

**EXHIBIT "A"**

**LIMITED LIABILITY PARTNERSHIP AGREEMENT**

to be formed to hold title to:

82 East 3rd Street, New York City (the "Premises or the Property")

between 50% Partner Mr. Andrew Lichtenstein

residing at 29 Cornelia Street Apt#25 NY, NY 10014 (212) 255-4888 (212) 255-5277 FAX

(holding right, title and interest for Lichtenstein Associates Money Purchase Pension Plan and/or Profit Sharing Plan as well as for various family members)

and 50% Partner Mr. Steven Harris

residing at 3725 Henry Hudson Parkway Apt#9B Riverdale, NY 10463 (718) 884-2297 (718) 549-1356 fax c/o Riverdale Graphics (718)884-1856

December 19, 1994

Upon the funding of the requisite funds, pursuant to November 16, 1994 Loan and Option Agreements entered into by Andrew Lichtenstein and Steven Harris and the closing between Kristine Eubanks and Steven Harris wherein Steven Harris purchases the 50% equity of Eubanks in the premises known as 82 East 3rd Street, New York, New York and Hart Realty and upon Andrew Lichtenstein, at or after the closing with Eubanks exercising his loan option to convert his \$220,000 Loan from debt to equity,

then the parties hereto agree to form a Limited Liability Partnership (a proposed Limited Liability Partnership as TJ Montana Enterprises LLC) wherein each shall be equal 50% equity owners

and neither partner in the ownership of 82 East 3rd Street, New York, New York; subject to the following terms and conditions:

1. The capital contribution of Harris to the new entity shall be deemed to be \$100,000; consisting of a credit for his remaining equity of \$100,000 in Hart to the new entity, *extended to*
2. The capital contribution of Andrew Lichtenstein shall be \$100,000 of the \$220,000 loaned to Harris; \$120,000 of said loan shall be debt to be equally assumed by the parties and the remaining \$85,000 second mortgage to be extended shall too be equally assumed by the parties unless the funding is made by Lichtenstein from another lender to meet his commitment to Harris, is in the aggregate sum of

\$205,000 satisfying the \$85,000 second mortgage. In this event the parties shall equally assume this one \$205,000 mortgage for a period of 5 years with interest not in excess of 13% per annum with right to prepay. In the event that Lichtenstein's minimum \$100,000 cash investment and the \$205,000 financing to be assumed equally by both prove insufficient due to Andrew Lichtenstein assuming personally all closing costs, then Harris shall allow for Lichtenstein to add no more than \$30,000 to

said mortgage financing with the express understanding that Harris shall assume no more than 50% of the ~~\$205,000~~ <sup>in the form of two mortgages, a respective sum of 120,000 and 85,000</sup> of the debt to be placed upon the property in the form of one \$205,000 mortgage and any additional financing above \$120,000 on the first mortgage where the \$85,000 second is extended and ~~assumed equally~~ <sup>assumed</sup> where Andrew Lichtenstein's closing costs have to be added to same; then that

additional financing of up to \$30,000 shall be solely assumed by Lichtenstein from his share of the net earnings ~~the partnership~~ <sup>of Harris and Lichtenstein</sup> shall assume only \$205,000 of the debt in conformity with November 16, 1994 Loan and Option agreements. ~~If this \$30,000 or other overage is cashed out or shared between the partners, in which case each shall assume their pro rata share of that additional financing over the \$205,000 of shared debt.~~

3. As limited liability ~~partners~~ <sup>members and/or partners</sup>, neither shall be liable or responsible for the wrongful acts or omission of the other. The ~~partnership~~ <sup>partnership and the non-active wrong doing partner</sup> shall be exempt from the wrongful acts or omissions to act of the wrong doing partner and they shall assume no responsibility for the individual wrong doers acts or omissions.

4. In all other respects ~~the uniform Partnership act~~ <sup>the limited liability company acts</sup> shall govern the rights and liabilities of the partners herein, in all respects, except for the limited liability now afforded the partners and the partnership and in all areas wherein liability is exempt and were the partnership shall be entitled to limited liability, the partners and within partnership shall be entitled to the conferment of the benefits to minimize any and all liability that they would have otherwise been exposed to as General Partners in a General Co-Partnership Agreement.

