

# EXHIBIT B

June 17, 2016

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Alvin Dworman  
c/o ADCO Group  
450 Park Avenue  
New York, NY 10022

**Re: CPLR §7503(c) Notice of Arbitration Pursuant to Amended and Restated Partnership Agreement of Capital Properties Company Dated as of July 1, 1981, as Amended by the First Amendment to the Amended and Restated Partnership Agreement of Capital Properties Company, dated as of September 13, 1993 (the “Partnership Agreement”)**

Dear Mr. Dworman:

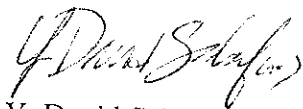
Capital Enterprises, Co. (“Capital Enterprises”) hereby serves notice of its intention to arbitrate the following disputes between Alvin Dworman and Capital Enterprises (together, the “Partners”), pursuant to the arbitration provision set forth in Article 10.1 of the Partnership Agreement:

- Dworman’s demand to remove Carard Management Company (“Carard”) as the professional manager of the Partnership and to replace it with a company not affiliated with Mr. Palin as property manager (Section 4.3).
- Dworman’s allegations that Capital Enterprises has engaged in or directed the mismanagement and/or misappropriation of Partnership assets (Article IV).
- Dworman’s abandonment of his duties as managing partner of the Partnership.
- Dworman’s revocation of his authorization to Capital Enterprises to act as day-to-day manager for the Properties;
- Dworman’s demand that Capital Enterprises cover the costs of managing the Partnership assets, by claiming that he did not previously authorize a management fee to Carard.
- Disagreement between the partners concerning the management of the properties, including Dworman’s request that a leasing strategy to maximize vacant units be implemented (including but not limited to those in assets that are planned for condo or coop conversion).
- Disagreement between the partners concerning the temporary withholding of Partnership distributions in order to build an escrow to pay for façade renovations and repairs (Article IV).

- Dworman's exclusion of title for 969 Third Avenue (the commercial portion of 200 East 58<sup>th</sup> Street) from the Partnership, and sale or disposal of said property without obtaining authorization from Capital Enterprises.
- Offset and accounting to the Partnership for Dworman's decision to provide free or reduced rent for, and/or to withhold legal action against, friends, family associates and business partners, at 65 West 55<sup>th</sup> Street, Unit 8D, Unit 4-J/K, Unit 301, and 210 East 58th Street, Unit 6-C.
- Dworman's refusal to abide by the terms of the prior agreement for a work-out, early termination and dissolution of the Partnership.
- Partners' disagreement concerning the partners concerning the disposition, including through sale or marketing of the assets to third parties, of the assets of the Partnership.
- Dworman's request for inspection of books and records (Section 10.3).

Please take notice that unless, within twenty days after service of this Notice of Intention to Arbitrate, you apply to stay the arbitration herein pursuant to Article 75 of the Civil Practice Law and Rules, you will thereafter be precluded from objecting that a valid agreement was not made or has not been complied with and from asserting in court the bar of a limitation of time.

Very truly yours,



Y. David Scharf  
*Counsel on behalf of  
Capital Enterprises, Co.*