

# EXHIBIT B

SADDLE ROCK ASSOCIATES, L.P.  
AGREEMENT OF LIMITED PARTNERSHIP

This Agreement is made as of April 1, 1994, by and among SUN LAKES DEVELOPMENT CORP., as general partner (the "General Partner"), RDR GOLDBERG ASSOCIATES, L.P., as a limited partner, and NAS REALTY CO., as a limited partner and the undersigned who have signed this agreement and been admitted to the partnership as limited partners (the "Additional Limited Partners") (hereinafter collectively referred to as the "Limited Partners"), all of whom are hereinafter sometimes referred to singularly as "Partner" and collectively as "Partners".

FIRST: FORMATION OF PARTNERSHIP. The parties hereby form a limited partnership under and pursuant to the provisions of the New York Limited Partnership Act under the name Saddle Rock Associates, L.P.

SECOND: PLACE OF BUSINESS. The principal place of business of the Partnership shall be located at 1161 Meadowbrook Road, North Merrick, N.Y. or at such other location as may be designated by the General Partner by written notice to all the Limited Partners.

THIRD: CHARACTER OF BUSINESS. The purpose of the Partnership is to acquire, invest in, own, develop, improve, lease, sell and operate the real estate described on Exhibit A attached hereto and made a part hereof (hereinafter the "Property"); to borrow money and issue evidences of indebtedness and to secure the same by mortgage or other security interest in furtherance of any and all objects of the business of the Partnership, and to do any all other actions and things which may

be necessary, incidental or convenient to carry out the business of the Partnership as contemplated by this Agreement.

FOURTH: TERM. The Partnership shall commence on the date that all of the above-named partners execute this Agreement and shall continue thereafter for a term ending December 31, 2044, unless sooner dissolved or terminated by any of the following events:

(a) Upon the sale of the Property, but not unless and until as a result of such sale, the Partnership has no further rights or interest in or to the Property as mortgagee, creditor, tenant or otherwise.

(b) Upon the death or withdrawal of the General Partner, unless all the remaining Partners consent to continue the business of the Partnership and appoint a new general partner for that purpose. The withdrawal of any Limited Partner shall not dissolve or terminate the Partnership. In such event, the successor in interest of such Limited Partner or his legal representative shall be deemed to be the assignee of such Partner's interest and may become a substitute limited partner only in accordance with the terms of Article ELEVENTH below.

(c) The written consent of the General Partner and an aggregate of those Limited Partners whose interest in the Partnership shall constitute more than half of the interests of all the Limited Partners, or (without the General Partner's consent) the written consent of an aggregate of those Limited Partners whose interest in the Partnership shall constitute more

than three-quarters (3/4) of the interests of all the Limited Partners.

FIFTH: CAPITAL CONTRIBUTIONS. The Partnership shall have an initial aggregate capitalization of One Million Three Hundred Twenty-two Thousand and 00/100 (\$1,322,000.00) Dollars. The initial capital contribution of the General Partner shall be One Thousand and 00/100 (\$1,000.00) Dollars. The contribution to be made by the Limited Partners shall be in the form of cash and the land described on Exhibit A attached hereto (the "Property"). The agreed upon aggregate value of such contribution of Property for purposes of establishing contributions to this Partnership shall be One Million Three Hundred Twenty Thousand and 00/100 (\$1,320,000.00) Dollars. RDR GOLDBERG ASSOCIATES, L.P. will contribute its undivided sixty-two (62%) percent interest in the Property valued for these purposes at Eight Hundred Eighteen Thousand Four Hundred and 00/100 (\$818,400.00) Dollars and the Additional Limited Partners will contribute their undivided thirty-eight (38%) percent interest in the Property valued for these purposes at Five Hundred One Thousand Six Hundred and 00/100 (\$501,600.00). The Limited Partners contributing the Property, i.e., RDR Goldberg Associates, L.P. and the Additional Limited Partners, are collectively referred to as the "PROPERTY CONTRIBUTING Limited Partners". The capital accounts of each PROPERTY CONTRIBUTING Limited Partner shall be credited for the basis to such partner of the property contributed. The initial capital contribution of NAS Realty Co. shall be One Thousand and 00/100 (\$1,000.00) Dollars.

An individual capital account shall be established and maintained for each Partner in the amount of such Partner's capital contribution as and when made. A Partner shall not be entitled to interest on the Partner's capital contribution or to withdraw or demand the return of any part of the Partner's capital account or to receive any distribution from the Partnership, except as specifically provided herein.

