

**THIRD AMENDMENT TO OFFERING PLAN  
FOR  
CENTRAL SQUARE VILLAS**

**File No. CD 09-0122**

**THIS AMENDMENT WAS ACCEPTED FOR FILING BY THE  
NEW YORK STATE DEPARTMENT OF LAW ON April 14, 2010**

This is the Third Amendment to the Offering Plan for Central Square Villas. The Plan was accepted for filing on June 20, 2009. The First Amendment was accepted for filing on October 30, 2009. The Second Amendment was accepted for filing on February 22, 2010.

**Status of Closed Sales**

The Sponsor has closed 17 units to date. Since the filing of the second Amendment, no closings have occurred.

**Unsold Units/Lots**

There are 183 Units/Lots remaining unsold, specifically, Lot Nos. 101-104, 201-206, 301-304, 401-406, 501-504, 601-606, 701-708, 801-806, 901-904, 1001-1008, 1101-1104, 1201-1206, 1301-1306, 1401-1404, 1502, 1504, 1601, 1603, 1701-1706, 1805, 1901-1906, 2001-2002, 2004, 2101-2106, 2201-2204, 2301-2306, 2401-2404, 2501-2504, 2601-2604, 2701-2704, 2801-2806, 2901-2906, 3001-3004, 3101-3106, 3201-3206, 3301-3306, 3401-3404, 3501-3504, 3605, 2701-3704, 3801-3804 and 3901-3904.

**Units/Lots Under Contract**

Of the unsold Units/Lots, there are currently 17 Units/Lots under contract, specifically, Lot Nos. 1401, 1502, 1701, 1703, 1805, 1902-1904, 1906, 2004, 3501-3504, 3703, 3802 and 3804.

**Working Capital and Reserve Funds**

The amount of the working capital fund as of January 31, 2010, is \$1,600.00. The amount of the reserve fund as of January 31, 2010, is \$7,688.18. The funds are deposited in a checking account and a savings account, respectively, at KeyBank, 1219 French Road, Depew, New York 14043.

**Board of Managers**

The Sponsor is in control of the Board of Managers. Sponsor will relinquish control of the Board of Managers to the Unit Owners at the first annual meeting of the Unit Owners, which meeting shall be held within thirty (30) days after the transfer of title to 50% of the Units or if sooner, five (5) years after transfer of title to the first Unit. The Board of Managers is presently comprised of the following individuals:

The name and business address of the President is John Manns (Vice President of Sponsor), 2730 Transit Road, West Seneca, New York 14224.

The name and business address of the Vice President/Treasurer is Michael Kreamer (Vice President of Sponsor), 2730 Transit Road, West Seneca, New York 14224.

The name and business address of the Secretary is Dave DePaolo (Vice President of Sponsor), 2730 Transit Road, West Seneca, New York 14224.

**First Meeting of Unit Owners**

The first meeting of the Unit Owners has not occurred.

**Common Charges**

The aggregate monthly common charges for units/lots held by the Sponsor is \$26,626.50. Payment of common charges shall come from the Sponsor's own funds.

**Real Estate Taxes**

The aggregate monthly real estate taxes payable for units/lots owned by the Sponsor is \$707.14. Separate real estate taxes will not be assessed until a unit is built and title to the unit has closed. Payment of taxes comes from the Sponsor's own funds.

**Leased Units**

There are no units owned by the Sponsor which are occupied by tenants.

**Financial Obligations of Sponsor/Sources**

There are currently no repair and improvement obligations of the Sponsor. The Sponsor will pay its obligations for unsold units out of its own funds. The Sponsor is current in all financial obligations relating to the Condominium.

**Unsold Units/Lots Subject to Mortgages**

There are no unsold units/lots which are subject to mortgages or otherwise represent security for financing arrangements.

