

Exhibit C

LIMITED PARTNERSHIP AGREEMENT

ENVOY TOWERS COMPANY

January 23, 1961

(3)

AGREEMENT made as of this 23rd day of January, 1961, among BENJAMIN DUHL, ROGER N. DUHL, GEORGE MEHLMAN and MAX FRIEDMAN, whose residence addresses appear appear opposite their respective signatures at the foot of this instrument, and each of the individuals who shall hereafter become signatories hereto as described below.

WITNESSETH:

WHEREAS, there exists a certain contract of sale, dated November 30, 1960, between WILLIAM KAUFMAN, as Seller, and BENJAMIN DUHL, as Purchaser, relating to the sale and purchase of certain real property together with the improvements thereon, generally known as the ENVOY TOWERS, 300 East 46th Street, New York, N. Y.; and

WHEREAS, the aforementioned contract provides for a purchase price of \$1,000,000.00 over and above the first mortgage to be placed by the New York Life Insurance Company in the amount of approximately \$2,300,000.00, bearing interest at the rate of $5\frac{3}{4}\%$ per annum and self-liquidating over a period of twenty-two (22) years and two (2) months from the date of the funding, and the existing consolidated mortgage of approximately \$270,000.00, payable at the rate of 6% interest and 4% amortization for a period of ten (10) years at which time the balance of \$130,000.00 will be payable; and

WHEREAS, said contract also provides as a condition of said purchase that simultaneously with the acquisition of title by the purchaser the premises shall be leased to the Seller pursuant to a long-term lease described in the contract; and

WHEREAS, the above named parties desire to form a limited partnership in accordance with the laws of the State of New York and to acquire for such partnership the ownership of the property covered by the aforesaid contract, subject to the liens, encumbrances and lease described in said agreement; and

WHEREAS, BENJAMIN DUHL, ROGER N. DUHL and GEORGE MEHLMAN are willing to become general partners of said limited partnership; and

WHEREAS, MAX FRIEDMAN has agreed to become the original limited partner in said limited partnership; and

WHEREAS, the partnership will accept an assignment of the aforementioned contract from the Purchaser thereunder and said partnership will assume all of the obligations of the Purchaser under said agreement except any obligation incurred for acquisition expenses and legal, accounting or banking expenses as below indicated; and

WHEREAS, in order to effectuate the purchase of the aforementioned property the partnership will require additional funds in excess of the amounts contributed to the partnership capital by the above-named parties hereto; and

WHEREAS, subsequent to the formation of the partnership it is the intention to admit additional limited partners who will make cash contributions to the capital of the partnership sufficient to enable the partnership to acquire the aforementioned property;

Now, THEREFORE, IT IS MUTUALLY AGREED, as follows:

FIRST: *Formation.* The parties hereto do hereby form a limited partnership pursuant to the provisions of Article 8 of the Partnership Law of the State of New York.

SECOND: *Name.* The partnership shall be conducted under the name of ENVOY TOWERS COMPANY.

THIRD: *Purpose.* The purpose of the partnership is to acquire for investment the property referred to hereinbefore and to own, manage, mortgage, lease, exchange, sell or otherwise transfer said property.

FOURTH: *Term.* The term of the partnership shall be from January 23, 1961 to January 22, 2011, provided, however, that the partnership shall be dissolved prior to such date upon (a) any disposition by the partnership of its entire interest in all of the property hereinbefore referred to, including any mortgage or leasehold interest which may be acquired by the partnership in exchange therefor, or (b) the desire of any general partner to dissolve the partnership manifested as set

forth in Paragraph 22 hereof, or (c) the death, retirement, resignation, bankruptcy, expulsion or insanity of any of the general partners as provided in Paragraph 20 hereof.

FIFTH: Capital Contributions—General Partners. BENJAMIN DUHL, ROGER N. DUHL and GEORGE MEHLMAN shall be the general partners and shall contribute to the partnership the cash amount set opposite their respective names:

<i>General Partner</i>	<i>Contribution</i>
Benjamin Duhl	\$12,500.00
Roger N. Duhl	6,250.00
George Mehlman	6,250.00

In addition to the foregoing cash capital contributions, the general partners hereby contribute to the capital of the partnership all of their right, title and interest in and to the purchase agreement hereinbefore referred to and shall cause BENJAMIN DUHL, who, as a nominee for the general partners appears as the Purchaser thereunder, to assign his interest in said contract to the partnership.