~~DISSENTING STATEMENT~~  
SALE, ASSIGNMENT AND DISSOLUTION:

For the purpose of this agreement the words ~~members and~~ <sup>partners</sup> shall be respectively construed as ~~members of an LLC~~ <sup>partners of a general partnership or any other entity</sup>.  
 No ~~partner~~ or any Person or Entity claiming an interest or otherwise in the interest of a ~~partner~~ or in the ~~name~~ <sup>name</sup> ~~members or partners~~ shall be deemed ~~same~~ <sup>same</sup> or interchangeable for the purpose of the interest of the ~~partnership~~ shall have the right to dissolve, terminate or partition the ~~partnership~~ <sup>partnership</sup> property or otherwise, for any reason whatsoever, or dissolve, terminate or partition the interest of any ~~partner~~ or in the property of any ~~partner~~ in which the ~~partnership~~ has an interest in for a period of five years from the date of execution hereof unless the limited liability ~~partnership~~ <sup>partnership</sup>, as a matter of law, entitles the ~~partnership~~ and the ~~partners~~ an unlimited exemption; in which case the five year limitation shall be lifted as the reasonable period of restraint and be replaced with an unlimited restriction of time until termination and other dissolution of the partnership as allowed as a matter of law, entitles the partnership and the partners an unlimited exemption; in which case the five year limitation shall be lifted as the reasonable period of restraint and be replaced with an unlimited restriction of time until termination and other dissolution of the partnership as allowed as a matter of law.

Restrictive Covenant against 3rd party dissolution  
 In the event that one partner desires to sell ~~he~~ <sup>she</sup> shall not be entitled to that right for a period of ~~not less than five~~ <sup>five</sup> years unless ~~the partner~~ <sup>the partner</sup> agrees to his sale to a third person or to ~~buy~~ <sup>sell</sup> out that partner ~~desiring to sell~~ <sup>desiring to sell</sup>. After five years, any partner, desiring to sell may do so without the permission of the remaining partner, his interest in whole or in part to a third person at a price based upon an all cash deal for no less than 4X (Four Times Multiplier) ~~the~~ <sup>the</sup> then registered rent roll of the building in the last DHCR rent registration and the remaining partner shall have the right of first and last refusal to match that offer for a period of 15 days from date the outgoing partner discloses the written offer to ~~him~~ <sup>her</sup> (and ~~supply~~ <sup>supply</sup> the actual complete copy of the offer and contract therein). Failure of the remaining partner to respond to that offer or failure to timely respond in required format, shall allow the outgoing partner to sell his interest at a price no less than the ~~lower of Four times the then last DHCR rent registration~~ <sup>one half of the</sup> ~~ALL CASH~~ <sup>one half of the</sup> and the third party's offer, and the third party shall then be entitled to the same rights and limitation on rights as was the outgoing partner and he shall then take subject to the terms and condition of this agreement in the same manner as did the outgoing partner. All notices, offers and acceptances shall be in writing and be sent by

Free assignability among members of the family

SAH © ©



certified mail return receipt requested to Andrew Lichtenstein at 29 Cornelia Street, Apartment #25, New York New York 10014 and Steven Harris at 3725 Henry Hudson Parkway, Apartment 9B Riverdale, New York 1046 or their then current home addresses as they may change from time to time. *The parties must also be notified by telephone of same Andrew Lichtenstein at (212) 255-4888 and Steven Harris at (718) 884-2797 or (718) 541-1356.*

*Both parties must agree to the terms of any sale of these premises, unless the property is sold for an amount equal to or more than the All Cash amount of a multiple of Four (4) times the registered rent roll income of the property adding any unregistered rents and leased income to this income as well. This formula shall determine and shall be known as the ("Minimum Dissolution Amount") for the sale, dissolution or assignment of 100% of the stock of the premises. From the date of the purchase of the premises forth the Minimum Dissolution Amount shall be ALL CASH AND no less than the greater of 4 times the annual rent or \$700,000 All Cash. The premises may be contracted for sale within Forty Eight Hours of a receipt of an offer in writing for the premises to be purchased for any amount equal to or greater than the Minimum Dissolution Amount. Either party may sign such contract for sale, and distribution of said funds on contract or closing shall be made equally to the shareholders hereto.*