**Other Condominiums and Homeowners Associations**

Following is a list of all other condominiums and homeowners associations in which the Sponsor and/or the principal of the Sponsor currently owns more than 10% of the units:

Country Meadows (File No. CD 07-0377)  
Foxcroft Drive and Crownview Terrace, Hamburg, Erie County, New York 14075

Greythorne by Marrano (File No. CD 07-0577)  
6330-6350 Main Street, Amherst, Erie County, New York 14221

Hickory Grove Village Condominium (File No. CD 06-0258)  
211 French Road, Cheektowaga, Erie County, New York 14227

Laurel Park Condominium (File No. CD 05-0491)  
5831 Transit Road, Clarence, Erie County, New York 14032

Springbrook Shores Homeowners Association, Inc. (File No. H 05-0018)  
Rice Road, Elma, Erie County, New York 14059

Summerfield Farms Phase IV Homeowners Association (File No. HO 06-0054)  
Avian Way, Lancaster, Erie County, New York 14086

The Courtyard at Pleasant Meadows (File No. CD 07-0185)  
Pleasant View Drive and Juniper Boulevard, Lancaster, Erie County, New York  
14086

Woodstream Estates Homeowners Association, Inc. (File No. HO 05-0078)  
Rogers Road, Hamburg, Erie County, Hamburg, New York 14075

The Offering Plans for the above are on file with the New York State Office of the Attorney General and are available for public inspection. The Sponsor is current in all financial obligations relating to the foregoing.

**Material Changes**

1. The Attorneys and Escrow Agent named in the Offering Plan have been replaced with the Attorney Firm and Escrow Agent as follows:

Colucci & Gallaher, P.C.  
2000 Liberty Building  
424 Main Street  
Buffalo, New York 14202  
Telephone: (716) 853-4080

2. The Escrow Agreement attached hereto as Exhibit A shall replace and supersede the Escrow Agreement listed in the Offering Plan. The Escrow Agent shall deposit the escrow funds into an account at Northwest Savings Bank located at 295 Main Street, Buffalo New York. The account shall be entitled Central Square Villas Condominium Escrow Account, Account No. 3356017008.
3. A Reciprocal Roadway Easement Agreement, attached hereto as Exhibit B, has been recorded which easement agreement serves as an easement for ingress, egress and passage of motor vehicles and pedestrians, benefitting the condominium property herein and an adjacent condominium project entitled The Courtyards at Pleasant Meadows.
4. John Manns has replaced Victor Martucci as President on the Board of Managers.
5. Paragraph 11 under the "Rights and Obligations of Sponsor" section of the Offering Plan is hereby revised as follows:

11. The Sponsor will pay all common charges, special assessments and real estate taxes with respect to unsold Units which it owns, built or un-built. In the alternative, the Sponsor may, at its option, elect to assume all common expenses of operating the Condominium Property, until such time as up to 60% of the Units are conveyed. Upon such election by the Sponsor, all common charges which otherwise would be assessed against each Unit and which otherwise would become the obligation of the Owner of each Unit shall not begin to accrue until the transfer of title to 60% of the Units or such earlier date as the Sponsor determines. The Sponsor has the financial resources to meet its obligations with respect to unsold Units. This Offering Plan will be amended immediately if there has been a material change in the financial position of the Sponsor which may jeopardize its ability to meet its financial obligations to the Condominium. Sponsor intends to fund its financial obligations to the Condominium from income from projected sales and cash infusions from the principals of the Sponsor if projected sales revenue proves insufficient.

**No Other Material Changes**

There are no other material changes of facts or circumstances affecting the property or the state of facts set forth in the original Offering Plan except as indicated herein.

**THE MARRANO/MARC EQUITY CORPORATION**

## ESCROW AGREEMENT

THIS AGREEMENT is made this 19<sup>th</sup> day of March, 2010, between The Marrano/Marc Equity Corporation (hereinafter "Sponsor") as sponsor of the offering plan and Colucci & Gallaher, P.C. (hereinafter "Agent") as escrow agent.