SIXTH: PARTNERSHIP INTERESTS. The parties have valued the Property at One Million Three Hundred Twenty Thousand and 00/100 (\$1,320,000.00) Dollars and have agreed that until One Million Three Hundred Twenty Thousand and 00/100 (\$1,320,000.00) Dollars has been distributed to the PROPERTY CONTRIBUTING Limited Partners, each Partner shall have a percentage interest in the net profits or losses as follows:

<u>Partner</u>	<u>Percentage</u>
<u>General Partner:</u>	
Sun Lakes Development Corp.	1%
<u>Limited Partners:</u>	
RDR Goldberg Associates, L.P.	51%
NAS Realty Co.	10%
Additional Limited Partners	38%

and to the extent that One Million Three Hundred Twenty Thousand and 00/100 (\$1,320,000.00) Dollars has not been distributed to the PROPERTY CONTRIBUTING Limited Partners net cash receipts as a result of (a) a sale of all or part of the Property, (b) a condemnation of all or part of the Property (minus any restoration costs), (c) a mortgage refinancing, or (d) a casualty (minus restoration costs), shall be distributed only to the

PROPERTY CONTRIBUTING Limited Partners and in the following

percentages:

<u>Partner</u>	<u>Percentage</u>
RDR Goldberg Associates, L.P.	62%
Additional Limited Partners	38%

It is further agreed that such net cash receipts shall be credited to RDR Goldberg Associates, L.P. and the additional Limited Partners pari passu in accordance with the above percentages.

Thereafter, the percentage interest of the Partners in the Partnership and in all distributions, including profits, losses and cash flow shall be as follows:

<u>Partner</u>	<u>Percentage</u>
<u>General Partner:</u>	
Sun Lakes Development Corp.	1%
<u>Limited Partners:</u>	
RDR Goldberg Associates, L.P.	31%
NAS Realty Co.	30%
Additional Limited Partners	38%

The terms "net profits" and "net losses" shall mean the net profits and net losses of the Partnership as determined for federal income tax purposes.

Schedule A annexed sets forth the name of each Additional Limited Partner and his percentage interest (being a part of the 38% aggregate percentage interest of the Additional Limited Partners as a group).

The cash flow of the Partnership shall be the net profits or net losses of the Partnership, plus depreciation and

other non-cash charges deducted in determining such net profits or net losses, minus principal payments on all mortgages, any other cash expenditures which have not been deducted in determining net profits or net losses of the Partnership, and any amount reasonably required to maintain sufficient working capital as determined by the General Partner. The cash flow of the Partnership shall be shared by the Partners in the same proportions as set forth above.

EIGHTH: FISCAL YEAR BOOKS AND RECORDS. The Partnership shall maintain complete books and financial records with respect to the Partnership business in accordance with sound business practices. Such books and records shall be maintained at the principal office of the Partnership and shall be open to the reasonable inspection and examination of the Partners or their duly authorized representatives.

The fiscal year of the Partnership shall be the calendar year.

Annual financial reports of the Partnership shall be transmitted by the General Partner to each of the Partners within ninety (90) days after the end of each fiscal year. Upon request of any Limited Partner, any quarterly financial reports of the Partnership prepared by the staff of the Partnership or the Partnership's certified public accounting firm shall be promptly forwarded by the General Partner to the requesting Limited Partner. Such reports shall summarize the operations of the Partnership during the previous period. The Partnership federal tax return and the above-mentioned financial reports shall be

prepared by the Partnership's certified public accounting firm selected by the General Partner. All elections required to be made by the Partnership under the Internal Revenue Code shall be made by the General Partner in his sole discretion.

NINTH: MANAGEMENT. The General Partner shall devote such time to the business and affairs of the Partnership as shall be reasonably necessary in his judgment for the efficient supervision thereof. The General Partner is authorized to retain on behalf of the Partnership a person or company to perform day-to-day management services at reasonable fees.

To the extent permitted by law, the General Partner shall have the complete authority over and exclusive control and management of the business and affairs of the Partnership, and all rights, powers and authority appropriate therefore, subject to the provisions of Article TWELFTH hereof to sell or otherwise dispose of any material assets of the Partnership.

