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

CANDACE CARMEL BARASCH,

Petitioner,

- against -

WILLIAMS REAL ESTATE CO., INC., WILLIAMS CORPORATE REALTY SERVICES, LTD., WILLIAMS INTERNATIONAL REALTY SERVICES, LTD., WILLIAMS PM, INC., WILLIAMS MANAGEMENT REALTY CORP., WILLIAMS U.S.A. REALTY SERVICES, INC., REALTY PROGRAMS CORPORATION, MICHAEL J. COHEN, ROBERT L. FREEDMAN, ANDREW H. ROOS, FIRSTSERVICE CORPORATION AND FS WILLIAMS ACQUISITIONCO., LLC,

Respondents.

Index No.

NOTICE OF PETITION

09600053

PLEASE TAKE NOTICE that upon the annexed Verified Petition dated January 7, 2009, the Affidavit of Stephen W. Shulman, sworn to on January 8, 2009, and the accompanying memorandum of law, and pursuant to Section 623 of the Business Corporation Law, Petitioner Candace Carmel Barasch, by the undersigned attorneys, will petition this Court at the Motion Support Courtroom, Room 130 at the Courthouse located at 60 Centre Street, New York, New York on January 23, 2009 at 9:30 a.m. or as soon hereafter as counsel may be heard for a determination as to the fair value of Petitioner's shares and for an order:

(i) directing Respondent to pay Petitioner the fair value of her shares in Respondent Williams Real Estate Co. (Williams") and its affiliates (the "Shares"), plus interest at the statutory rate;

(ii) directing Respondents to immediately pay Petitioner 80% of the value of Petitioner's Shares; which is not less than $3,312,000;

(iii) directing Respondents to turnover to Petitioner all information and documents concerning the transaction between Williams, FirstService Corporation and others (the "Transaction") and the finances of Williams and its affiliates;

(iv) granting Petitioner leave to take discovery including the depositions of the Respondents and any expert designated by the Respondents;

(v) restraining and enjoining Respondents from making a payment or transferring any assets to Respondents Michael Cohen, Robert Freedman and Andrew Roos, or any other shareholder or employee pursuant to the Transaction or outside the ordinary course of business until Petitioner receives fair value for her Shares;

(vi) awarding Petitioner her costs and expenses, including attorneys' fees, incurred in connection with this matter pursuant to BCL Section 623(h)(7); and

(vii) granting such other and further relief as the Court deems just and proper.

PLEASE TAKE FURTHER NOTICE that, pursuant to CPLR § 403(b), service of this Notice of Petition having been made more than twelve (12) days prior to the return date hereof, service of an Answer and supporting affidavits, must be made by January 16, 2009, seven days before the return date.

Petitioner designates New York County as the place of trial. The basis of venue is Petitioner's residence, 1185 Park Avenue, New York, New York 10128.

Dated: New York, New York
January 8, 2009

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

CANDACE CARMEL BARASCH, Petitioner, - against - WILLIAMS REAL ESTATE CO., INC., WILLIAMS CORPORATE REALTY SERVICES, LTD., WILLIAMS INTERNATIONAL REALTY SERVICES, LTD., WILLIAMS PM, INC., WILLIAMS MANAGEMENT REALTY CORP., WILLIAMS U.S.A. REALTY SERVICES, INC., REALTY PROGRAMS CORPORATION, MICHAEL T. COHEN, ROBERT L. FREEDMAN, ANDREW H. ROOS, FIRSTSERVICE CORPORATION and FS WILLIAMS ACQUISITIONCO, LLC. Respondents.	Index No. **VERIFIED PETITION**

Petitioner Candace Carmel Barasch, by her attorneys, Wachtel & Masyr, LLP and Morgenthau & Greenes, LLP, alleges the following for her Verified Petition in this proceeding:

PRELIMINARY STATEMENT

1. Petitioner Candace Carmel Barasch ("Petitioner" or "Barasch") brings this proceeding to, among other things, compel the Respondents (i) to pay her the fair value of her shares in Williams Real Estate Co., Inc. ("Williams" or the "Company") and its affiliates (the "Shares") pursuant to BCL Section 623; and (ii) to pay her immediately 80% of that fair value pursuant to BCL Section 623(g). While the other Williams shareholders including Respondents Michael T. Cohen ("Cohen"), Robert L. Freedman ("Freedman") and Andrew H. Roos ("Roos")

(collectively the "Individual Respondents") have collected millions of dollars from the sale of Williams' assets, Petitioner has received nothing.

