

Petition of Herman I. Poritzky dated January 20, 2009
with Exhibits (17-24)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----	x
In the Matter	x
Of	x
The Application of Herman I. Poritzky,	x
Holder of One-Half of All Outstanding	x
Shares Entitled to Vote in an Election	x
Of Directors,	x
Petitioner,	x
for the Dissolution of Dream Weaver	x
Realty, Inc., a Domestic Corporation	x
	x
Pursuant to Section 1104 of the	x
New York Business Corporation Law	x
-----	x

PETITION

Index No. 1336-09

Date Purchased 1-23-09

TO THE SUPREME COURT OF THE STATE OF NEW YORK:

The Petition of Herman I. Poritzky respectfully alleges and shows to this Court, as follows:

1. Petitioner, Herman I. Poritzky (hereinafter referred to as "Poritzky") submits this Petition for dissolution of Dream Weaver Realty, Inc., (hereinafter referred to as "Dream Weaver") upon the grounds specified and provided in Section 1104 (A) (1) (2) and (3) of the New York Business Corporation Law in that the two (2) equal shareholders are so divided that the required votes by either shareholder or directors to conduct and operate the Corporation's business cannot be obtained. The level of internal dissension between Poritzky and Stephen T. DeName (hereinafter referred to as "DeName"), the other shareholder is so intense that the management of the

Corporation's affairs, and any votes required for the Corporation's action, are impossible to secure; that election of directors cannot be held; that annual meetings have not and cannot be called or held; and, upon information and belief, an annual meeting has not been held for more than two (2) consecutive years. By reason of the foregoing, dissolution would be beneficial to both shareholders.

2. That Dream Weaver is a Corporation duly organized under the Business Corporation Law of the State of New York and has its principal place of business and office in the County of Westchester, State of New York.

3. That the Certificate of Incorporation of Dream Weaver, a copy of which is attached hereto as Exhibit "I" was duly filed with the Office of Secretary State on or about January 14, 1997, and all of the issued and outstanding shares of stock are presently owned as follows:

A. Petitioner, Poritzky, owns and holds fifty (50%) percent.

B. DeName owns and holds fifty (50%) percent.

4. That Petitioner, Poritzky, was and is at all times hereinafter mentioned a resident of the Town of Ossining, County of Westchester, and State of New York.

5. That DeName was and is at all relevant times hereinafter mentioned a resident of the County of Westchester and State of New York.

6. That Dream Weaver is in the business of owning, developing, improving, renting, investing in, operating, selling, and developing improved and unimproved parcels of real property. The Corporation currently owns and/or operates four (4) separate parcels of real property as follows:

A. Improved three-quarters (3/4) of an acre parcel of property located at 1380 Old Albany Post Road, Croton-on-Hudson, New York;

B. Improved parcel of real property located on Main Street, Village of Brewster, County of Putnam, New York;

C. Improved parcel of real property located on Route 301, Town of Kent, County of Putnam, New York; and

D. Unimproved parcel of real property located on Lincoln Terrace, City of Peekskill, County of Westchester, New York.

7. Between the incorporation of Dream Weaver until July 27, 2000, DeName worked for Poritzky and Dream Weaver, performing services relating to the Corporation's real estate business as well as several other businesses owned by Poritzky.

DeName received a regular salary plus bonuses for his services.

8. On or about July 27, 2000, Poritzky, DeName and Elaine Hartel (hereinafter referred to as "Hartel", Poritzky's wife, entered into a Shareholders Agreement captioned "Agreement of Shareholders as to Multiple Corporations" ("Shareholders Agreement") which in substance provided that:

A. DeName would become an equal shareholder with Poritzky in certain entities (Suburban Ventures, Inc., Blind Faith Realty, Inc., Dream Weaver Realty, Inc.) each of which owned valuable real property of Poritzky, and Poritzky Funding, Inc., a lending corporation; and

B. Hartel would release her stock in the above corporations so that Poritzky and DeName would be equal shareholders in the above-referred corporations.

A copy of said Shareholders Agreement is annexed hereto and made a part hereof, as Exhibit "II."

