

NOTICE OF CLAIM

To GAIL WOLANIN YOUNG, TOWN CLERK of the TOWN of NEW HARTFORD:

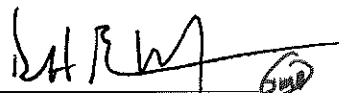
PLEASE TAKE NOTICE that TRAHWEN, LLC, TRAHWEN-B, LLC and TRAHWEN-C, LLC, the claimants herein, by its attorney, James A. Boglioli, Esq., 570 Delaware Avenue, Buffalo, New York, hereby makes the claim against the TOWN of NEW HARTFORD, in the County of HERKIMER, State of NEW YORK, for damages sustained by its breach of a Pre-Development Agreement as hereinafter set forth.

The claimants have offices at c/o Benderson Development Company, 8441 Cooper Creek Boulevard, University Park, Florida 34201.

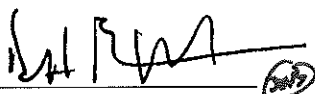
The damages complained of occurred on or about the 8th day of January, 2010.

The damages were sustained by reason that the TOWN of NEW HARTFORD violated the Pre-Development Agreement in that the funds paid by claimants and/or claimants predecessor pursuant to the Pre-Development agreement, upon information and belief, were not utilized by the Town consistent with that agreement. The Pre-Development Agreement required that the funds provided by claimants and/or claimants predecessor only be used for specific activities, limited to wetland and stormwater mitigation projects located in the GEIS study area, improvements to the police force and retiring the debit service for the GEIS. The injuries sustained by the claimants were caused by a breach of contract on the part of the TOWN of NEW HARTFORD in that the Town failed to return any of the un-used or improperly used funds to the claimants as required by the Pre-Development Agreement. The nature and extent of the damages are as follows: the return of all or a portion of the \$437,134.00 paid by claimants and/or claimants predecessor as required by the Pre-Development Agreement.

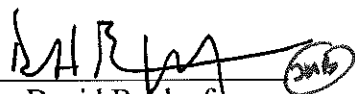
TRAHWEN, LLC

By: 
David Baldauf
Its: Manager

TRAHWEN-B, LLC

By: 
David Baldauf
Its: Manager

TRAHWEN-C, LLC

By: 
David Baldauf
Its: Manager

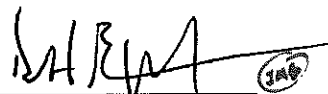
STATE OF NEW YORK

s.s.:

COUNTY OF ERIE

David Baldauf being duly sworn, says that he is the Manager the claimant, TRAHWEN, LLC, named in the foregoing claim, that he has read the same and knows the contents thereof, that the same is true to his own knowledge, except as to the matters alleged upon information and belief and as to those items, he believes it to be true

TRAHWEN, LLC

By: 
David Baldauf
Its: Manager

Sworn to before me this 29
day of March, 2010.


Notary Public

SHERRY A. KEKLAKE
Notary Public, State of New York
Registration No. 01KE6018498
Qualified in Erie County
My Commission Expires January 11, 2011

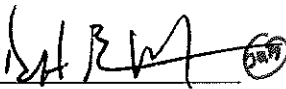
STATE OF NEW YORK

s.s.:


COUNTY OF ERIE

David Baldauf being duly sworn, says that he is the Manager of the claimant, TRAHWEN-B, LLC, named in the foregoing claim, that he has read the same and knows the contents thereof, that the same is true to his own knowledge, except as to the matters alleged upon information and belief and as to those items, he believes it to be true

TRAHWEN-B, LLC

By: 
David Baldauf
Its: Manager

Sworn to before me this 29
day of March, 2010.


Notary Public

SHERRY A. KEKLAKE
Notary Public, State of New York
Registration No. 01KE6018498
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My Commission Expires January 11, 2011

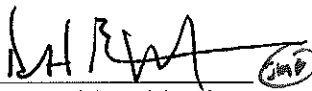
STATE OF NEW YORK

s.s.:

COUNTY OF ERIE

David Baldauf being duly sworn, says that he is the Manager of each of the claimant, TRAHWEN-C, LLC named in the foregoing claim, that he has read the same and knows the contents thereof, that the same is true to his own knowledge, except as to the matters alleged upon information and belief and as to those items, he believes it to be true

TRAHWEN-C, LLC

By: 
David Baldauf
Its: Manager

Sworn to before me this 29
day of March, 2010.


Notary Public

SHERRY A. KEKLAKE
Notary Public, State of New York
Registration No. 01KE6018498
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