The General Partner shall not be bound by this Agreement to devote full time, attention or efforts exclusively to the Partnership or the property. Each Partner shall be free, without liability or obligation, to engage in any business whatever, including real estate transactions in any capacity (including the ownership, operation or construction of commercial shopping centers or projects which compete directly or indirectly with the property). That a Partner or a member of his family is directly or indirectly interested in any person, firm or corporation employed by the Partnership or the General Partner, or from whom the Partnership or the General Partner may buy services or

supplies shall not prohibit the Partnership or the General Partner from employing such person, firm or corporation, or from doing business with him or it, provided however that the terms and conditions of any such employment and business shall be no less favorable to the Partnership than those available from non affiliated persons performing similar services or conducting similar business.

TENTH: ADVANCES AND CONTRIBUTIONS BY THE PARTNERS.

If, at any time there are not sufficient funds from the proceeds of any Mortgage Loan, to meet all costs and expenses of completion of the initial construction and improvements at the Property, the General Partner and the Additional Limited Partners shall advance to the Partnership the funds necessary for completion. Such advances shall be loans to the Partnership, shall bear interest at the rate of ten (10%) percent per annum and shall be subordinate to loans of third parties to the Partnership. This obligation of the General Partner and the Additional Limited Partners to make advances shall be in the following proportions: the General Partner  $\frac{31}{69}$ ths and each Additional Limited Partner a fraction, the numerator of which shall be his percentage interest in the Partnership and the denominator of which shall be 69.

The Mortgage Loan is hereby defined as first mortgage construction loan by an institutional lender in the approximate aggregate amount of Sixteen Million and 00/100 (\$16,000,000.00) Dollars and as to which the Partnership has no liability beyond the mortgaged Property; the General Partner agrees to guarantee,

or cause its individual members to guarantee, the repayment of said Mortgage Loan if required by the lender and the Additional Limited Partners agree to reimburse the General Partner for 38% of all such guaranteed repayments made, such reimbursement to be in proportion to their relative percentage interests in the Partnership.

If at any time in the opinion of the General Partner additional contributions are required or desirable, the General Partner may request that Partners make contributions to the Partnership, but such contributions are not required hereunder. Such contributions shall be credited to the respective capital accounts of the Partner making the contributions, but shall not alter the percentage interest of the Partners in net profits and net losses of the Partnership. Capital contributions received by the Partnership may be distributed to the PROPERTY CONTRIBUTING Limited Partners in satisfaction of the One Million Three Hundred Twenty Thousand and 00/100 (\$1,320,000.00) Dollars priority distribution set forth in Article SIXTH.

ELEVENTH: TRANSFERS OF PARTNERSHIP INTERESTS. The General Partner shall not sell, assign, transfer, pledge, mortgage or otherwise dispose of or encumber its interest in the Partnership without the prior written consent of all of the Partners. Upon the withdrawal of the General Partner, its assignee shall become such an assignee of the General Partner's share.

No sale or exchange of any interest or other interest in the Partnership may be made if the transfer of the interest

sought to be sold or exchanged may result, in the opinion of legal counsel to the Partnership, in (i) the termination of the Partnership under Section 708 of the Code, or (ii) the violation of any applicable federal or state securities law.

Any purchaser, assignee or transferee (hereafter "assignee") of any interest or other interest in the Partnership of a Limited Partner may become a substituted Limited Partner only with the prior written consent of the majority in interest of the Partners, in their discretion, reasonably exercised, and then only in accordance with the other terms and conditions set forth in this Article ELEVENTH. If the Partners' consent is given, the admission of any assignee as a substituted Limited Partner shall be conditioned upon the assignee's written acceptance and adoption of all the terms and provisions of this Agreement and submission of an opinion by counsel to the assignee in form and substance satisfactory to counsel to the Partnership, that the transfer and acquisition of the interest is in full compliance with all applicable securities laws. The General Partner shall have the right to require the assignee to pay a minimum transfer fee and the reasonable fees of legal counsel to the Partnership actually incurred in connection with the admission of any assignee as a Limited Partner hereunder.

TWELFTH: RESTRICTIONS. No Limited Partner shall take part in the control or management of the business of the Partnership, except as expressly provided herein, nor shall he or she have any authority to act and bind the Partnership in any way. No new Partnership real estate shall be purchased and no

sale, transfer or conveyance of all or substantially all of the Property shall occur without the written consent of the holders of a majority in interest of the Limited Partners.