*If an offer is received for less than the Minimum Dissolution Amount then the other shareholder has a 10 day right of first refusal to purchase the other party's right, title and interest to the premises by matching any bona fide offer for the other party's interest by notifying the other party in writing that the offer is matched. The sale of the other party's right title and interest shall occur no more than 30 additional days thereafter, time being of the essence, or the matching right is lost to the other party. However, any new party other than the original named party hereto above acquiring interest to the premises by assignment, purchase inheritance, executor etc. Shall not enjoy any management responsibilities, decision making rights, right to collect rent or distribute income whatsoever. The only right such a new party may have is to be a fiduciary owner of shares entitled to receipt of their share of net proceeds and distribution of income.*

*No Party can force the other to sell his interest at any time without the consent of the other party.*

*The remaining existing ~~original partner~~ shall remain and maintain as the ~~sole managing agent~~ until such time as he has recouped his original cash investment in the property.*

In the event of mutual intention to sell by both after five years the minimum sale price for an all cash sale shall be raised to ~~(Five Times the last)~~ *6x SAH* the annual lease rent and no less than ~~(Five Times the last)~~ *6x SAH* the annual lease rent should a cash and terms deal be worked out with cash after existing mortgages being no less than ~~\$247,000~~ *247,000* deemed herein to be the aggregate investment made by ~~the partners~~ *of the partners* ~~of \$247,000 by Steven Harris and \$127,000 by Andrew Lichtenstein.~~

In the death or disability of any ~~partner~~ *Partner* hereto, his next of kin shall accede to the decedent ~~partner's~~ *Partner's* interest without limitation and be bound by the terms of this agreement. Andrew Lichtenstein's order of acceding decedent and rights of successor interest shall be 1) Jeffrey Lichtenstein 2) Alexa Lichtenstein 3) Gary Lichtenstein & or Gloria Lichtenstein in common 4) ~~Michael Dayin~~ *SAH* 5) ~~Dr. Gary Mackman~~ 6) Eric Lichtenstein 7) Lester Lichtenstein 8) Felice Lichtenstein 9) ~~Wayne Weissman~~ *SAH* ~~State of Israel.~~

6. All decision making, including subsequent refinancing shall be by mutual consent, ~~in all~~ *SAH* as all matters pertaining to partnership business. ~~There shall at all times be the requirement for unanimous consent in all business decisions.~~ *or Company The date of all times, instrument in all times* *by Brian A. Sp and or other Successor interest*

# 7. MANAGEMENT, RENT COLLECTIONS, DISTRIBUTION OF CASH COLLECTIONS ETC.

Unless otherwise agreed by ~~mutual unanimous consent~~ *SAH*, at any other time, the management shall be shared equally; job functions ~~INITIALLY~~ *SAH* be shared as follows.

A. Collection of rent shall be mailed and ~~restricted~~ *SAH* to a singular lock box at a bank to be chosen to the order of the partnership account and the depository shall provide a daily computer print out of the daily transactions including returned checks. Any rent collected by either ~~partner~~ *SAH* shall be either deposited to

the lock box or be directly deposited to the partnership account. Any and all rent, cash or checks shall be deposited to partnership account. The partnership shall maintain and be restricted to a singular general account for all rents and a separate singular security savings account. Both ~~Andrew~~ <sup>Andrew</sup>

~~Lichtenstein and Bernice Harris~~ shall have a right to sign this account and Bernice Harris shall have a power of attorney to sign in behalf of Steven Harris if he is away, sick or disabled or in the event of his death she shall accede to his interest in the partnership and co-manage and have a general signature instead of the power of attorney along with Andrew Lichtenstein. ~~Michael~~ <sup>Jeffrey</sup>

Lichtenstein shall have a power of attorney to sign in behalf of Andrew Lichtenstein if he is away, sick or disabled or in the event of his death they shall accede to his interest in the partnership and co-manage and have a general signature instead of the power of attorney along with Steven Harris. In the event Bernice Harris predeceases Steven, then Allison Harris shall accede and have the power of attorney to sign in Steven Harris' behalf while he is away, sick or disabled and upon his death she shall accede to Steven Harris' interest in same manner as Bernice Harris in the ~~event~~ where she survives him. Both as successors, in interest to Steven Harris shall have all the rights of Steven Harris under this Agreement. In event both Steven and Bernice Harris die, in a common disaster or otherwise, Allison Harris of 24 Fifth Avenue, N.Y.C. shall accede to the inheritance and ownership interest of Steven and/or Bernice Harris as the sole legatee of Steven and or Bernice Harris and shall along with Andrew Lichtenstein be equal co-partners in this limited partnership and be entitled to co-management right and all other rights of a partner contained herein. <sup>of Grant, Stuart Bone Han + Allen Han, die</sup>