The partnership hereby accepts the foregoing contributions and agrees to assume all of the obligations of the Purchaser under the aforementioned contract provided, however, that all incidental charges, fees and expenses in connection with taking title to the aforementioned property, such as title insurance costs, legal fees, recording charges and the like (in excess of the amount of \$25,000.00 to be contributed toward the payment of such expenses by the Seller under the contract of sale), shall be borne by the general partners.

A cash deposit of \$75,000.00 was made by BENJAMIN DUHL on behalf of the general partners upon execution of the aforesaid purchase agreement. To the extent applicable such deposit shall be applied to satisfy the cash capital contribution of said BENJAMIN DUHL and the balance thereof shall be returned to him.

SIXTH: Capital Contributions—Limited Partners. MAX FRIEDMAN shall be the original limited partner of the partnership and shall contribute to the capital thereof in cash the amount of \$5,000.00.

SEVENTH: Additional Limited Partners and Their Contributions.

The general partners are authorized to admit to the partnership additional limited partners who shall contribute in cash to the capital thereof sums aggregating \$970,000.00 and upon the admission of such additional limited partners an amendment to the Certificate of Limited Partnership of the partnership reflecting such admissions shall be filed. The cash contributions of said additional limited partners shall be in multiples of \$5,000.00 or in lesser fractional amounts if the general partners so determine. To accomplish the purposes of this paragraph, the general partners are authorized to do all things necessary to effectuate the admission of such additional limited partners, each of whom shall become a signatory hereto by executing a conformed counterpart of this agreement at the foot thereof below the words "Confirmed, Approved and Adopted", and whereby each such additional limited partner shall be deemed to have adopted and have agreed to be bound by all of the provisions of this agreement. The original of this agreement, executed by the general partners and the original limited partner, and the duly executed and attested counterparts thereof, as aforementioned, taken together, shall constitute a single instrument.

Capital contributions to be made by the additional limited partners shall be made upon the signing of this agreement or a counterpart thereof or at such other time as the general partners shall determine.

All monies received as capital contributions made by additional limited partners until actually employed in connection with the consummation of the acquisition of property described herein shall be kept in trust and in the event that insufficient funds are procured to effectuate the acquisition, or that the intended acquisition shall not be completed for any other reason or reasons, then such moneys, less such amounts actually employed in connection with the consummation of the transaction, shall be fully returned, pro rata, to all the partners.

EIGHTH: Principal Office. The principal office of the partnership shall be maintained at 26 Sinclair Drive, Great Neck, New York, or at such other place as the general partners from time to time may determine on notice to the limited partners.

NINTH: *Profits and Losses.* (A) The net profits of the partnership shall be divided and any losses shall be borne by each of the partners in the following proportions, subject, however, insofar as the limited partners are concerned, to the limitation of their liability to the amount of their individual investment as hereinafter provided.

<i>General Partner</i>	<i>Percentage</i>
Benjamin Duhl	6.1250
Roger N. Duhl	3.0625
George Mehlman	3.0625
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Total General Partners	12.2500

The balance of 87.7500% of the net profits and losses shall be borne by the limited partners and apportioned among them in proportion to their original cash capital contributions.

(B) Notwithstanding anything to the contrary contained in subparagraph (A) of this paragraph "Ninth", in the event that in any calendar year the partnership net cash receipts distributable among the limited partners shall not equal at least 9% of the aggregate original cash contributions made to the capital of the partnership by the limited partners, as said capital contributions may have been reduced from time to time by any distributions previously made to said limited partners out of the proceeds of any mortgage refinancing, then, in such event, the share of the partnership net profits distributable among the general partners for said year shall be reduced (but not below zero) to the extent of such deficiency. This subparagraph shall be deemed null and void and of no further force and effect at or after such time as the limited partners shall have received aggregate total distributions from the partnership of income, capital, sales and/or mortgage proceeds) equal to the aggregate original cash contributions made by the limited partners to the capital of the partnership pursuant to paragraphs "Sixth" and "Seventh" hereof.

(C) The net cash receipts of the partnership shall be apportioned among all the partners, general and limited, in the same ratio as net profits are apportioned pursuant to subparagraphs (A) and (B) of

this paragraph "Ninth" and shall be distributed quarterly commencing three (3) months after the acquisition of the property or at such other reasonable intervals as the general partners may determine in their absolute discretion.