2. Williams is one of the pre-eminent real estate brokerage firms in New York City. Petitioner owned 34.79 shares, or 10.33%, of William stock and a 10.33% interest in the other Williams affiliates.

3. In October 2008, Williams entered into a series of transactions in which it first transferred substantially all of its assets to a new operating company, merged various Williams entities together, and then sold a 65% interest in the consolidated entity to a subsidiary of Respondent FirstService Corporation ("FirstService") (the "Transaction"). FirstService paid $19,223,750 at closing (the "Initial Purchase Price") with an additional $8,238,750 to be paid subsequently if certain earning targets were met. As the Williams Respondents recognized in their meeting notices and the Transaction documents, the asset transfers and merger each were corporate actions which triggered Petitioner's right to dissent and to receive fair value for her Shares pursuant to BCL Section 623.

4. Petitioner elected to dissent, which she had the right to do for good reasons or no reason. There was more than good reason. Petitioner was grossly discriminated against. Cohen, Freedman, Roos breached their fiduciary duty to treat all Shareholders equally by giving themselves and others chunks of the Initial Purchase Price and other benefits at Petitioner's expense. For example, the Transaction provides that Freedman is entitled to receive $2,000,000 out of the Initial Purchase Price before any of the proceeds are to be distributed to other shareholders. The Individual Respondents also refused to even provide Petitioner with the Transaction documents before she had to approve or dissent from the Transaction.

5. After Petitioner dissented, and surrendered her Shares, the Williams Respondents have blatantly and willfully breached their statutory obligations to Petitioner. Pursuant to BCL Section 623(g), Respondents were required to make a written offer to pay Petitioner fair value for her Shares and to tender an advance payment equal to 80% of that offer. Respondents failed to make a written offer, failed to make any advance payment, and failed to proceed with the appraisal procedures provided for in the statute.

6. While not treating Petitioner as a dissenting Shareholder with the right to receive fair value in exchange for her shares, Cohen Freedman and Roos are also inconsistently not treating her as a Shareholder by failing to share any of the $19,223,750 Initial Purchase Price with her in blatant breach of their fiduciary duty.

7. The Individual Respondents have also continued to refuse to provide Petitioner with information and documents regarding the Transaction, even though Petitioner was not only a shareholder, but also is a director of Williams. Respondents have even refused to provide Petitioner with the deal documents or account for what happened to the Initial Purchase Price.

8. Respondents should be ordered to (i) immediately pay Petitioner an amount equal to 80% of the undisputable fair value of her Shares, which is at least $3,312,000; (ii) turnover all documents and information regarding the Transaction and provide an accounting of the Initial Purchase Price paid by FirstService; (iii) pay Petitioner the fair value of her Shares, which aggregates at least $4,140,000 and (iv) pay all of Petitioner's professional fees, costs and expenses pursuant to BCL Section 623(h) because of Respondents' flagrant disregard of their statutory obligations.

9. It should be noted that under BCL Section 623(k), a shareholder's election to receive fair value for his shares excludes his right to bring certain claims he may have by virtue of his share ownership, but does not "exclude the right of such shareholder to bring or maintain an appropriate action to obtain relief on the ground that such corporate action will be unlawful or fraudulent as to him." That exception applies here. In addition to the multiple breaches of fiduciary duty described above, the Transaction purports to terminate the Williams Shareholder Agreement, which none of the Respondents had the right to do. The entire Transaction is tainted with fraud, illegality and self-dealing.[1]

10. Petitioner does not waive her right to seek other injunctive relief and damages in a plenary action against the Williams Respondents for fraud, breach of contract and breach of fiduciary duty and against FirstService for aiding and abetting that breach and tortiously interfering with Petitioner's rights under the Williams Shareholder Agreement in the event that Petitioner does not receive an advance payment equal to 80% of the fair value of her Shares and ultimately full payment equal to 100% of the fair value of her Shares.