WHEREAS, Sponsor is the sponsor of an offering plan to develop newly constructed condominium ownership of the premises located at 339 Pleasant View Drive, Lancaster, New York 14086 which premises are known as Central Square Villas; and

WHEREAS, Agent is authorized to act as an escrow agent hereunder in accordance with General Business Law Section 352-e and the Attorney General's regulations promulgated thereunder; and

WHEREAS, Sponsor desires that 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 Agent hereby establish an Escrow Account (hereinafter "Account") with Agent for the purpose of holding deposits or payments made by purchasers or subscribers. The Account has been opened with Northwest Savings Bank at its branch located at 295 Main Street, Suite 102, Buffalo, New York 14203. The Account number is 3356017008.
- 1.2 The name of the Account is Central Square Villas Condominium Escrow Account.
- 1.3 Agent is the sole signatory on the account.

1.4 The Account shall be an interest-bearing account as disclosed in the Offering Plan.

1.5 The Account is not an IOLA established pursuant to Judiciary Law §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 Account. All instruments to be deposited into the Account shall be made payable to, or endorsed by, the purchaser or subscriber to the order of Colucci & Gallaher, P.C. as Agent for Central Square Villas Offering Plan. Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such Account, shall be returned to the prospective purchaser or subscriber promptly, but in no event more than five (5) business days following receipt of such instrument by Agent. In the event of such return of funds, the instrument shall be deemed not to have been delivered to 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, 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 the purchaser does not receive notification of such deposit with fifteen (15) business days after tender of the deposit, the purchaser may cancel the purchase and rescind with 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 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 GBL Section 352-h.
- 3.2 Agent shall continue to hold the funds in escrow until otherwise directed in a) a writing signed by both Sponsor and purchaser/subscriber 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/subscriber who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan or b) all purchasers/subscribers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.
- 3.4 If there is no written agreement between the parties to release the escrowed funds, Agent shall not pay the funds to Sponsor until Agent has given the purchaser/subscriber written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to Sponsor unless the purchaser/subscriber 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 Agent in accordance with such provisions.

4. **RECORDKEEPING**

4.1 Agent shall maintain all records concerning the Account for seven (7) years after release of the funds.

4.2 Upon the dissolution of a law firm which was 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 Agent shall make available to the Attorney General, upon his request, all books and records of Agent relating to the funds deposited and disbursed hereunder.

5. **GENERAL OBLIGATIONS OF ESCROW AGENT**

5.1 Agent shall maintain the accounts called for in this Agreement under the direct supervision and control of Agent.

5.2 A fiduciary relationship shall exist between Agent and purchasers/subscribers, and 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 the closing of an individual transaction to Agent.

6.2 Sponsor agrees that it shall not interfere with 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 Agent of cancellation of designation of 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 Agent; or
- (b) The resignation of 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 Agent; or
- (c) All shares or units offered pursuant to the Offering Plan have been sold and all sales transactions have been consummated.

7.2 Upon termination of the duties of Agent as described in paragraph 7.1 above, Agent shall deliver any and all funds held by it in escrow and any and all contracts or documents maintained by Agent to the new Agent.

8. **SUCCESSORS AND ASSIGNS**

8.1 This Agreement shall be binding upon Sponsor and 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 Agent's compensation shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to Agent, if any, shall not be deducted from escrowed funds by any financial institution under any circumstance.

11. **SEVERABILITY**

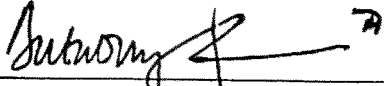
11.1 If any provision of this Agreement, or the application thereof to any person or circumstance, is determined to be invalid or unenforceable, the remaining provisions of this Agreement, or the application of such provision to other persons or to other circumstances, shall not be affected thereby and 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 to the day and year first written above.

**COLUCCI & GALLAHER, P.C.**

By:   
\_\_\_\_\_  
Anthony J. Colucci, III, Esq.