9. Poritzky and DeName are currently embroiled in litigation, also before this Court, involving another corporation, 3-D Funding, Inc., f/k/a Poritzky Funding Inc. The caption of this litigation is Herman I. Poritzky, Plaintiff against 3-D Funding, Inc., f/k/a Poritzky Funding, Inc., SD Funding, Inc., Stephen T. DeName, and Sanossian Sardis & Co., LLP, Defendants, assigned Westchester County, Index No. 07-25992.

10. The Court is respectfully requested to take judicial notice of the allegations made by Poritzky against DeName and by DeName against Poritzky in that litigation. The two (2) shareholders presently do not communicate. All communications take place through their respective counsel.

11. Upon information and belief, since April, 2005, all of the essential books and records of Dream Weaver (and associated companies) have been computerized by DeName under the direction and supervision of Sanossian Sardis & Co. LLP, and exclusively maintained by them.

12. An example of dispute between the shareholders is that Dream Weaver acquired the Brewster property with money provided by Poritzky. Through October, 2005, Poritzky received a monthly payment of interest in the sum of \$1,100.00 from Dream Weaver for his investment. This monthly payment was stopped by DeName in October, 2005, and has not been restored, although restoration has been demanded, because of the internal dissension which has existed between the afore-mentioned shareholders since June, 2005. Dream Weaver now owes Poritzky approximately \$41,000.00, in back interest.

13. Between April, 2005, and November, 2008, attempts to mediate the disputes between Poritzky and DeName have been unsuccessful. During this time frame, DeName seized full control of Dream Weaver and not only stopped paying Poritzky

interest payments for the Brewster loan, supra, but the rents and profits from the other income properties owned by Dream Weaver. Moreover, DeName has denied Poritzky access to the Corporation's properties and has failed to regularly account to Poritzky for monies received and disbursed with respect to the Dream Weaver properties.

14. Petitioner, therefore, believes that it will be beneficial to the shareholders that the Corporation be immediately dissolved because:

A. The controversy between Poritzky and DeName are irreconcilable and prevent adequate and satisfactory management of the affairs and properties of the Corporation.

B. The Board of Directors has ceased to function and has become inoperative.

C. The continued existence of the Corporation remains a source of conflict and dispute between the shareholders, with no foreseeable resolution of issues. The only purpose that DeName could have in continuing the Corporation is the advancement of his own personal interests, and deriving unwarranted personal benefit and advantage at the expense of Poritzky.

15. For the reasons hereinabove set forth, dissolution of the Corporation is authorized under Section 1104(a) of the Business Corporation Law.

16. The dissolution of the Corporation will not be injurious to the public, and the rights of those who have had dealings with the Corporation will not be affected by such dissolution in that the Corporation is solvent and pays all of its debts and creditors in its usual course of business.

17. No prior application for this relief has been made.

18. Liquidation of the Corporation is the only feasible means whereby the Petitioner, Poritzky, can reasonably expect to obtain a fair return on his investments, or, for that matter, any return thereon.

19. Liquidation of the Corporation is necessary for the protection of the rights and interests of Petitioner.

20. That your Petitioner shall proceed by way of an Order to Show Cause in order to comply with the provisions of Section 1106 of the Business Corporation Law.

WHEREFORE, your Petitioner prays for a final order of this Court dissolving Dream Weaver Realty, Inc., for the appointment of a receiver, and for such other and further relief as may seem proper, together with the costs of these proceedings.

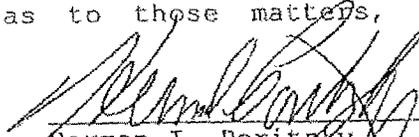
Dated: Mount Kisco, New York
January 30th 2009


Herman I. Poritzky

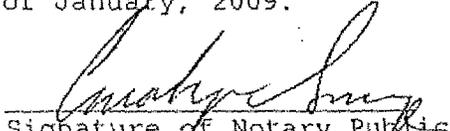
VERIFICATION

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

Herman I. Poritzky, being duly sworn, deposes and says: that he is the Petitioner, herein; that he has read the foregoing Petition and knows the content thereof; that the same is true of his own knowledge except as to the matters therein stated on information and belief; and that as to those matters, he believes the same to be true.


Herman I. Poritzky

Subscribed and sworn to
before me this 20th day
of January, 2009.


Signature of Notary Public