PARTIES

11. Petitioner Candace Carmel Barasch is a resident of New York, New York. She was the owner of 34.79 shares of Williams, which represented a 10.33% interest in the Company.

[1] Petitioner also reserves her right to prosecute claims against the Respondents for their self-dealing prior to the Transaction. A Williams executive, Mark Jaccom, admitted that the Individual Respondents had run Williams as a "candy store" for their benefit. Upon information and belief, the Company improperly paid hundreds of thousands of dollars in improper "travel and entertainment" expenses annually to the Individual Respondents.

12. Respondent Williams is a New York corporation, having its principal place of business at 380 Madison Avenue, New York, New York. Williams is a full service real estate services company.

13. Respondents Williams Corporate Realty Services, Ltd., Williams International Realty Services, Ltd., Williams PM, Inc., Williams Management Realty Corp., Williams U.S.A. Realty Services, Inc., and Realty Programs Corporation are Williams' affiliates, which Respondents refer to and are referred to herein as the "Williams Satellites." Upon information and belief, the Williams Satellites have their principal place of business at 380 Madison Avenue, New York, New York. Barasch was the 10.33% owner of each of the Satellite Companies.

14. Williams also owned, among other things, (a) 45% of WRENJ, LLC ("Williams NJ"), which had a 41.67% interest in a New Jersey real estate company, Williams Real Estate of New Jersey LLC, and (b) WRECT LLC ("Williams CT") which has a 50% interest in a Connecticut real estate company, Williams Real Estate of Connecticut, LLC.

15. Respondent Michael T. Cohen ("Cohen") is a resident of New York, New York, and a management shareholder of Williams.

16. Respondent Robert L. Freedman ("Freedman") is a resident of New York, New York, and a management shareholder of Williams.

17. Andrew Roos ("Roos") is a resident of Pound Ridge, New York, and a management shareholder of Williams.

18. Upon information and belief, FirstService is an Ontario, Canadian company with its principal place of business in Toronto, Canada.

19. Upon information and belief, FS Williams Acquisition Co., LLC is a Delaware limited liability company and a subsidiary of FirstService created by FirstService for purposes of the Transaction.

STATEMENT OF FACTS

20. Barasch's father, Robert Carmel ("Carmel"), was formerly one of the Company's principals. He died in 1996. At his death he owned 34.79 shares or 10.33% of the Company, all of which he bequeathed to Petitioner.

21. Pursuant to the terms of a September 17, 1990 Shareholder's Agreement (the "Shareholders Agreement"), the Company had the option to purchase all or any of Carmel's shares upon his death. (Section 5.1). As reflected in a March 25, 1997 letter agreement between Petitioner and Williams, Williams declined to exercise that option and Barasch became the owner of her father's shares. Petitioner also became a member of the Board of Directors of Williams.

22. Pursuant to the March 25, 1997 letter agreement, Williams also had the option to buy back Petitioner's stock in the event Barasch was not actively involved full-time in the Company for a period of four (4) years from March 25, 1997. Williams never exercised this option.

23. Petitioner did not participate in the management or operation of the Company. She was denied the same benefits provided to both working and non-working shareholders and directors such as Jerome Cohen, Cohen's father, and Edwin Roos, Roos's father.

The Company Informs Barasch of the Deal and Offers to Buy Out Her Interest at an Amount Well Below Fair Value

24. On March 6, 2008, Williams entered into a letter of intent ("LOI") with FirstService.

25. Even though Petitioner was a Director of the Company, she was not advised of the LOI.

26. In August 2008, Petitioner first learned of the Transaction. Petitioner's husband, Michael Barasch ("Michael") had a meeting with William Barrett ("Barrett"), the Chief Financial Officer of Williams, Mark Jaccom ("Jaccom"), an executive with Williams, Respondent Cohen and Jack Siegel, Williams' in-house counsel about the Transaction. He was told that Petitioner could not have a role in the new company because Williams wanted to be able to offer her shares to new shareholders who were working at the Company, but that her shares would be fully redeemed.