In the event ~~Michael~~ <sup>Jeffrey</sup> and or Jeffrey Lichtenstein predeceases Andrew, then 1) ~~Jeffrey~~ <sup>Jeffrey</sup> Lichtenstein 2) Alexa Lichtenstein 3) Gary Lichtenstein & or Gloria Lichtenstein in common 4) ~~TP~~ <sup>TP</sup> ~~Michael~~ <sup>Michael</sup> 5) ~~Dr. Gary~~ <sup>Dr. Gary</sup> 6) Eric Lichtenstein 7) Lester Lichtenstein 8) Felice Lichtenstein 9) Wayne Wasserman 10) ~~State of Israel~~ <sup>State of Israel</sup> in that order, shall accede and have the power of attorney to sign in Andrew Lichtenstein's behalf while he is away, sick or disabled and upon his death each in order shall accede to Andrew Lichtenstein's interest in same manner as ~~Michael~~ <sup>Michael</sup>

Jeffrey Lichtenstein in the instance where they survive him. Both as successors, in interest to Andrew Lichtenstein shall have all the rights of Andrew Lichtenstein under this Agreement. In event both as Andrew Lichtenstein and ~~Michael Lichtenstein~~ <sup>SA @</sup> and/or Jeffrey Lichtenstein die, in a common disaster or otherwise, Alexa Lichtenstein of 6 Hazelwood Court Jericho New York 11753 shall accede to the inheritance and ownership interest of Andrew Lichtenstein as the sole legatee of Andrew Lichtenstein, and shall along with Steven Harris be equal co-partners in this limited partnership and be entitled to co-management right and all other rights of a partner contained herein.

~~It is agreed that this partnership account will build up a one month income reserve to be held in the account in case of emergency; said balance shall be built up slowly by not distributing the total surplus each month; however, one month's mortgage payment reserve must be maintained at all times beginning no later than 120 days after the partnership takes title to the property.~~

B. INITIALLY, Andrew and Steven shall as general signatories each have a checkbook on the singular partnership account and Andrew shall write monthly checks for mortgage and tax payments and escrows, fuel, Con Edison for the building, insurance and other agreed upon expenses. Steven Harris shall write checks to super, repairmen, suppliers and contractors and any other expense agreed upon <sup>SA @</sup> to \$500 per apartment per year unless both parties agree in writing or by fax. If Lichtenstein can perform or arrange any work for less money than Harris, then he may undertake such work for Steve. <sup>SA @</sup> will inform Andrew as to these items and send to him receipted bills which Andrew shall attach to the stub book and enter check numbers for same. Neither party <sup>SA @</sup> reimburse themselves for use of their home as an office, nor shall they pay out of partnership funds any faxing, stationary or postage or Xeroxing or their home con edison or any personal expense. Andrew shall furnish Steven monthly a copy of that month's bank statement, <sup>one Disbursement & checkbook</sup> copy of lock box deposit print outs with a management report listing all tenants and dates of their lock box deposits with an arrear column next to their name and said statement shall include by check number all checks written that month and <sup>SA @</sup> Upon rendition of same to Steve, the parties shall agree on the amount of capital distribution for that given



Each shall then shall draw a like amount from their respective month. Each shall then pay any adjustment due Steve personally for any excess mortgage payments in excess of 1.3% per annum and for the additional capital to close above \$205,000 of debt that is serviced.