THIRTEENTH: AUTHORITY OF GENERAL PARTNER TO VARY TAX ALLOCATIONS: TAX MATTERS PARTNER. It is the intent of the Partners that each Partner's distributive share of taxable income or tax loss, and of each item of income, gain, loss, preference, deduction, or credit entering into the computation thereof, shall be determined and allocated in accordance with this Agreement to the fullest extent permitted by Section 704(b) of the Code. In order to preserve and protect the determinations and allocations provided for in this Agreement, the General Partner is authorized and directed to allocate tax income, gain, loss, preference, deduction, or credit (or any item thereof) arising in any year differently than otherwise provided for in this Agreement to the extent that, allocating tax income, gain, loss, preference, deduction, or credit (or item thereof) in the manner provided for in this Agreement would cause the determinations and allocations of each Partner's distributive share of tax income, gain, loss, preference, deduction, or credit (or item thereof) not to be permitted by Section 704(b) of the Code and final Treasury Regulations promulgated thereunder, upon obtaining the consent of the General Partner and the consent of a majority in interest of the Limited Partners.

In making any such new allocation the General Partner is authorized to act only after having been advised by counsel to the Partnership and the accountants for the Partnership that in

their opinion, under Section 704(b) of the Code and the final Treasury Regulations thereunder, (i) the new allocation is necessary, and (ii) the new allocation is the minimum modification of the allocations otherwise provided for in this Agreement necessary in order to assure that, either in the current year or in any preceding year, each Partner's distributive share of tax income, gain, loss, preference, deduction, or credit (or item thereof) is determined and allocated in accordance with this Agreement to the fullest extent permitted by Section 704(b) of the Code and the final Treasury Regulations thereunder.

If the General Partner is required to make any new allocation in a manner less favorable to the Limited Partners than is otherwise provided for in this Agreement, the General Partner is authorized and directed, insofar as they are advised by counsel to the Partnership and the accountants for the Partnership that it is permitted by Section 704(b) of the Code, to allocate tax income, gain, loss, preference, deduction, or credit (or item thereof) arising in later years in a manner so as to bring the allocations of tax income, gain, loss, preference, deduction, or credit (or item thereof) to the Limited Partners as near as possible to the allocations otherwise contemplated by this Agreement.

New allocations described above and made by the General Partner in reliance upon the advice of counsel to the Partnership and the accountants for the Partnership shall be deemed to be made pursuant to the fiduciary obligation of the General Partner to the Partnership and the Limited Partners. Any such new

allocation made pursuant to this authority shall be deemed to be a complete substitute for any allocation otherwise provided for in this Agreement and no amendment of this Agreement shall be required.

Sun Lakes Development Corp. is hereby designated as Tax Matters Partner of the Partnership, as provided in regulations pursuant to Section 6231 of the Code. Each Partner, by the execution of this Agreement consents to such designation of the Tax Matters Partner and agrees to execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent.

FOURTEENTH: LIQUIDATION. In connection with any liquidation, the Partnership shall wind-up and settle its accounts in the following order of priority:

(a) to the repayment of mortgages of the Property, if any, together with interest thereon;

(b) to the repayment of any other indebtedness and liabilities owing by the Partnership to creditors other than the Partners;

(c) to the repayment of any indebtedness, loan or advance owing by the Partnership to any Partner;

(d) to the establishment of reasonably appropriate reserves for contingent and unforeseen liabilities;

(e) to the distribution to the PROPERTY CONTRIBUTING Limited Partners to the extent they have not been paid the One

Dollars priority distribution set forth in Article SIXTH; and

(f) the balance, if any of the funds or assets shall be distributed to the Partners in proportion to their respective Partnership interests.

Any cash reserve for the payment of any contingent liabilities as provided in clause (d) above shall be deposited in an appropriate escrow account, and when all contingent liabilities have been paid, the balance of any such reserve shall be distributed in accordance and in order of clauses (e) and (f).

FIFTEENTH: POWER OF ATTORNEY. Each Limited Partner hereby constitutes and appoints the General Partner, and any successor in interest thereof its true and lawful attorney, with full power of substitution, for it and in its name, place, and stead, from time to time:

(a) To make, execute, swear to and record a Certificate of Limited Partnership and any amendments thereto, as required under the New York State Revised Limited Partnership Act, and to make, execute, swear to and record such filings and do such other acts as are required to constitute and continue the Partnership as a limited partnership under the New York State Revised Limited Partnership Act;

(b) To make all agreements, documents, certificates or other instruments amending this Agreement and the Certificate of Limited Partnership, as presently constituted or hereafter

amended, that may be necessary or appropriate to reflect changes in Partnership name, place of business, change of name or address of any Partner, transfers of interests in the Partnership, addition or substitution of Partner, changes in capital of the Partnership and interests therein, changes to the Partnership or amendments to this Agreement of any kind made pursuant to and contemplated by the terms of this Agreement or as may be otherwise authorized pursuant to the terms of this Agreement; and

(c) To take any further action which said attorney-in-fact shall consider necessary or convenient in connection with any of the foregoing, hereby giving said attorney-in-fact full power and authority to do and perform each and every act and thing whatsoever requisite and necessary to be done in and about the foregoing as fully as such Limited Partner would or could do if personally present, and hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof so long as said acts are in accordance with the terms of this Agreement.