27. Williams offered to pay Petitioner $2.21 million and to keep a .5% interest in the new entity. Williams subsequently withdrew this offer, and as detailed below, Respondents never made a written offer to purchase Petitioner's shares as required by BCL Section 623(g).

Petitioner Dissents From The Transaction

28. By notices dated September 24, 2008, the Company scheduled a Board of Directors Meeting for September 29, 2008 to consider the Transaction which Respondents described as involving the "authorization and ratification of the proposed disposition of substantially all of the assets of the Company" (emphasis added) (the "Asset Transfer"), the

redemption of Petitioner's shares (the "Redemption") and the merger of Williams, the Satellite Companies and six other limited liability companies (the "Merger"). (A copy of the September 24, 2008 Notice is annexed hereto as Exhibit "A").

29. Petitioner requested that Williams adjourn the meeting because she had not timely received many of the Transaction documents (many of which she still has not received). Williams refused to do so. When the Transaction came up for a vote of the directors, Petitioner voted against it. As described in detail below, the Transaction disproportionately awarded Respondents' other shareholders and non-shareholders at Petitioner's expense. All of the other directors voted in favor of it.

30. On or about September 29, 2008, Petitioner received Notices of a Special Meeting of Shareholders for the Satellite Companies to be held on October 8, 2008 (the "Satellite Notices"). The Satellite Notices again stated that the purpose of the meeting was to consider the "authorization and ratification of the proposed disposition of substantially all of the assets of the Company", the Merger and the Redemption. Each of the Satellite Notices advised Petitioner of her dissenter rights under BCL Section 623, a statutory requirement. (A copy of the Satellite Notices are annexed hereto as Exhibit "B".)

31. On October 7, 2008 Petitioner received a Notice of Special Meeting of Shareholders for Williams to be held the following day, October 8, 2008. The stated purpose, once again, was to consider the "authorization and ratification of the proposed disposition of substantially all of the assets of the Company", the Merger and the Redemption. (A copy of the Williams Notice is annexed hereto as Exhibit "C".) While this Notice implicitly recognized Petitioner's right to dissent under BCL Section 623, Williams violated BCL Section 605 by not

providing notice of her rights under BCL Section 623 as it had properly done in the Satellite Notice.

32. The shareholders of Williams and the Satellite Companies approved the Transaction at the October 8, 2008 meeting. Petitioner attended the meeting and voted against the Transaction. She was not even given the Transaction Documents, despite repeated requests for them, before she had to vote.

33. Upon information and belief, the Transaction closed on October 15, 2008.

The Terms of the Deal Between Williams and FirstService

34. Petitioner did not even receive any of the closing documentation until December 5, 2008, when she received an Amended and Restated Purchase Agreement "made the 15th day of September 2008 (the "Purchase Agreement"). Respondent did not provide the schedules to the Purchase Agreement, which are "integral" to the Transaction ("Purchase Agreement, p. 17), until December 22, 2008. Respondents have never provided the initial purchase agreement and other Transaction documents described below, which are also critical to the Transaction.

35. Based upon the limited documents Petitioner has received, Petitioner believes that the Transaction occurred in phases. A "Corporate Flow Chart-Williams Entities," which is schedule E to the Petition, summarizes the transfers, mergers and corporate changes effectuated by the Transaction. It is annexed hereto as Exhibit "D."

36. Williams first formed a new operating company, Williams Real Estate Operations Co. LLC ("Williams New Opco"). Williams New Opco created 1,000 ownership units. Pursuant to an Asset Contribution Agreement between the Williams Company and Williams

New Opco, Williams New Opco received substantially all of the assets of Williams,[2] including its interest in Williams NJ and Williams CT and Williams received 999 of the units of Williams New Opco. This Asset Transfer triggered Petitioner's dissenter rights under BCL Section 623.