The contributions to the capital of the partnership by the partners in cash may be returned to them in whole or in part at any time in the absolute discretion of the general partners provided, however, that subject to the provisions of paragraph 11 hereof such returns of contributions to capital shall be pro rata to all partners in proportion to their respective contributions to the capital of the partnership.

TENTH: *Net Cash Receipts Defined.* The term "net cash receipts of the partnership" as used herein shall mean net profits derived from the property owned by the partnership as ascertained through the use of standard accounting practices except that (a) depreciation of building, improvements, furniture, fixtures, furnishings and equipment shall not be taken into account; (b) mortgage amortization paid by the partnership shall be considered as a deduction; (c) net cash proceeds derived by the partnership from any mortgage placement or refinancing shall be considered net cash receipts; (d) any amounts expended by the partnership in the discretion of the general partners for capital improvements shall be considered a deduction; (e) if the general partners shall so determine, a reasonable reserve shall be deducted to provide funds for improvements or for any other contingencies of the partnership.

ELEVENTH: *Sale of Assets.* Notwithstanding anything to the contrary contained in paragraph "Ninth" hereof, in the event of any sale of the property held by the partnership, the net proceeds received from such sale (including the net proceeds derived from the sale or satisfaction of any purchase money mortgage) shall be allocated as follows:

(a) Each partner shall receive an amount equal to the dollar cash contribution made by him to the original capital of the partnership, as set forth in paragraphs "Sixth" and "Seventh" hereof, reduced by any amounts such partner may previously have received out of the proceeds from any refinancing of any of the mortgages constituting a lien against the property held by the partnership.

(b) The next \$200,000.00 after the allocation set forth in subparagraph (a) of this paragraph "Eleventh" shall be divided 50% among the general partners in the same ratio as they share profits and losses, pursuant to paragraph "Ninth" hereof, and 50% among all of the partners (general and limited) in the same ratio as their cash capital contributions, as set forth in paragraphs "Sixth" and "Seventh" hereof, bear to each other.

(c) Any sum in excess thereof shall be distributed among all of the partners, general and limited, in the ratios set forth in paragraph "Ninth" hereof.

TWELFTH: *Losses.* Notwithstanding anything to the contrary herein contained, the liability of any of the limited partners for the losses of the partnership shall in no event exceed in the aggregate the amount of his contributions to the capital of the partnership. Any losses in excess of such amount shall be borne solely by the general partners, who shall share such losses in the same ratio as the percentages set forth opposite their names in paragraph "Ninth" hereof bear to each other.

THIRTEENTH: *Salaries, Drawings and Interest on Capital Contributions.* None of the partners (general or limited) shall receive any salary or drawings for services rendered on behalf of the partnership in their capacity as partners nor shall any partner receive any interest on his contribution to the capital of the partnership.

FOURTEENTH: *Management, Duties and Restrictions.*

(A) *General Partners.* The general partners shall have equal rights in the management of the partnership business and shall each devote such time to the partnership as shall be reasonably required for its welfare and success. Without the consent of the other general partners, no general partner shall on behalf of the partnership borrow or lend money or make, deliver or accept any commercial paper or execute any mortgage, bond or lease or purchase or contract to purchase or sell or contract to sell any property for or of the partnership, nor assign, mortgage or sell his share in the partnership or in its

capital assets or property or enter into any agreement as the result of which any person shall become interested with him in the partnership.

(B) *Limited Partners.* No limited partner shall participate in the management of the partnership business. A limited partner shall have the right to withdraw his capital contribution upon the termination of the partnership as provided herein, provided, however, that no part of the capital contribution of any limited partner shall be withdrawn unless all liabilities of the partnership except liabilities to partners on account of their contributions, have been paid or unless the partnership has assets sufficient to pay them. Except as otherwise provided in paragraph "Twenty-Second" hereof, no limited partner shall have the right to demand or receive property other than cash in return for his contribution. No limited partner shall have priority over any other limited partner either as to contribution to capital or as to compensation by way of income.

The limited partners hereby consent to any sale or other disposition, encumbrance, mortgage or lease (or modification, cancellation or replacement of any existing mortgage or lease) by the general partners on behalf of the partnership, of any or all of the partnership's assets on such terms and conditions as may be determined by the general partners in their sole discretion, and to the employment, when and if required, of such brokers, managing and other agents and attorneys as the general partners may from time to time determine. The fact that a partner, general or limited, or a member of his family is employed by, or directly or indirectly interested in or connected with, any person, firm or corporation employed by the partnership to render or perform a service, or from which the partnership may purchase any property, shall not prohibit the general partners from employing such person, firm or corporation, or from otherwise dealing with him or it, and neither the partnership nor any of the partners herein shall have any rights in or to any income or profits derived therefrom as a consequence of the partnership relationship herein created.

