

Approximately six years ago Lakeland lost its flying site to the Encap project and we approached the Hackensack Valley Flyers asking if we could share their field while we looked for another site. They turned that idea down the same as we are doing now. They offered to take in 20 flyers then, where we are offering to take in as many as want to join Lakeland now. They weren't going to change their admission policy then; why should we change ours now. Their view of how things should be is very one sided, favoring them.

The Hackensack Valley Fliers have been posting stories on their website alleging Lakeland Aero stole their flying site. The following paragraphs are excerpts from legal documents that are public information relating how Hackensack Valley's executive board repeatedly acted, causing the loss of their flying site and how Lakeland Aero was offered this site:

1. Pursuant to and with the permission of the prior owner of the Property, Hackensack Flyers has been utilizing a strip of land on the Property for members of its club as a staging area and runway area for the operation of radio controlled model aircraft. After acquiring the Property, Owner's affiliate and predecessor, 140 State Street, LLC offered Hackensack Flyers an opportunity to continue using the Property by entering into a license agreement with Owner, but Hackensack Flyers declined to do so. As a result, Owner's predecessor notified Hackensack Flyers that it and its members are not permitted to use the Property and has notified Hackensack Flyers that continued use of the Property by their membership is a trespass on the Property. Hackensack Flyers and its members have continued to enter upon and use the Property without the consent and in disregard of the notice and demand by 140 State Street, LLC and Owner.
2. Pursuant to and with the permission of the prior owner of the Property, Hackensack Valley Flyers, Inc. a/k/a Hackensack Valley RC Flyers, Inc. ("Hackensack Flyers") has been utilizing a strip of land on the Property for members of its club as a staging area and runway area for the operation of radio controlled model aircraft. Licensor offered Hackensack Flyers an opportunity to enter into a license agreement with Licensor, but Hackensack Flyers has declined to do so. By letter dated May 4, 2009 Licensor notified Hackensack Flyers that it and its members are not permitted to use the Property and has notified Hackensack Flyers that any use of the Property by their membership after May 18, 2009 is a trespass on the Property. Hackensack Flyers and its members have nevertheless continued to enter upon and use the Property without Licensor's consent and in disregard of Licensor's notice and demand. "Ejectment Action").
3. Soon after closing title to the Property, Plaintiffs contacted defendant, Robert Koehler, and offered to provide HVF with a written license agreement allowing the non-exclusive use of the Property consistent with the then current use at no fee or rental, provided that, inter alia, HVF provide liability insurance coverage acceptable to Plaintiffs naming Plaintiffs as an additional insured, agree to vacate the Property on demand if Plaintiffs decided to use the Property for other

purposes, and comply with environmental laws and regulations while using the Property. Plaintiffs submitted a draft of a proposed license agreement to Defendant Koehler on October 20, 2008. A true copy of the transmittal and of the License Agreement is annexed hereto as Exhibit "B." Defendants failed and/or refused to respond to the offer made by Plaintiffs, failed and/or refused to provide any insurance coverage naming Plaintiffs as an additional insured and ignored Plaintiffs' offer for a period of more than six (6) months.

4. On or about May 4, 2009, Plaintiffs served Defendants with a notice terminating the permission of Defendants to enter upon, occupy or use the Property unless a license agreement was negotiated and executed within two (2) weeks from the date of that notice.
5. 8. On June 18, 2009 Plaintiffs emailed counsel for HVF, confirmed that no "new counsel" had responded and reasserted that all use of the Property by the Defendants was a trespass and was to cease and desist. Defendants ignored that communication and continued to trespass upon the Property in violation of Plaintiffs' rights as owner.

On July 10, 2009 Plaintiffs emailed Mr. Curcio as follows:

6. "It has been almost another month without any response. It is rather obvious that your client has no intention of signing an agreement or complying with the reasonable conditions we have required. Tell your people to move the items that trespass on our property as demanded by my prior correspondence that has never been retracted and remains in full force and effect. We are done with further efforts at evasion and delay."
7. Lakeland Aero Model Club, Inc. ("Lakeland"), another club whose members need a location from which to stage and operate model aircraft, approached Owner at the suggestion of the New Jersey Meadowlands Commission seeking permission to use the Property in a similar manner to the Hackensack Flyers. Lakeland and Owner are parties to a written license agreement for the Property on or about September 20, 2010 (the "Lakeland License Agreement"). Lakeland has agreed in the Lakeland License Agreement that it will accept into its membership the members of Hackensack Flyers provided they use the Property only under the Lakeland License Agreement. The Lakeland License Agreement was to commence upon Owner's removal of the Hackensack Flyers from the Property through filing of an action for possession of the Property with the Superior Court of New Jersey (the 2.
8. The Licensor has required that the Licensee execute this License Agreement as a condition to continuing to have use of the Property. Licensor has also agreed with Licensee that Licensee will offer members of Hackensack Flyers an opportunity to become members of the Licensee so that after Hackensack Flyers has been removed from the Property and their continuing trespass has been ended, the individual members of Hackensack Flyers can have an opportunity to use the Property under this License provided that they become members of the Licensee.