

EXHIBIT C

Engagement Letter

DISERIO MARTIN O'CONNOR & CASTIGLIONI LLP

ATTORNEYS AT LAW

ONE ATLANTIC STREET
STAMFORD, CT 06901

TELEPHONE: (203) 358-0800
FACSIMILE: (203) 348-2321
WWW.DMOC.COM

35 MASON STREET
GREENWICH, CT 06830
TELEPHONE: (203) 622-4100

50 MAIN STREET
SUITE 1000
WHITE PLAINS, NY 10606
TELEPHONE: (914) 664-0390

May 12, 2016

Dear Mr. Beilinson:

This letter will confirm that Seaboard Residential, LLC, Century Plaza Investor Associates, LLC, Seaboard Hotel Associates, LLC, Seaboard Hotel LTS Associates, LLC, Park Square West Associates, LLC, Clocktower Close Associates, LLC, One Atlantic Investor Associates, LLC, 88 Hamilton Avenue Associates, LLC, 220 Elm Street I, LLC, 300 Main Street Associates, LLC, and 220 Elm II, LLC (collectively, the "Company") has elected to engage our law firm as legal counsel in connection with certain corporate matters.

While we would prefer to confirm our engagement in a less formal manner, we have found that the attorney/client relationship is enhanced by a mutual understanding of our services and fee arrangements.

Please note that our charges for legal services will be based on the hourly rates for attorneys and paraprofessionals assigned to this matter. At present, our hourly rates for attorneys range from \$275.00 to \$600.00, and our hourly rate for paraprofessionals is \$125.00. Our billing rates are based on years of practice, training, specialization and professional accomplishment. I will be the Company's primary contact for this matter and my current hourly rate is \$550.00. Our billing rates are reviewed at least annually, usually in January of each year, and may be modified to reflect changes in our cost structure and related market conditions. In performing this engagement, we may make disbursements and incur internal charges on your behalf. We will bill the Company at cost for charges paid to third parties, and charges for internal services (e.g. photocopies, facsimiles, etc.) will be billed at our usual and customary rates for such services. We reserve the right to forward to the Company for direct payment any third party disbursements.

Before we perform any easement-related work with respect to the Residence Inn property (the "Residence Inn Property"), on behalf of Seaboard Hotel LTS Associates, LLC, the Company shall have negotiated and obtained approval of debtor-in-possession financing from Israel Discount Bank of New York or an alternative source of financing sufficient to pay the budgeted fees and expenses for such work.

From time to time, we will send the Company a statement covering our fee charges and expenses. All such statements are due and payable within 30 days following receipt. Delays in the payment of our statements increase our cost in providing legal services. For this reason, we reserve the right to cause any unpaid fees to accrue interest at the rate of one percent (1%) per month from the statement date if statements are not paid in a timely manner. Furthermore, if our fees are not paid timely, we reserve the right to suspend work and/or withdraw from representation. Additionally, should it become necessary, the Company will be responsible for any costs and attorneys' fees incurred by our law firm in collecting any unpaid and outstanding balances owed. Except where prohibited, we shall retain a lien on all of the Company's

documents, property, or money in our possession for the payment of all sums due us from the Company under the terms of this engagement. The Company warrants and acknowledges that it has the financial ability to timely pay all fees, costs and expenses contemplated by this letter.

Notwithstanding the foregoing, during the pendency of the Company's chapter 11 bankruptcy cases, our fees and expenses shall be subject to the prior approval of the United States Bankruptcy Court for the District of Delaware (the "Court") in accordance with sections 330 and 331 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532, the Federal Rules of Bankruptcy Procedure, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, and any applicable orders of the Court, including the order authorizing our retention and the *Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Professionals* [Docket No. 132].

Please be advised that we cannot accurately estimate the total fees for this representation. We urge the Company to review our invoices carefully upon receipt, and promptly bring any questions to my attention so that they can be resolved in a timely manner. In addition, the Company acknowledges that we have made no guarantee regarding the successful determination of this matter and any and all expenses relative thereto are matters of our preliminary opinions based on our current knowledge of the subject matter(s).

Information concerning our firm, areas of practice and attorneys is available at www.dinoc.com. Please note that such information is updated from time to time.

From time to time, we may be asked to provide clients with information concerning the engagement of third-party professionals. Please note that such information may involve a possible conflict of interest because of other dealings we may have with such third parties, in doing so we make no guarantees or representations as to the skills or expertise of such professionals, and ultimately any such engagement will be based solely on the Company's own independent investigation. Please advise us in writing if the Company is aware at any time of any potential conflicts of interest in connection with our representation of the Company.

In connection with this engagement, we will provide the following legal services to the Company:

- (i) negotiating mechanics' and other similar liens on the Residence Inn Property, on behalf of Seaboard Hotel LTS Associates, LLC;
- (ii) generally overseeing the process of construction of the Residence Inn Property and assisting with Connecticut real estate matters related thereto, including, but not limited to, negotiating the necessary agreements or amendments to existing agreements for the Residence Inn Property; and
- (iii) advising the Company, excluding Seaboard Hotel LTS Associates, LLC, with respect to the nuances and local practices of Connecticut real estate matters in connection with the sale of their properties and, in particular, the review of purchase, lease, and other agreements related to the same.

Any new or expanded engagement beyond that described above will require our agreement. Similarly, except as expressly set forth in this letter, any representation in this engagement of any person or entity other than the Company will require our agreement. That is, our client is, and we are entering into an attorney-client relationship only with the Company. Should we represent the Company in any other matters, whether or not related to the matter described above, unless there is another written agreement, the terms of this letter will be applicable to any such representation.

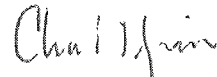
The Company has the right to terminate our representation at any time and for any reason. In addition to failing to pay any bills in a timely manner, we also reserve the right to withdraw from representation if we determine that we are unable to effectively represent the Company's interests, if the Company has refused to follow our advice to an extent that we deem prejudicial to our continued relationship, or if the Company refused to cooperate with us in our representation.

Unless previously terminated, our representation of the Company will terminate upon our sending to the Company our final statement for services rendered in this matter. Our files pertaining to the matter will be retained by our firm in accordance with our document retention policy. Subject to our obligations under the bar requirements applicable to the State of Connecticut, we reserve the right to destroy or otherwise dispose of any documents or other materials, including electronic versions, retained by us after the termination of the engagement.

Thank you for engaging our firm. We appreciate this opportunity to be of service and look forward to working with the Company. We will strive to represent the Company's interests vigorously and efficiently. Please feel free to discuss with me any aspect of the firm's representation, including personnel and billing.

If you are in agreement with the foregoing, please have it sign and return one copy of this letter to me which will constitute our agreement with respect to the scope, terms and conditions of our engagement.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Charles J. Spiess".

Charles J. Spiess

Consent and Acceptance

This will acknowledge receipt of this engagement letter. The undersigned hereby retains Diserio Martin O'Connor & Castiglioni LLP as counsel and agrees to the scope, terms and conditions of the engagement as set forth in this letter.

By: Marc Beilinson
Name: Marc Beilinson
Title: Chief Restructuring Officer

with permission ESG

Dated: 5/13/2016