(C) *Other Activities.* Any of the partners, general or limited, may engage in and/or possess an interest in other business ventures of every nature and description, independently or with others, including but not limited to the ownership, financing, leasing, operation,

management or development of real property and neither the partnership nor any of the partners thereof shall have any rights by virtue of this agreement in and to said independent ventures or the income or profits derived therefrom.

FIFTEENTH: *Banking.* All funds of the partnership are to be deposited in such bank account or accounts as shall be designated by the general partners. Withdrawals from any such bank account or accounts shall be made upon such signature or signatures as the general partners may designate.

SIXTEENTH: *Conveyance.* Any deed, bill of sale, mortgage, lease, contract of sale or other commitment purporting to convey or encumber the interest of the partnership in all or any portion of any real or personal property at any time held in its name, shall be signed by any two of the general partners or, if only one be surviving, by said surviving general partner and no other signature shall be required. No person shall be required to inquire into the authority of any individual to sign any document pursuant to the provisions of this paragraph.

SEVENTEENTH: *Books.* The partnership shall maintain full and accurate books in its principal office or such office as shall be designated for such purpose by the general partners and all partners shall have the right to inspect and examine such books at reasonable times. The books shall be closed and balanced at the end of each calendar year.

EIGHTEENTH: *Assignability.* With the consent of the general partners and only with such consent any limited partner may assign his interest in the partnership. No limited partner shall have the right to substitute an assignee as a substituted limited partner in his place.

NINETEENTH: *Power of Attorney.* Each of the limited partners hereby irrevocably constitutes and appoints the general partners, or any one of them, his true and lawful attorney, in his name, place and stead, to make, execute, acknowledge and file:

(a) A certificate of limited partnership under the laws of the State of New York;

(b) Any certificate or other instrument which may be required to be filed by the partnership under the laws of the State of New York or which the general partners shall deem it advisable to file;

(c) Any and all amendments or modifications of the instruments described in the preceding subdivisions (a) and (b); and

(d) All documents which may be required to effectuate the dissolution and termination of the partnership, it being expressly understood and intended by each of the limited partners that the grant of the foregoing power of attorney is coupled with an interest.

TWENTIETH: Death, Retirement, Resignation, Bankruptcy, Expulsion or Insanity of a General Partner.

(A) In the event of the death, retirement, resignation, bankruptcy, expulsion or adjudication of insanity or incompetency of any of the general partners, the partnership shall be dissolved and terminated, provided, however, that in the event of the death, retirement, or insanity of a general partner, the partnership may be continued if all of the surviving or remaining competent general partners so elect. If the surviving or remaining competent general partners shall determine to continue the partnership and if the withdrawing general partner or his personal representative exercises the option specified in subparagraph (D) hereof, such withdrawing general partner or his personal representative shall become a limited partner in the partnership.

(B) The surviving or remaining competent general partners shall determine whether to continue the partnership no later than 90 days following the death, retirement or adjudication of insanity of a general partner, and shall, within said 90 days give written notice of such determination to the then limited partners.

(C) In the event that the surviving or remaining competent general partners elect to continue the partnership, the withdrawing general partner or his estate or personal representative on his behalf shall receive in full payment for his interest in the partnership an

amount equal to said partner's capital account at the date of the death, retirement or adjudication of insanity of the non-surviving general partner, as determined by the certified public accountants for the partnership and as reflected upon the books of the partnership, except that the property owned by the partnership shall be valued at the current market value thereof. Such current market value shall be determined by averaging the separate appraisals obtained by the surviving or remaining competent general partners from independent appraisers who shall then be members of the Real Estate Board of New York or its successors. Payment of the aforementioned amount to the withdrawing general partner or his personal representative shall be made by the partnership without interest, in twelve (12) equal consecutive installments commencing six (6) months after the date of death, retirement or adjudication of insanity. The installments evidencing the obligation to pay the foregoing amount to be delivered to the withdrawing general partner or his personal representative shall provide, in addition to the foregoing, that, upon default for thirty (30) days in the payment of any installment, all the remaining installments shall become forthwith due and payable. In addition to the foregoing, the withdrawing general partner or his personal representative shall reimburse the partnership for one-half ($\frac{1}{2}$) of the actual and reasonable cost of obtaining the aforementioned independent appraisals.