37. The Company then created a new holding company, Williams Real Estate Management Co., LLC ("Williams New Holdco"). William transferred substantially all of its assets, its 999 units of Williams New Opco, to Williams (Williams retained the other unit), in return for receiving units of Williams New Holdco, once again triggering Petitioner's dissenter rights. Thus, at the end of this phase of the Transaction, substantially all of William's assets were held by Williams New Opco, the units of Williams New Opco were owned by Williams New Holdco, and the units of William New Holdco were owned by Williams.

38. Respondents then rolled Williams NJ and Williams CT into the Transaction. Williams New Opco became the owner of all of Williams NJ and William CT and the individual owners of William NJ and William CT received units in William New Holdco.

39. Williams Satellites were then merged into Williams. Without Petitioner's approval, all of the shares in the Williams Satellites were "acquired" by Williams, including Petitioner's shares.

40. After the Asset Transfers and Mergers, FirstService, through a subsidiary it created for the Transaction, FS Williams Acquisitionco LLC (collectively, "FirstService"), entered into a Purchase Agreement under which it acquired 65% of Williams New Holdco, 650

[2] Williams retained some assets that were not needed for the ongoing operation of the new entity such as some accounts receivable and interests in real estate deals, which were excluded from the Transaction (the "Excluded Assets").

of its 1,000 units; and (ii) 100% of the interest in the Williams Satellites. (Purchase Agreement p. 2).

41. For its 65% interest in Williams New Opco and the interests in the Williams Satellites, FirstService agreed to pay $27,462,000 with $19,223,750 paid at closing and another $8,238,715 to be paid over the course of three years if certain earnings targets were met.

42. Respondents also then divided up its 35% interest in New Holdco to dilute Petitioner's interest. They gave certain members of management a 15% interest in Williams gave another 43% interest to a new Delaware limited liability company, referred to in the Transaction documents as "TaxCo LLC", whose members are Roos, Freedman and Cohen.

43. Petitioner did not receive any part of the Initial Purchase Price. Upon information and belief, the Individual Respondents and other Williams Shareholders have received millions of dollars.

44. In addition to not receiving fair value, and not receiving any sale proceeds, Petitioner has not been advised what, if any, interest she even has in the new entities the Respondents have created. As things stand now, Petitioner has gone from having a 10.33% interest in a Company with a value of approximately $50 million to having nothing.

The Transaction Violated The Shareholders Agreement and Failed to Provide Petitioner With Fair Value For Her Shares

45. The Transaction was unlawful in numerous respects. To begin with, it terminated the Shareholders Agreement, which Williams and its shareholders had no right to do. The Shareholders Agreement cannot be modified, much less terminated, absent a writing "signed by all the parties hereto." (Paragraph 13). Petitioner's agreement to terminate the Agreement was needed, but never given.

46. The Transaction also violated numerous provisions of the Shareholders Agreement including paragraph 4 (option to purchase upon proposed sale of business) and paragraph 12 (prohibiting shareholders involvement in other real estate companies).

47. In gross breach of the fiduciary duty owed to Petitioner, the Transaction also disproportionately granted Cohen, Freedman and Roos and others compensation and benefits at Petitioner's expense. This was done in seven different ways.

48. First, $4,350,000 of the Initial Purchase Price was paid to other Williams shareholders and brokers as a so-called broker retention bonus even though none of the documents Petitioner has been provided show that any brokers entered into employment agreements or have restrictive covenants. Freedman received $1,500,000 of this amount.

49. Second, $2,500,000 of the Initial Purchase Price supposedly were used to pay for Respondents' "closing costs." Most of these alleged "closing costs" were never incurred. Instead, Freedman, Jaccom, and Williams chief Financial Officer William Barrett each received $500,000.

50. Third, an asset of Williams, $5,200,000 in working capital, was ostensibly transferred to Williams New Opco, but was then credited to the capital accounts of Williams Holdco whose owners are Williams shareholders and management other than Petitioner.

51. Fourth, there is a ten (10) year bonus pool of $500,000 per year which other shareholders, including non-management shareholders other than Petitioner, are sharing in.

52. Fifth, non-management shareholders other than Petitioner are receiving cars, drivers, and an office for a ten (10) year period.

