

SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF SULLTVAN

ARON FIXLER; MATEH EPHRAIM, LLC AKA
KOLEL MATEH EFRAIM, LLC,
Plaintiffs.
-against-
HELEN-MAY HOLDINGS. LLC and
IRENE GRIFFIN,

AFFIDAVIT IN SUPPORT OF PLAINTIFF'S ORDER TO SHOW CAUSE

JACK LEFKOWITZ, being duly sworn, deposes and says:

1. That I am the Managing Member of Mateh Ephraim, LLC a/k/a Kolel Mateh Efraim, LLC, the Plaintiff in the above-entitled action and am fully familiar with the facts and circumstances hereinafter set forth. I submit this affidavit in support of my application for an order to show cause seeking a preliminary injunction pendent elite and permanent injunction as well as a temporary restraining order, a.) enjoining defendants Helen-May Holdings, LLC and Irene Griffin from all acts of interference while Plaintiff remains in rightful possession of the premises as contract vendee in order to keep the status quo while the issues as the real estate contract are determined; b.)for an order imposing a temporary restraining order and preliminary injunction forbidding defendants from commencing a summary proceeding in the Town Court of Cochection, Sullivan County, to evict the Plaintiff, Mateh Ephraim, LLC, as it is an improper course of action. Unless a temporary restraining order and preliminary injunction are issued pending the determination of this action, the lives of not only myself, but hundreds of children and their families will be severely and adversely affected.

2. Without the immediate relief I seek to impose a preliminary injunction and temporary restraining order on the defendants, approximately Two Million Dollars that plaintiff Mateh Ephraim, LLC has spent to improve and enhance the property over the past three years will be lost, (They have told the court that they have no money!! Their schedules show nothing of the Two Million Dollars they claim to have spent. Nor does the property reflect any of this expenditure. They continually make these false and perjurous claims without there being any consequences! Where are they hiding it? They have utilized three different corporate identities in this case, which they deliberately and freely interchange, or co-mingle in an effort to deceive the court, and the creditors. Our contract is with Kolllel Mateh Efraim, and not with either of the aforementioned LLC's. No doubt, a peek into the accounts and assets of these entities will reveal a plethora of fraudulent transactions.) along with all of the families of over 100 children who have paid summer camp fees (Again, where is this demonstrated in their bankruptcy filings over the past three years?) and made arrangements to spend the summer at our camp will have no place to go. On the other hand, the defendants have received a Bankruptcy Court Order for the use and occupancy of the property and are not in any way harmed by the continuation of plaintiff Mateh Ephraim, LLC's occupancy of the property pending the outcome of this litigation. (After three years of litigation, they have yet to pay any adequate protection as provided by common bankruptcy law. This was due to the fact that they made unsubstantiated allegations against us, which we completely disproved, but the court never rescinded or corrected its punitive ruling. Three months ago, we received a bankruptcy court order for use and occupancy dating from July of 2005, but they have yet to comply with this order.)

3. Furthermore, plaintiff Mateh Ephraim's injunction is even more urgent because the defendant Irene Griffin's husband came upon the property on the afternoon of Friday

June 22, 2007 and announced to all that the premises must be vacated by Monday, June 25, 2007 and that a security fence would be installed to bar the plaintiff and all of its guests and invitees from entering the premises. Accordingly, this creates a dangerous and volatile situation that must be defused. (Irene & I departed for Harrisburg, PA on June 21, right after an appearance in bankruptcy court, and returned on Monday, June 25th. The plaintiff/debtor has, over the past four years leveled many reckless and unsubstantiated allegations, and has yet to be held accountable. Thus, he continues to do so without impediment. Item 15 makes further inflammatory allegations that when taken collectively the implication is that I am a loose cannon posing a threat to the peaceful occupancy by "more than 100 children and at least 30 adult staff." I take this very seriously as it is now a documented allegation that is designed to defame me, to cast suspicion upon my character, and ultimately to prejudice the court against me. I believe that I have demonstrated exemplary restraint throughout this ordeal being perpetrated by a criminal psychopath!)