(D) In lieu of receiving the payment, as provided in subparagraph (C) hereof, the personal representative of a deceased or incompetent general partner shall have the option, to be exercised by written notice to the partnership not later than 60 days from the date upon which a request for exercise or non-exercise of said option shall have been made in writing to said personal representative by the surviving or remaining competent general partners, to become a limited partner in the partnership with the same relative interest in partnership profits and losses and partnership capital as previously possessed by said general partner in this partnership, subject, however, to the limitation with respect to future partnership losses exceeding in the aggregate the capital of said limited partner at the date said partner became a limited partner hereunder.

TWENTY-FIRST: Death of a Limited Partner. The death of a limited partner shall not dissolve the partnership nor terminate the partner-

ship. In the event of such death, the personal representative of the deceased limited partner shall have all the rights of a limited partner in the partnership to the extent of the deceased's interest therein, subject to the terms and conditions of this agreement.

TWENTY-SECOND: Termination prior to End of Term. The partnership may be terminated by any general partner prior to the end of its term after at least thirty (30) days prior written notice by a general partner to the other general partners, if any, and to each of the limited partners.

In the event of the dissolution and termination of the partnership the then general partners shall proceed to the liquidation of the partnership and the proceeds of such liquidation shall be applied and distributed in the following order of priority:

(a) To the payment of the debts and liabilities of the partnership (other than any loans or advances that may have been made by the partners to the partnership) and the expenses of liquidation.

(b) To the setting up of any reserves which the general partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the partnership or of the general partners arising out of or in connection with the partnership. Said reserves shall be paid over by the general partners to an attorney at law of the State of New York, as escrowee, to be held by him for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and, at the expiration of such period, as the general partners shall deem advisable, to distribute the balance thereafter remaining in the manner hereinafter provided.

(c) To the repayment of any loans or advances that may have been made by any of the partners to the partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof.

(d) Any balance remaining shall be distributed among all partners, general and limited as follows:

(i) In the event that the partnership assets shall have been sold the net proceeds shall be distributed to each partner in satis-

fraction of his interest in the partnership in the manner provided in paragraph "Eleventh" hereof;

(ii) In lieu of sale, the partnership assets may be distributed in kind, each partner accepting an undivided interest in the partnership's assets subject to its liabilities in satisfaction of his interest in the partnership.

In the event of a liquidating distribution of the partnership's property in kind, the fair market value of such property shall be determined by an appraiser selected by the Real Estate Board of the City of New York, New York, or any other comparable body, and each partner shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under paragraph "Eleventh" hereof if such property were sold.

A reasonable time shall be allowed for the orderly liquidation of the assets of the partnership and the discharge of liabilities to creditors so as to enable the general partners to minimize the normal losses attendant upon a liquidation.

Each of the partners shall be furnished with a statement prepared by the partnership's then certified public accountants, which shall set forth the assets and liabilities of the partnership as at the date of complete liquidation. Upon the general partners complying with the foregoing distribution plans (including payment over to the attorney escrowee if there are sufficient funds therefor), the limited partners shall cease to be such, and the general partners, as the sole remaining partners of the partnership, shall execute, acknowledge and cause to be filed a certificate of cancellation of the partnership.

Anything in this agreement to the contrary notwithstanding, the general partners shall not be personally liable for the return of the capital contributions of limited partners, or any portion thereof, it being expressly understood that any such return shall be made solely from partnership assets.

TWENTY-THIRD: *Opinion of Counsel.* The doing of any act or the failure to do any act by any general partner, the effect of which may cause or result in loss or damage to the partnership, if pursuant to

opinion of legal counsel employed by the general partners on behalf of the partnership, shall not subject the general partners to any liability.

TWENTY-FOURTH: *Indemnity.* The partnership shall indemnify and save harmless any general partner from any loss or damage incurred by him by reason of any act performed by him for and on behalf of the partnership and in furtherance of its interests.

TWENTY-FIFTH: *Notices.* All notices provided for in this agreement shall be directed to the parties at the addresses herein set forth and to the partnership at its principal office by registered or certified mail.

TWENTY-SIXTH: *Binding.* This agreement shall be binding upon all of the parties and their estates, heirs or legatees.

TWENTY-SEVENTH: *Applicable Law.* This agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of New York.

TWENTY-EIGHTH: *Agreement in Counterparts.* This agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.