Any payment out of the partnership account either to pay interest and or amortization in excess of the

\$205,000 personally assumed by Andrew. The terms of the loan and option agreements shall be

incorporated and made part of this agreement. The leasing of the apartments are to be shared. The

parties elect the same rental agent that rents 430 East 13th Street for Steven Harris for a 10 day

exclusive after which time either may rent along with the broker; any and all broker fees are to be paid

by the tenant. ~~Andrew~~ shall have right to interview and reject applicant should ~~he~~ feel applicant is a

credit risk or that his general demeanor and attitude is such that ~~he~~ not want him as a tenant living

in the building. ~~Either~~ party may after discussion fire a super but shall not pay in excess of \$0 a month

and both must approve new super, ~~unless otherwise agreed by parties' mutual consent~~. All dispossess

work shall be handled by Cohen, Hurkin, Ehrenfeld, Tenenbaum at no more than \$200 win lose or

draw as presently charged Steve on other property. All payment of legal fees to be paid by Andrew

and Steve to be agreed upon. All partnership returns are to be prepared by Malozzi and Dwyer for a

fee not to exceed \$500 per annum as he is familiar with the property and has been its accountant for

some 8 years, ~~unless otherwise agreed~~. Either party may choose him as their personal accountant to

do their personal returns and each shall pay him separately for their personal returns. ~~Alternatively,~~

Leading Edge Tax Preparation Avery Maizner, CPA will charge approximately \$200 per calendar year

to prepare the partnership returns. Partners agree to contribute

their time, abilities, skills and best efforts without charging the partnership. All legal work shall be

done by outside counsel ~~unless otherwise agreed~~. ~~Both parties shall be~~

approach to ~~these~~ landlord-tenant ~~cases~~ ~~as~~ ~~well~~

of charge to the partnership, but any appeals thereafter shall be handled by outside counsel. If Harris

cannot attend the landlord-tenant case, Andrew Eichtenstein shall ~~attend~~ with the partnership's

attorney being present as well.

## 8. IMPASSE:

*The parties hereto agree to first sit down to amicably resolve any problem at least one hour ~~before~~ alone*

*before we proceed as follows.* In event that an impasse is reached that the parties can not amicably and

mutually agree to make a decision which decision does not materially affect the continued management of same, a coin shall be flipped with each ~~party~~ present and witnessing the coin flip to make that decision.

*A fax statement of each parties position is to be utilized if verbal communication has been interrupted and the coin toss may be performed to make such decision.*

In instances where an impasse is reached that materially affects the continued management, i.e. fraud, misrepresentation of a material fact, theft or unauthorized actions relating to sale or refinance without mutual consent, or non disclosure of material facts affecting the building, then the aggrieved party shall be afforded all legal right to remedy that wrong and an impartial managing agent to be agreed upon shall at a fee of no more than 5% of the rent collections per month manage the property during this impasse or period that the parties are in litigation with the understanding that the court may pending this litigation appoint a receiver replacing the managing agent, ~~and~~ especially in matters of theft, misuse and waste of partnership assets and non payment of partnership obligations and in instances of material fraud, neglect, breach of fiduciary responsibilities to one another. If, during the pendency of the court proceeding and before a receiver is appointed, the parties at impasse fail to agree on an impartial agent and ~~do agree~~ *each* as to the selection of a mutually consented party to manage, then Stanley Vickers of Vickers Management shall be the agent until such time as the court selects a receiver to replace him. In event of a material matter affecting continued joint management, the aggrieved shall send a certified letter stating that he desires ~~an~~ impartial agent due to the irreconcilable nature of the matter and within 15 days of receipt of that letter, the building must be turned over to an agreed upon agent or Vickers Management as the case may be.

9. CAPITAL CALLS for capital improvements on low renting apartments requiring renovation to increase the rent, replacement of roofs and boiler, tenant buy outs where the amounts involved exceed

\$2,500 including attorneys, then a meeting shall be called and the course of action shall be determined and

to the extent the partnership can pay <sup>OF COMPANY</sup> or finance that course of action, the parties upon written consent of both shall proceed to settle the matter. If one has to add additional personal capital to partnership capital,

he shall then be repaid out of the next rents collected after allowance for appropriate monthly expenses are

allowed and no partner may draw until he is paid back these personal moneys, <sup>Partners capital calls shall not</sup> not to exceed \$10,000.00

50% partner hereto <sup>shall be paid</sup> at any given time, when required, for any different problem that requires additional capitalization.