53. Sixth, after the closing Respondents diluted Petitioner's interest in Williams by giving 15% of the shares of Williams New Holdco to others without compensating Petitioner.

54. Seventh, after the closing, Respondents diluted Petitioner's interest by transferring 43% of Williams interest in Williams New Holdco to TaxCo, which is owned by Roos, Freedman and Cohen.

55. Cohen, Freedman and Roos repeatedly and egregiously breached the fiduciary duty which they owed Petitioner.

56. FirstService aided and abetted that breach and tortiously interfered with Petitioner's rights under the Shareholders Agreement.

Respondents' Repeatedly Violated BCL Section 623

57. The Asset Transfers and Merger each triggered Petitioner's dissenter's rights under BCL §§ 623 and 910 to receive fair value for her Shares. Indeed, Schedule A of the Purchase Agreement, acknowledges that Petitioner "may agree to be redeemed, or may elect to

exercise her statutory appraisal rights." (A copy of Schedule A is annexed hereto as Exhibit "E"). Petitioner has not agreed to be redeemed and Respondents have not paid anything to redeem Petitioner.

58. Petitioner elected to exercise her statutory appraisal rights, complying with each of the requirements of BCL § 623.

59. On October 8, 2008, prior to the Shareholders meeting, Petitioner, by separate written notices to Williams and the Satellite Companies, objected to the Transaction and notified Respondents that she was electing to exercise her dissenter's rights. Petitioner also demanded fair value of all of her Shares in the event the Company proceeded with the Transaction. (Copies of the dissenter rights notices are annexed hereto as Exhibit "F").

60. On October 23, 2008, Barasch also turned over to the Company her original share certificate in Williams, in accordance with BCL § 623(f). The Company has retained the certificate.

61. Despite recognizing Petitioner's rights to receive fair value for her Shares under BCL § 623, Respondents have repeatedly violated their obligations to Petitioner under the statute.

62. Section 623(b) required the Company to give Petitioner ten days prior notice of the date of the Williams Shareholder's meeting of her right to consent to the Transaction. This was not done. Petitioner received one days notice.

63. BCL Section 605(a) requires that the notice of the Williams shareholders meeting to include a copy of Section 623 or an outline of its material terms. This was not done.

64. BCL Section 623(f) required the Company to return Petitioner's shares to her after a notice of election has been filed. Williams has kept possession of the certificate.

65. Section 623(e) required Respondents to give written notice of the approval of the Transaction. Respondents failed to do this.

66. Most egregiously, BCL Section 623(g) required Respondents to make a written offer to pay Petitioner fair value for her Shares and to make an advance payment equal to eighty percent (80%) of the amount of that offer within fifteen (15) days of the closing of the Transaction. The offer was to be accompanied by Respondents' balance sheet and profit and loss statements. Respondents failed to do any of these things.

67. By virtue of its failure to make an offer, Section 623(h) required the Company to initiate a special proceeding to establish fair value within twenty (20) days. The Company failed to do so.

68. Because Respondents did not comply with their obligations under BCL Section 623(g), Petitioner timely instituted this action pursuant to BCL Section 623(h)(2).[3]

69. Even though she is a Director of Williams and an affected Shareholder, Respondents also consistently have refused to provide even the most basic information and documents concerning the Transaction. These include the following: (i) copies of all Transaction Documents including the William New Opco Operating Agreement and the employment agreements entered into with the Individual Respondents and others; (ii) whether

[3] On November 12, 2008, the parties entered into a 2-week tolling agreement, tolling the time for the parties to comply with the statutory requirements of BCL 623. On November 25, 2008, the parties entered into another tolling agreement for one more week.

the transfers provided for in the Transaction Agreements by Williams occurred, if so, on what dates; (iii) whether the sixty (60) additional shares of Williams authorized by certificate of amendment of the Company's Certificate of Incorporation have been issued and, if so, to whom; (iv) whether the Agreement and Plan of merger has been implemented and, if so, on what date; (v) whether any monies or other consideration paid by FirstService under the Purchase Agreement have been distributed to shareholders of the Company and, if so, in what amounts, to whom and when; (vi) the status and location of any monies paid by FirstService LLC attributable to Petitioner's shares; (vii) a valuation of the Excluded Assets and what has happened to them; and (viii) the amount of excess working capital retained by Williams and what happened to it.