4. As set forth in the summons and complaint, a copy of which is annexed hereto as Exhibit "A", plaintiff is seeking specific performance of the contract, in addition to reformation of the contract based on the discovery that the defendant's representation that the property to be conveyed contained 77 acres was false and in fact the property only contained 60 acres of land. (No misrepresentation ever occurred! The plaintiff in this case was extended a courtesy of occupancy for six months while they conducted their due diligence. This, in and of itself demonstrates the good faith and the willingness of the contract vendor to accommodate the contract vendee in this transaction. Furthermore, at all times, the contract vendor advised (in the contract) that they made no representations, actual or implied, as to the acreage and directed the contract vendee's attention to this fact. Further stipulations in the contract, and the extension of same advised that after so many months of occupancy, the issue of acreage was foreclosed and forever barred. With the advice of counsel, the vendee agreed to this condition of the contract, and affixed his signature to the contract with full knowledge of this condition)

5. On April 29, 2004, plaintiff Aron Fixler and defendant entered into a contract of sale for the property located at 1141 County Road #114, Town of Cocheton, County of Sullivan, State of New York (Section 1; Block 1; Lot 39.1). A copy of the Contract of Sale annexed hereto as Exhibit "8".

6. On May 18, 2004 plaintiff Aron Fixler assigned all rights and obligations under the Contract of Sale to plaintiff Mateh Ephraim, LLC a/k/a Kolel Mateh Efraim, LLC. A copy of the assignment is annexed hereto as Exhibit "C". (The contract of sale **was not** to Mateh Ephraim, LLC a/k/a Kolel Mateh Efraim, LLC! They conveniently misstate the true assignee, Kolel Mateh Efraim, Abraham C. Steinwurz. Their statement here does not even coincide with their own evidence in exhibit "C." A cross reference of tax id numbers further identifies Kolel Mateh Efraim as the assignee.)

7. Pursuant to numerous representations by defendants, both oral and written, the property at the time the contract was executed was to contain 77 acres of land. (They conveniently leave out the disclosure mentioned in #4 above! This has little or nothing to do with the acreage and everything to do with the consequences of their own default)

8. On June 3, 2004, plaintiff and defendant Helen-May Holdings, LLC entered into an Occupancy Agreement whereby plaintiff was granted the exclusive right to use, occupy, maintain and utilize the premises up and until the date of Closing. (A copy is annexed hereto as Exhibit "D"). (There was a sunset clause of September 27, 2004)

9. Subsequent to entering into the occupancy agreement with defendant, and prior to the closing date, I had a meeting with defendant Griffin whereby I observed in her possession a survey of the property. When I asked defendant Griffin to see the survey,

she confirmed that it indeed was the survey to the property but that I had to procure my own survey of the property and refused to let me view the survey. (An out & out lie! We never had a survey or none of this would be taking place. This doesn't even make any sense. If it were our intention to perpetrate a fraud regarding the acreage, we would have to be stupid to extend an agreement for them to occupy the property. The previous owners did not have a survey and neither did we. Lefkowitz knows that the document my wife held up was my own proprietary business plan for developing the property had we chosen to do so. Yes, I was unwilling to let him see my proprietary business plan, and I told him so. This is yet another example of a psychopathic liar.)