All security shortfalls and any violations, fines or liens remaining after Harris closes with Eubanks shall be

assumed by the new partnership <sup>entity</sup> without diminution to Steve's Account. Any escrows advanced personally

by Andrew ~~on behalf of Steven Harris~~ for prepayment of taxes after closing ~~on other adjustments~~ between

Harris and Eubanks is to be paid back to Andrew before capital distributions to partners and any mortgage

payments of interest in excess of 13% per annum and amortization on sums excess of \$205,000 made shall

be personally paid back Harris immediately. ~~We agree that should an excess over \$205,000 provided~~

~~Andrew's cost are approximately \$20,000 exclusive of Steve's adjustments, be financed each party hereto~~

~~shares such obligation equally.~~ It is expressly understood that upon Harris closing with Eubanks and then

with Lichtenstein, that Harris shall assume no closing costs and ~~his~~ <sup>only closing cost shall be his</sup>

~~attorney's fees and Eubanks.~~ Any security that Eubanks turns over in addition to security Harris

~~has shall be turned over to this partnership and Harris shall not be responsible for shortfalls; the partnership~~

~~shall assume them as well as any future anticipated future loss of rent for Schneider until march of 1995~~

and any pay back to Hibi in 5A to be worked out by Harris with him. Harris shall not assume personally

any DHCR rollbacks for overcharges or otherwise, this partnership shall assume same to the extent that

Eubanks does not pay same. If Harris ultimately succeeds in reimbursement, in whole or in part from

Eubanks he shall turn that money over to the new partnership. In sum, Harris, shall not be responsible to

pay any moneys on closings nor shall he assume the debts of Eubanks nor Hart Realty to this partnership

which shall assume same in his behalf without diminution to his share in the capital or earnings that he is to derive from this partnership. Bunny Realty's and or Hart Realty's, Bernice's and/or Steven Harris' share of the Internet cafe lease profit shall be assigned to this partnership. After Eubanks re-assigns her interest therein.

#### ARBITRATION:

In all matters that do not relate to theft, fraud or otherwise materially threatening the continued co management of the property where the parties do not want to flip a coin to resolve and which by its nature do not necessitate a law suit, the parties then elect arbitration to resolve that matter and agree to be bound by their partnership decision. ONLY matters relating to money matters relating to alleged theft of funds where one owes the other, or material fraud, misrepresentation or non disclosure and impasse occurs those matters are to be attended in a court of law ~~unless we both agree to arbitration and~~

The parties elect the American Arbitration Association and agree to be bound by their decision, but in no way shall their decision impact their equity or 50% share, ~~their shares shall not be impaired, encumbered, withdrawn, diminished or impacted of the partnership capital and income that they are entitled to.~~ Only matters relating to management and distribution of capital and income and payment of partnership

obligations that are not agreed upon in the absence of theft, fraud, misapplication or waste of impasse where a coin is not flipped, are matters for a court of law to decide upon. The only remedy superseding an arbitrator or court decision is a subsequent accord and satisfaction agreement of the partners settling that dispute which can cancel that decision or court order; otherwise the decision or order shall bind the parties.

At any time during the partnership, any family member of the Harris family or Lichtenstein family or their entity interest therein, such as Lichtenstein or Harris personally and/or their pensions, profit sharing plans, retirement vehicles and/or nominees and/or their trusts and/or their estates, may become an assignee of their progenitor without the mutual consent of the parties hereto and while any of the parties here to are alive, their assignees shall not have the right in the co management of this property unless either Andrew Lichtenstein or Steve Harris be infirmed or become incompetent that family member that they so designate shall accede to the co management and right to receive the benefit of their pro genitor as well have all the rights to be and act as a partner under this agreement.

Upon death, Bernice Harris shall accede to Steven Harris full interest thereunder and Allison Harris shall then get a power of attorney to sign for her mother and upon the death of Bernice and Steven Harris, Allison shall accede as heiress to all that right, title and interest that her father and mother had in succession and shall as a 50% co partner be entitled to all the rights hereunder. Andrew Lichtenstein may also freely assign an interest in his share of the partnership to family members but not to co management unless sick or incompetent and upon his death he may elect a successor family member to act as a 50% co partner in co management of property with Harris or his survivor, wife, or daughter and upon their deaths, they may appoint their survivors to their partnership interest herein until property is sold and partnership is dissolved.