The grant of authority set forth in this Article  
FIFTEENTH:

(a) Is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, incompetency or bankruptcy of any Limited Partner;

(b) May be exercised by the General Partner for each Limited Partner by the signature of the General Partner or by listing all of the Limited Partners executing any instrument with

the single signature of the General Partner as attorney-in-fact for all of them; and

(c) Shall survive the delivery of any assignment by any of the Limited Partners of all or any part of its interest in the Partnership, except that where the purchaser, transferee or assignee thereof is admitted as a substituted Limited Partner as to all of such interest, this power of attorney shall survive the delivery of such assignment for the sole purpose of enabling such attorney-in-fact to execute, acknowledge and file any such agreement, certificate, instrument or document necessary to effect such substitution.

SIXTEENTH: MISCELLANEOUS. All notices, consents, demands, offers and other communications hereunder shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by certified or registered mail, postage prepaid, or (ii) delivered, in each case, to the persons or entities at the addresses set forth below in the preamble or at such other addresses as such persons or entities may designate by notice to the Partnership.

The Partners will execute and deliver such further instruments as may be required to carry out the intent and purpose of this Agreement.

Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Partnership or by any third party.

This Agreement may be executed in multiple counterparts and shall constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the original or the same counterpart.

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of New York; provided, however, that to the extent not expressly prohibited by said law, the provisions of this Agreement shall govern the relations among the Partners. In the event any provision of this Agreement is declared to be void by a court of competent jurisdiction, such provision shall be deemed severed from the remainder of this Agreement, and the remainder of this Agreement shall remain in effect and enforceable. This Agreement shall be binding on and inure to the benefit of the heirs, successors, legal representatives and permitted assigns of the parties hereto.

This Agreement constitutes the entire agreement among the parties with respect to the organization and operation of the Partnership and supersedes all prior understandings of the parties in connection therewith. No covenant, representation or condition not expressed in this Agreement shall affect or be effective to interpret, change or restrict the express provisions of this Agreement.

This Agreement may not be modified or amended except with the written consent of the General Partner and a majority in interest of the Limited Partners. Notwithstanding the foregoing provision and except as otherwise provided in Article ELEVENTH, no amendment may, without the unanimous prior written approval of all of the Partners affected by such proposed amendment, (i) enlarge the liability or obligations of any Limited Partner under this Agreement, (ii) enlarge the liability or obligations of the General Partner, (iii) alter the percentage interests in the cash flow of any of the Partners, (iv) amend this sentence, (v) alter the Partnership in such manner as will result in the Partnership no longer being classified as a "partnership" for federal income tax purposes, or (vi) result in a violation of the Act. The General Partner may call a meeting of the Limited Partners at any time upon at least ten days prior notice for the purpose of obtaining any consent of the Limited Partners or for any other purpose. Consents of Limited Partners may also be obtained at any time without a meeting.

Whenever the context shall require, the use of the masculine gender herein shall be deemed to include the feminine gender and the neuter gender, and the use of the singular or plural herein shall be deemed to include the plural or singular, as the case may be.

IN WITNESS WHEREOF, the parties herto have been shown to and executed and delivered this Agreement as of the day and year first above written.

GENERAL PARTNER:

SUN LAKES DEVELOPMENT CORP. (1%)

By: Norman A. Schefer  
NORMAN A. SCHEFER, PRESIDENT

LIMITED PARTNERS:

RDR GOLDBERG ASSOCIATES, L.P. (31%)

By: Robert M. Goldberg  
ROBERT M. GOLDBERG

NAS REALTY CO. (30%)

By: Richard Schefer  
RICHARD SCHEFER

ADDITIONAL LIMITED PARTNERS:

JOLI MARKETING CO. (19%)

By: Joseph Shapiro  
JOSEPH SHAPIRO

DONALD AXINN (12%)

ROBERT LEVINSON (6%)

Robert Levinson

ANITA SCHEFER (1%)

Anita Schefer