10. Prior to the scheduled closing date, I received a survey of the property only to find out that the property consisted of 60 acres of land, not the 77 acres of land that I was lead to believe. (He neglects to include that although the survey was performed in June, he conveniently claims that he didn't see it until September 27; a date that coincides with a bankruptcy case filed **against him** in the **ALLOU Bankruptcy case**. (An ongoing case that includes arson, and fraud.) He also neglects to state that he contracted for his own appraisal that valued the property at more than twice what he was paying for it. Furthermore, he neglects to state that he wrongfully and illegally represented himself as owning the property when he approached a funding company where he was able to secure funding for \$5,000,000.00, five million dollars!!, based on the value of the property)
11. Immediately upon discovering the reduction of acreage of the property, contract negotiations began regarding a reduction in purchase price, however, defendant refused to reduce the purchase price and placed a "Time was of the Essence" upon the contract. (A copy a letter is annexed hereto as Exhibit "E"). (Is he now saying that he did, in fact have prior knowledge of the results of his own survey? I believe he is conveniently confused about his dates. "Time is of the essence" was in the September 22nd letter, "Exhibit E" which I believe predates his previously stated September 27th "eureka" moment!. One more lie in an ocean full of them!)
12. On November 15, 2007 Plaintiff Mateh Ephraim, LLC a/k/a Kolel Mateh Efraim, LLC filed Chapter 11 Bankruptcy petition in the United States Bankruptcy Court, for the Southern District of New York, which created an automatic stay on all proceedings and most significantly the defendants attempts to terminate the contract by virtue of its time of the essence letter. (Wrong! They filed this case on October 4th when the automatic stay took effect, and they alleged a stay violation! This was in the name of the religious corp., Kolliel Mateh Efraim. They are so caught up in their own lies and deceptions that the entire fabric of their case is laid bare!)
13. On June 5, 2007, after much litigation and adversary proceedings by Order the Court by the Honorable Stuart M. Bemstein, U.S. Bankruptcy Judge, the automatic stay was lifted and vacated with respect to this contract and the rights there-under. The reason the Court gave in its colloquy for lifting the automatic stay vacating the parties rights and obligations with respect to the contract for sale for the real property, was best left to the State County for determinations of local issues. (A copy of the Order is annexed hereto as Exhibit "F"). (I don't believe this was the correct interpretation of colloquy. This was simply about the creditor pursuing their rights for vacant possession in the local town court. "Vacating the parties' rights and obligations with respect to the contract for sale for the real property" was never a consideration! Au contraire! These are issues still before Chief Judge Bernstein in Federal Bankruptcy Court!)
14. On June 19, 2007, Plaintiff Mateh Ephraim, LLC a/k/a Kolel Mateh Efraim, LLC was served with a Ten Day Notice to Quit and vacate. (A copy of the Notice is annexed hereto as Exhibit "G").

15. On June 22, 2007, defendant Griffin's husband appeared on the property informing plaintiff that plaintiff had to vacate the premises by Monday, June 25, 2007 or that defendant was going to be erecting a security fence to keep plaintiff off the premises. That timing was deliberate and intended to be inflammatory because the defendant knew that on Wednesday June 27, 2007, more than 100 children and at least 30 adult staff were due to arrive for the summer camp session. (We left for Harrisburg, PA immediately after court on June 21st, and remained there until Monday, June 25th. Furthermore, this affidavit is our first understanding of the impending arrival of more than 100 children and at least 30 adults on June 27th. Where's the money!!!!)
16. By operation of law, once the contracts were executed by both plaintiff and defendant, plaintiff became a vendee with an equitable lien in the property and defendants became vendor, holding legal title in trust for the plaintiff/vendee. Accordingly, defendants may not summarily dispose of the vendees equitable ownership and remove the plaintiffs as vendees in possession without bringing in an action to foreclose the vendee's equity of redemption. (The plaintiff in this cause of action is not now, and never has been the contract vendee! The plaintiff in this cause of action is Mateh Efraim, LLC, a/k/a Kollel Mateh Efraim, LLC, and a contract has never existed between this plaintiff and this defendant. The contract vendee is Kolel Mateh Efraim, a religious corporation. They are identified as the assignee of the contract, as is made abundantly clear by exhibit "C" in this cause of action. Therefore, this action is without predicate and thereby totally lacking at its very foundation. Furthermore, they have deliberately, and with malice filed this cause of action knowing that they were not entitled to do so. The court should find this plaintiff, and their counsel to be in contempt. They should be sanctioned, and immediately removed from the property. Although it is not this plaintiff's cause to argue, never the less, any purported "equitable lien" expired when the debtor failed to equitably bind the contract on September 27, 2004. Counter to bankruptcy law, their chapter 11 was filed on October 5th, 2004, or eight days after they stopped a check and entered into a final default. Their defaults began with their occupancy in June of 2004, and they were notified in writing of such defaults which they failed to cure after seven notifications. Yet, they have managed to survive the defaults, and continue to occupy the property while staying the title owners from the property for almost three years.)
17. Additionally, since June of 2004, when we executed the occupancy agreement, we have spent considerable amounts of money, the contract down payment of \$140,000.00 and approximately Two Million Dollars in improvements and enhancements to the property. Furthermore, each summer we have utilized the property as a non-for profit educational summer camp for boys from the New York City area during the summer months. We are currently expecting approximately over One Hundred (100) children and Thirty (30) adult staff members to be joining us, starting on Wednesday, June 27, 2007 for the 2007 summer season. All of these children and their families have paid for the camp and have made according arrangements. (Have they declared any of this in their bankruptcy schedules? They claim to have no money, and yet they've spent over \$2,000,000.00 on the property? I don't think so!!! And, they've been paid for all of the families? Where's the money they were ordered to pay us? Obviously hidden in the religious corporation. Most importantly, they were informed in writing by creditors' attorney, no fewer than seven times to cease and desist with any and all alterations to the property, and that they were in violation of the occupancy agreement. They took no notice, and therefore they cannot now claim to have improved or enhanced the property since it was a violation. They cannot gain benefit from a violation.)
18. Obviously, the defendants will not be harmed by our continued possession of the premises, until the court has had the opportunity to hear and determine the facts and the equities between the parties. Defendants are merely trying to squeeze more money out