Upon death, ~~Michael Dagan and Jeffrey Lichtenstein~~ shall accede to Andrew Lichtenstein full interest hereunder and ~~Michael Dagan and Jeffrey Lichtenstein~~ shall then get a power of attorney to sign for Andrew Lichtenstein and upon the death of Andrew Lichtenstein, ~~Michael Dagan and Jeffrey Lichtenstein~~, Alexa Lichtenstein shall next accede as heiress to all that right, title and interest that her brother had in succession and shall as a 50% co partner be entitled to all the rights hereunder. Steven Harris may also freely assign an interest in his share of the partnership to family members but not to co management unless sick or incompetent and upon his death he may elect a successor family member to act as a 50% co partner in co management of property with Lichtenstein or his survivor, wife, father, ~~Jeffrey Lichtenstein~~



children and ~~family~~ named ~~harris~~ and 1) Jeffrey Lichtenstein 2) Alexa Lichtenstein 3) Gary Lichtenstein & or Gloria Lichtenstein in common 4) Michael ~~Dayan~~ 5) Dr. Gary ~~Nackman~~ 6) Eric Lichtenstein 7) Lester Lichtenstein 8) Felice Lichtenstein 9) Wayne Wasserman 10) ~~State of Israel~~ in that order and upon their deaths, they may appoint their survivors to their partnership interest herein until property is sold and partnership is dissolved.

# BOOKS AND RECORDS:

Each party shall have full right to disclosure and inspection of all the books and records and any written matters relating to partnership business, at any time for any reason whatsoever and these records shall be maintained at the home office of Andrew Lichtenstein and Lichtenstein shall hold the books, records, limited partnership documents and be responsible in his fiduciary capacity for their safe handling.

~~(Lichtenstein may hold the deed in his safe deposit box and prepare and sign an escrow agreement to~~

~~Harris of this deed, providing certified copy of same to Harris as he requires) until such time as Andrew~~

Lichtenstein has received the complete return of his capital outlayed to purchase this property ie: \$125,000

cash and further to the understanding that Harris may have the right to take these records for a period of

one week to do his own accounting of same and shall return same to Lichtenstein immediately thereafter.

All pertinent documents, copies of same at Steven Harris' request shall be furnished to Harris by facsimile

or mail at his request including bank statements and deposits. Steven Harris agrees to hold backup copies

at his place of residence for safekeeping and fire protection purposes, at such time as Andrew should make

such a request of Steven, and return same if required.

Andrew Lichtenstein and his interests, family and participants therein are indemnified and held harmless by

Stephen Harris and his interests, family and participants therein for:

- The new lease of the cafe is actually \$1,200 per month. Any and all lower amounts of lease shall be assigned by Stephen Harris and his wife Bernice to the 100% shareholders of this property such that the security and rental income shall be \$1,200 per month base rent and be the possession of the 100% shareholders hereto as well as assigning and remitting payment for collection of any prepaid rent to the partnership account.
- Claims by Kristine Eubanks and/or Hart Realty and/or Bunny Realty, BSG etc against Andrew Lichtenstein personally. ~~Stephen Harris personally agrees to hold you Andrew Lichtenstein and your interests, family and participants herein harmless in all respects including monetary and legal fees etc. and matters of all respects relating to Christine Eubanks but regarding Hart Realty and the prior ownership exclusive of tenant claims and monetary claims made by tenants which Andrew Lichtenstein had no affiliation whatsoever and is held harmless by Stephen Harris with all respects and matters herein. Stephen Harris represents that he will assign all benefits and leases relating to leases such as \$1,200 Internet Cafe from Bunny Realty, BSG and Hart Realty to this new ownership entity to be owned by Andrew Lichtenstein and Stephen Harris.~~

*Andrew Lichtenstein appreciates Steven Harris not smoke in his proximity when they meet.*

*Each shall attempt to keep daily contact to a minimum of 3 times a day and try not to take up more than 30 minutes of any day allowing for each other's schedule and barring building emergencies, except for one day each month which shall be designated the decision making partnership meeting day, which is not limited in time for building management, operation and decision making.*

Neither Harris or Lichtenstein or their respective families may charge the partnership any fee for any and total management, doing so free of charge to the benefit of the partnership.