**THE MARRANO/MARC EQUITY CORPORATION**

By:   
\_\_\_\_\_  
Patrick A. Marrano  
President

L- 11170  
pg 4536

FILED

SEP 30 2009

ERIE COUNTY  
CLERK'S OFFICE

31<sup>st</sup>

**RECIPROCAL ROADWAY EASEMENT AGREEMENT**

THIS RECIPROCAL ROADWAY EASEMENT AGREEMENT is made this day of July, 2009, by and between The Marrano/Marc Equity Corporation, a Florida corporation with offices at 2730 Transit Road, West Seneca, New York 14224 (hereinafter "Marrano") and Pleasant Meadows Associates, LLC, a New York limited liability company with offices at 2730 Transit Road, West Seneca, New York 14224 (hereinafter "PMA").

WHEREAS, Marrano is the Sponsor of an offering plan to convert property located in the Town of Lancaster, County of Erie and State of New York to condominium ownership, which condominium property is known as The Courtyard at Pleasant Meadows. The land area of the property is described in Schedule A, attached hereto and made a part hereof (hereinafter "Parcel A"); and

WHEREAS, Marrano is in control of the Board of Managers of The Courtyard at Pleasant Meadows and, as such, has authority to act on behalf of the owners of units in The Courtyard at Pleasant Meadows as it relates to this Reciprocal Roadway Easement Agreement; and

WHEREAS, PMA is the fee owner of a parcel of land located in the Town of Lancaster, County of Erie and State of New York, which property comprises a condominium project known or to be known as Central Square Villas. The land area of Central Square Villas, as described in Schedule B, attached hereto and made a part hereof (hereinafter "Parcel B"), is bounded on the west by The Courtyard at Pleasant Meadows; and

WHEREAS, in order to facilitate the development of both condominium projects, the Town of Lancaster has required that the private roadways within both condominium projects (Parcel A and Parcel B) be accessible to unit owners in both condominium projects.

NOW, THEREFORE, in consideration of the foregoing, the declarants, each for itself and for those who succeed to their interests in all or any portion of Parcel A and Parcel B, declare that Parcel A and Parcel B, and all parts thereof and interests therein, shall be sold, conveyed, occupied and owned subject to this Reciprocal Roadway Easement Agreement as hereinafter set forth.

**ARTICLE I**

**EASEMENT BENEFITTING PARCEL B**

Grantor, Marrano, hereby grants to Grantee, PMA, the rights to an easement and right of way in the roadways known as Carlisle Street and Kent Place for purposes of ingress, egress and passage of motor vehicles and pedestrians.

**SCHEDULE A**

**Parcel A**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lancaster, County of Erie, State of New York being part of Lots 10 and 12, Section 8, Township 11, Range 6 of the Holland Land Survey, bounded and described as follows:

Beginning at the intersection of the south line of Pleasant View Drive (66.0 feet wide) with the west line of Juniper Boulevard as conveyed to the Town of Lancaster by Deed recorded in the Erie County Clerk's Office in Liber 11116 of Deeds at page 8945:

THENCE along the westerly line of Juniper Boulevard the following five (5) courses and distances:

- 1.) S-00°-42'-50"-E, a distance of 147.45 feet;
- 2.) S-02°-36'-59"-E, a distance of 120.48 feet;
- 3.) Southwesterly along a curve to the right having a radius of 717.00 feet an arc distance of 492.10 feet to a point of tangency;
- 4.) S-38°-36'-36"-W, a distance of 497.91 feet to a point of curvature;
- 5.) Southerly along a curve to the left having a radius of 783.00 feet an arc distance of 168.99 feet;

THENCE through the lands conveyed to Pleasant Meadows Associates, LLC by Deed recorded in Liber 11012 of deeds at page 165 the following eight (8) courses and distances:

- 1.) N-64°-38'-26"-W, a distance of 229.72 feet;
- 2.) N-71°-50'-48"-W, a distance of 310.83 feet;
- 3.) N-61°-25'-06"-W, a distance of 65.00 feet;
- 4.) N-43°-11'-54"-W, a distance of 131.74 feet;
- 5.) N-73°-59'-54"-W, a distance of 62.54 feet;
- 6.) N-24°-48'-33"-E, a distance of 208.16 feet;
- 7.) S-64°-20'-43"-E, a distance of 16.20 feet;
- 8.) N-22°-13'-04"-E, a distance of 1,015.95 feet to the south line of Pleasant View Drive;

THENCE: S-64°-22'-14"-E along the south line of Pleasant View Drive a distance of 63.92 feet to the west line of lands conveyed by Deed to Helwig Cemetery recorded in Liber 74 of Deeds at page 477;

THENCE: S-00°-26'-59"-E along said west line a distance of 165.00 feet to the southwest corner thereof;

THENCE: S-64°-22'-14"-E along the south line of said Helwig Cemetery lands a distance of 132.00 feet to the southeast corner thereof;

THENCE: N-00°-26'-59"-W along the east line of said Helwig Cemetery lands a distance of 165.00 feet to the south line of Pleasant View Drive;

THENCE: S-64°-22'-14"-E along the south line of Pleasant View Drive a distance of 104.75 feet to an angle therein;

THENCE: S-81°-22'-14"-E along the south line of Pleasant View Drive a distance of 509.37 feet to the point of beginning;

Being and intended to be all of the land shown on a Subdivision Map of The Courtyard at Pleasant Meadows filed in the Erie County Clerk's Office under Cover No. 3322.

SCHEDULE B  
Parcel B

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Lancaster, County of Erie and State of New York, being part of Lots Nos. 10 and 12, Section 8, Township 11, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at a point in the centerline of Pleasant View Drive (66.0 feet wide) at the northwest corner of lands conveyed to Pleasant Meadows Associates, LLC by Deed recorded in the Erie County Clerk's Office in Liber 11012 of Deeds at page 165;

THENCE S 00° 22' 59" E along the west line of said Pleasant Meadows Associates, LLC lands a distance of 33.01 feet to the south line of Pleasant View Drive;

THENCE S 89° 05' 37" E along the south line of Pleasant View Drive a distance of 532.79 feet to the point of beginning of the parcel hereinafter described.

THENCE continuing S 89° 05' 37" E along the south line of Pleasant View Drive a distance of 677.04 feet;

THENCE S 64° 22' 14" E along the south line of Pleasant View Drive a distance of 552.64 feet;

THENCE through said Pleasant Meadows Associates, LLC lands the following (7) courses and distances:

- 1.) S 22° 13' 04" W, a distance of 1,015.95 feet;
- 2.) N 64° 20' 43" W, a distance of 16.20 feet;
- 3.) S 24° 48' 33" W, a distance of 208.16 feet;
- 4.) N 73° 59' 54" W, a distance of 85.22 feet;
- 5.) S 83° 33' 55" W, a distance of 161.60 feet;
- 6.) N 52° 15' 44" W, a distance of 79.73 feet;
- 7.) S 89° 37' 01" W, a distance of 383.00 feet to the east line of lands conveyed to Lancaster Central School by deed recorded in Liber 10392 of Deeds at page 385;

THENCE: N 00° 22' 59" W, along said easterly line of Lancaster Central School Lands a distance of 953.76 feet;

THENCE: N 00° 54' 23" E, a distance of 366.90 feet to the POINT OF BEGINNING.

ARTICLE II

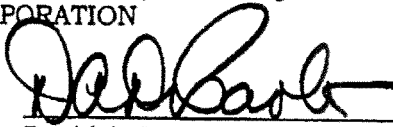
EASEMENT BENEFITTING PARCEL A

Grantor, PMA, hereby grants to Grantee, Marrano, the rights to an easement and right of way in the roadways known as Hanover Street and Brocton Drive for purposes of ingress, egress and passage of motor vehicles and pedestrians.