of this contract. On the other hand, plaintiff will suffer irreparable harm unless defendant is enjoined from their threatened action. The equities are clearly in our favor. (The equities are clearly not in their favor! The defendant has already been significantly and permanently harmed by this plaintiff/debtor's actions. "Trying to squeeze MORE money!" This is absolutely insulting and scandalous. Even in the face of court orders and judgments, they show no fear. They have failed to make any use and occupancy payments since July of 2005 as ordered by the court. They have had a free ride since October of 2004.)

19. In addition to the irreparable harm that plaintiff will incur if the injunction is not granted, there is no immediate benefit to defendant in their immediate possession of the property. (Absolutely correct. There is no benefit due to the fact that through nefarious means, including the publishing of advertisements proclaiming their sole right of possession, the plaintiff/debtor has deliberately and with malice, frightened away all others with implied threats. These terror tactics have denied us two offers of purchase in the past two months. After three years, we have missed untold opportunities to sell, rent, lease or develop the property, thus causing us great financial hardship in our senior years, and after a lifetime of hard work.)
20. The current litigation has been an on-going dispute for over three years. The plaintiffs are and continue to be ready, willing and able to purchase the property. In fact, plaintiffs never intended to default under this contract. The dispute is and remains to be the reduction of the purchase price based upon the defendant's false representations of acreage from the alleged 77 acres to 60 acres. (They claim to be ready, willing and able to close on the property, and yet they advise the court that they don't have any money. Which is it? For all of the reasons laid out above, this is just more of the same. They can say it as many times as they like; it's still lies.)
21. My attorney advises me that based upon the contract, there certainly is a prima facie case made and that considering we have been ready, willing and able to purchase, and have been in possession of the premises under the occupancy agreement for three years, there is a high likelihood of success in this action. Once again, without a temporary restraining order and preliminary injunction, the status quo will not be preserved and the monies that we have expended in improvements and enhancements the down payment delivered and the lives of over 100 children will be affected. If the defendants threatened actions to bring summary proceedings in the local court of Cohecton and physically bar the plaintiff, its guests and invitees from the premises is followed through on, any subsequent determination without an injunction to maintain the status quo will be moot. (Plaintiffs' legal counsel are complicit in this utter and complete fraud being perpetrated on this defendant/creditor. Backenroth, Frankle & Krinsky LLP have been proceeding with full knowledge that their client has been committing bankruptcy fraud. Now, with these blatantly vacuous allegations the firm of Blustein, Shapiro & Rich, LLP become complicit in this mephitic dance of these criminally psychotic players.)

WHEREFORE, it is respectfully requested that an order be entered issuing a preliminary injunction pendent elite and permanent injunction as well as temporary restraining order forbidding defendants from all acts of interference while plaintiff remains in rightful possession of the premises as contract vendee and for a preliminary injunction pendent elite and permanent injunction as well as temporary restraining order forbidding defendants to commence a summary proceeding against plaintiff in the Town Court of Cohecton as it is an improper procedure.