#### **RIGHT, TITLE AND INTEREST:**

*The mixed unit apartment building premises located at 82 East 3rd Street, New York City Block 444 Lot 30 will at all times be owned by this Limited Liability Partnership and the two equal partners herein*

~~Andrew Lichtenstein and Steven Harris. Nothing to the contrary will change or dilute this fact, regardless~~

~~of transfer of transfer or change of ownership name, Andrew Lichtenstein intends to own his 50%~~

~~indemnity as does Steven Harris.~~

This agreement (revised and redrawn and prepared in a proper and formal fashion containing the text and substance of this agreement which shall be incorporated into the formal agreement to be signed

This agreement shall supersede and nullify November 13, 1994 Proposed Stockholders Agreement signed

11.16.94. Nothing herein shall change the substance of this agreement

AGREED TO AND ACCEPTED on this 27th day of December, 1994:

BY: Mr. Andrew Lichtenstein

50% Partner

and owner of 82 East 3rd Street, NYC

Personally and on behalf of my other

present and future nominees, family members,

his interests and participants therein

Lichtenstein Associates Profit Sharing Pension Plan

and or Lichtenstein Associates Money Purchase Pension Plan

BY: Mr. Steven Harris

50% Partner

and owner of 82 East 3rd Street, NYC

RIDER

December, 1994

Each party shall have the right to manage the property and receive all the Books and records for a period of one year each after Andrew Lichtenstein receives the return of his approximate \$120000 investment in 82 East 3rd Street and this management duty shall be alternatively shared by them on an equal basis one year store, then the next year Andrew ~~at~~ ~~for~~ Ad in finitum.

Adj's + mentz i

Closing Adjustments are anticipated of approximately \$10,000.00 in favor of Andrew Lichtenstein; ~~agreed~~ after a final accounting and upon rendering a closing statement by Tom Sherry the parties shall adjust the difference. By a showing Andrew Lichtenstein to withdraw from the business this sum after allances made for normal business operating expenses from Steve's share of or monies that he would normally be entitled to which he hereby assigns to Andrew until such debt is repaid unless the escrow that Tom Sherry establishes proves sufficient to satisfy Andrew at an earlier date. In which case Steve shall be entitled to his share at an earlier date.



Notwithstanding anything to the contrary, for the purpose of registering the building, the parties agree that ~~thereafter~~ Harris shall have the right to be the manager of record with the City of New York for a period of not less than one year. After that initial period the parties agree to this management registration in alternating years in conformity with the paragraph 1 of this rider, ~~relating to~~ ~~extension~~. Notwithstanding anything contained ~~within~~ herein or in this entire rider, the parties shall have the right, as per underlying agreement to perform the duties already delineated previously in the underlying agreement.

Parties

12-11-14

12-11-14

~~12-11-14~~

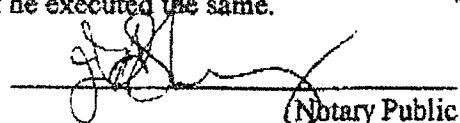


STATE OF NEW YORK )

S.S:

COUNTY OF WESTCHESTER

On this 21<sup>st</sup> day of December, 1994 before me personally came Steven Harris, to me known and Known to me to be the person designated in this Partnership and or Limited Liability Agreement AND described in said instrument and who duly acknowledged to me that he executed the same. Rider



Notary Public

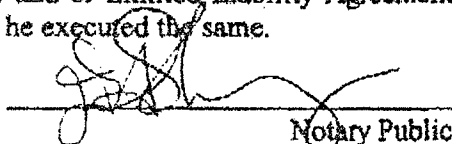
JON DAVID SHERRY  
Notary Public, State of New York  
No. 24-4612787  
Qualified in Kings County  
Commission Expires Feb. 28, 1996

STATE OF NEW YORK )

S.S:

COUNTY OF WESTCHESTER

On this 21<sup>st</sup> day of December, 1994 before me personally came Andrew Lichtenstein, to me known and Known to me to be the person designated in this Partnership and or Limited Liability Agreement AND described in said instrument and who duly acknowledged to me that he executed the same. Rider



Notary Public

JON DAVID SHERRY  
Notary Public, State of New York  
No. 24-4612787  
Qualified in Kings County  
Commission Expires Feb. 28, 1996