TO HAVE AND TO HOLD the easements and rights of way granted herein to Grantees, together with the right to assign or transfer the said easements and rights of way, in whole or in part.


IN WITNESS WHEREOF, the Grantors have set their hands and seals the day and year first set forth above.

THE MARRANO/MARC EQUITY CORPORATION

By:   
David A. DePaolo  
Executive Vice President

PLEASANT MEADOWS ASSOCIATES, LLC

By: The Marrano/Marc Equity Corporation,  
Member

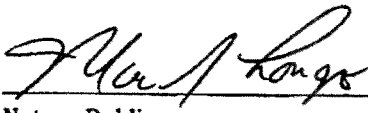
By:   
~~Michael Kremer~~ Kremer  
Executive Vice President

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK            )  
COUNTY OF ERIE            ) ss.:

On the 31<sup>st</sup> day of July, in the year 2009, before me, the undersigned, personally appeared DAVID A. DEPAOLO and MICHAEL KREAMER, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

MARK J. LONGO, ESQ.  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 3-19-2010

  
Notary Public

*Liber 11171  
page 3091*

**FILED**

**OCT 16 2009**

STATE OF NEW YORK )  
COUNTY OF ERIE )  
CITY OF BUFFALO )

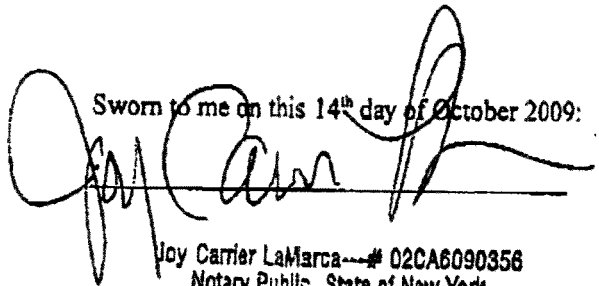
**ERIE COUNTY  
CLERK'S OFFICE**

MARK J. LONGO, ESQ., as attorney for The Marrano/Marc Equity Corporation and Pleasant Meadows Associates LLC, being duly sworn deposes and says:

1. Deponent's offices are located at One Niagara Square, Buffalo, New York, 14202
2. Deponent is legal counsel to The Marrano/Marc Equity Corporation and Pleasant Meadows Associates LLC (the "Companies"). The Companies have been validly formed and the Certificate of Incorporation and the Articles of Incorporation have been duly filed with the Secretary of State of the State of New York and Florida, respectively.
3. Pleasant Meadows Associates LLC is a limited liability company comprised of two partners. The Marrano/Marc Equity Corporation and Cimato Enterprises, Inc. are equal partners in the LLC.
4. On September 25, 2009 a deed conveying title to the entire parcel of land owned by Pleasant Meadows Associates LLC to The Marrano/Marc Equity Corporation was recorded in the Erie County Clerk's office at Liber 11170 of deeds at page 1972.
5. A Reciprocal Roadway Easement Agreement was dated July 31, 2009 and filed in the Erie County Clerks office on September 30, 2009 at Liber 11170 of deeds at page 4530 affecting Parcel A and Parcel B attached hereto.
6. The Marrano/Marc Equity Corporation was the managing partner and 50% owner of Pleasant Meadows Associates LLC at the time of the transfer and is now the 100% owner of said parcel.
7. Although the Deed was recorded prior to The Reciprocal Roadway Easement Agreement it is intended to affect both parcels and the current ownership thereof.
8. This affidavit is made with the knowledge that the Title Companies and others will rely upon the veracity of same in dealing with title issues.

  
Mark J. Longo Esq.

Sworn to me on this 14<sup>th</sup> day of October 2009:



Joy Carrier LaMarca---# 02CA6090356  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires April 7, 2011