70. Respondents' refusal to provide the requested information constitutes a blatant violation of the statutory and fiduciary duties which they owe Petitioner.

AS FOR A FIRST CAUSE OF ACTION
(Determination of Fair Value)

71. Petitioner repeats and realleges the allegations set forth above as if fully set forth herein.

72. As a result of the Asset Sale and Merger and Petitioner's dissent to the Transaction, Petitioner is entitled to receive fair value for her Shares as of October 7, 2008, the day before the Shareholders' meeting approving the Transaction (BCL Section 623(h)(4)).

73. Fair value should be based upon the purchase price FirstService agreed to pay for Respondents' assets.

74. Fair value must be based upon the value of the Respondents as a whole without reduction for any minority discount.

75. The fair value of Petitioner's Shares as of October 7, 2008 was at least $4,140,000.

76. The Court should appraise and determine the fair value of Petitioner's Shares and order Respondents to pay that amount to Petitioner.

AS FOR A SECOND CAUSE OF ACTION
(Immediate Payment of 80% of Fair Value)

77. Petitioner repeats and realleges the allegations set forth above as if fully set forth herein.

78. Respondents failed to offer Petitioner fair value for her Shares or make an advance payment equal to 80% of that offer as required by BCL Section 623(g).

79. Petitioner is entitled to receive an advance payment equal to 80% of the fair value of Petitioner's Shares, an amount which is not less than $3,312,000.

AS FOR A THIRD CAUSE OF ACTION
(Payment of Attorney's Fees and Costs)

80. Petitioner repeats and realleges the allegations set forth below as if fully set forth herein.

81. BCL Section 623(h) provides that the Court may assess the costs, expenses and fees of a dissenting Shareholder if the Court finds any one of the following: "(A) that the fair value of the shares as determined materially exceeds the amount which the corporation offered to

86. Upon information and belief, other Williams' shareholders and brokers have received monies in connection with the Transaction, while Petitioner has received neither money nor information.

87. In order to ensure that Petitioner is able to obtain benefits provided her under BCL Section 623, the Court should order the Respondents to (i) provide Petitioner with all information and documents regarding the Transaction; (ii) to account for the funds received from FirstService; and (iii) restrain and enjoin Respondents from transferring any of the Company's assets or making any further payments to Cohen, Freedman, Roos and any other shareholder, employee or broker of any Williams entity pursuant to the Transaction or outside the regular course of business, until such time as Petitioner receives fair value for her Shares.

WHEREFORE, Petitioner respectfully requests that the Court:

(i) direct Respondents to immediately pay to Petitioner 80% of the value of Petitioner's shares; which should be not less than $3,312,000;

(ii) direct Respondents to turnover to Petitioner all information and documents concerning the Transaction;

(iii) restrain and enjoin the individual Respondents from making any payments pursuant to the Transaction or outside the ordinary course of business until Petitioner receives fair value for her Shares;

(iv) determine the fair value of Petitioner's shares and order the Company to pay such amount to Petitioner, plus interest at the statutory rate;

(v) award Petitioner her costs and expenses, including attorneys' fees, incurred in connection with this matter, pursuant to BCL Section 623(h)(7); and

(vi) grant such other and further relief as the Court deems just and proper.

Dated: New York, New York
January 7, 2009

WACHTEL & MASYR, LLP

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Attorneys for Petitioner Candace Carmel Barasch

VERIFICATION

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

CANDACE CARMEL BARASCH, being duly sworn, hereby deposes and says:

I am the Petitioner herein. I have read the foregoing Petition and verify it to be true based on my personal knowledge and documents provided by Respondents, except as to those matters alleged upon information and belief, and as to those matters, I believe them to be true.

Candace Carmel Barasch

Sworn to me this
1st day January, 2009

Notary Public

Meagan Zapotocky
Notary Public State of New York
No. 02ZA6135583
Qualified in New York County
Commission expires 10/22/2009