupying owner. Thereafter all rental
22 payments shall be made payable to the non-occupying owner. A non-
23 occupying owner who disputes the corporation's or association's right to
24 receive rental payments pursuant to this section shall be entitled to
25 present facts supporting its position at the next scheduled meeting of
26 the board of directors or board of managers, which must be held within
27 thirty days.

28 (d) Nothing in subdivision shall limit any rights existing under
29 any other law.

30 (e) Payment by a non-purchasing tenant to the cooperative corporation
31 or condominium association made in accordance with this subdivision
32 shall relieve that non-purchasing tenant from the obligation to pay that
33 rent to the non-occupying owner.

34 § 2. This act shall take effect immediately and shall apply to all of-
35 fering plans not yet accepted for filing and to all plans already ac-
36 cepted for filing except those plans where all of the shares or units
37 have been sold.

ESCROW AGREEMENT BETWEEN BLEECKER CHARLES COMPANY
AND BLUMENTHAL AND LYNNE, A PROFESSIONAL CORPORATION
BASED ON THE
ATTORNEY GENERAL
OF THE STATE OF NEW YORK
MODEL FORM FOR ESCROW AGREEMENT

AGREEMENT made this 5th day of October, 1992, between Bleecker Charles Company ("SPONSOR") as sponsor of the offering plan and Blumenthal & Lynne, a Professional Corporation ("ESCROW AGENT") as escrow agent.

WHEREAS, Bleecker Charles Company is the sponsor of an offering plan to convert to cooperative ownership the premises located at 350 Bleecker Street, New York, New York 10014, which premises are known as 350 Bleecker Street, New York, New York 10014; and

WHEREAS, Blumenthal & Lynne, a Professional Corporation, 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 Chemical Bank (depository bank) at its branch located at 488 Madison Avenue, New York, New York. The account number is 112-023045.

1.2 The name of the account is Blumenthal & Lynne, a Professional Corporation Attorney IOLA Account Special Account.

1.3 ESCROW AGENT is the sole signatory on the account.

1.4 The escrow account shall not be an interest-bearing account as disclosed in the offering plan.

1.5 The escrow account is 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 payor, 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

Blumenthal & Lynne as escrow agent for the Sponsor of the 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 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, if any. If the purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the deposit, the purchaser may cancel the purchase and rescind within ninety (90) days after tender of the deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is

submitted establishing that the escrowed funds were timely deposited in accordance with these regulations and requisite notice was timely mailed to the subscriber or purchaser.

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 G8L 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 not 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.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the escrow account for seven 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 Purchaser, and ESCROW AGENT acknowledges its fiduciary obligations.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, 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 cancelled, 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 and 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 circumstance.

11. SEVERABILITY.

11.1 If any provision of this Agreement or the application thereof to any person or circumstance 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

BLUMENTHAL & LYNNE,
a Professional Corporation

By: 

Richard L. Blumenthal,
President

SPONSOR

BLEECKER CHARLES COMPANY

By: 

Kenneth B. Newman,
Partner