LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

OF

THIRTY WEST MAIN LLC

A New York Limited Liability Company

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THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the "***Agreement***") OF THIRTY WEST MAIN LLC**, a New York limited liability company (the "***Company***"), is dated as of December 9, 2013 (the "***Effective Date***"), by and among the Company, Georgia Malone & Co Inc. Defined Benefit Pension Plan, a defined benefit pension plan formed under the laws of the State of New York (the "***Plan***") and Amir Korangy, an individual residing in the State of New York ("***Korangy,***" together with the Plan and any other Person who after the date hereof becomes a member, the "***Members***"). Capitalized terms used in this Agreement shall have the meanings set forth in Article 1 of this Agreement unless a capitalized term is otherwise defined in a particular Section of this Agreement in which it is used.

RECITALS

WHEREAS, the Company was formed on November 19, 2013 by the filing of the Articles of Organization with the Secretary of State of the State of New York for the purpose of purchasing and owning real property at 30 West Main Street, Riverhead, New York (the "***Real Property***");

WHEREAS, the Members each own fifty (50%) percent of the Membership Interest of the Company;

WHEREAS, the Company and the Members desire to enter into this Agreement to set forth certain agreements among the Members relating to the governance of the Company, the granting of certain rights and the imposing of certain restrictions on themselves and the Membership Interest now or at any time held by the Members or issuable to the Members or other Persons.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements made in this Agreement and intending to be legally bound, the Members hereby agree as follows:

ARTICLE 1

DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions.

1.1.1 The following terms, as used herein, shall have the following meanings:

"***Act***" shall mean the New York Limited Liability Company Act.

"***Affiliate***" means, with respect to the Person to whom or which it refers, a Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such subject Person.

"***Agreement***" means this Limited Liability Company Operating Agreement, as further amended or restated from time to time.

"Articles of Organization" means the articles of organization of the Company, as amended or restated from time to time, filed with the Office of the Secretary of State of the State of New York in accordance with the Act.

"***Capital Account***" has the meaning set forth in Section 5.4.

"***Capital Contribution***" means: (a) with respect to a Member acquiring Membership Interests directly from the Company, the amount of cash and the Gross Asset Value of property other than cash (less any indebtedness assumed by the Company in connection with its acquisition of such contributed property, or to which such contributed property is subject) contributed to the Company by such Member in respect of such Membership Interests acquired from the Company; and (b) with respect to a Member who acquired his Membership Interests from another Member, the amount of cash and the Gross Asset Value of property other than cash (less any indebtedness assumed by the Company in connection with its acquisition of such contributed property, or to which such contributed property is subject) contributed to the Company by any prior holder of the acquired Membership Interests as well as the Member who acquired the Membership Interests from another Member in respect of the acquired Membership Interests.

"***Capital Transaction***" means the sale of all or substantially all of the Company's assets.

"***Capital Transaction Proceeds***" means (a) any and all proceeds (whether in the form of cash or property) received by the Company from a Capital Transaction, reduced by expenses incurred by the Company in connection with such Capital Transaction, liabilities of the Company which are repaid out of the proceeds from such Capital Transaction, and such reserves as the Members may determine to be necessary for the needs of the Company, and (b) all receipts (net of disbursements and reserves established by the Members) of the Company after the date of any event of dissolution specified in Article 12, to the extent not otherwise includible in Capital Transaction Proceeds.

"***Change of Control***" means the acquisition after the date of this Agreement, directly or indirectly, by any individual, entity or group (as such term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) (other than an individual, entity or group that owns Membership Interests on the date of this Agreement) of beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of more than fifty percent 50% of the aggregate outstanding voting power of the Company or the aggregate outstanding Membership Interests.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Company***" has the meaning set forth in the preamble to this Agreement.

"***Depreciation***" means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Fiscal Year or other period.

"***Distributable Cash Flow***" means, for any period, all cash received by the Company during such period, minus the sum of (a) all operating and capital expenditures paid by the Company during the period; (b) reasonable provisions for payment of all obligations of the Company as of such time; and (c) such additions to the reserves of the Company for contingencies, working capital or future expansion needs as the Members may determine to be necessary or appropriate. Notwithstanding the preceding sentence, Capital Transaction Proceeds, Capital Contributions, and expenses incurred or liabilities of the Company repaid in connection with any Capital Transaction shall not be taken into account in computing Distributable Cash Flow for any period.

"***Effective Date***" has the meaning set forth in the preamble.

"***Fiscal Year***" means the period identified in Section 9.1 or any portion of such period to the extent necessary to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to ARTICLE 7.

"***Formation Date***" has the meaning set forth in the Recitals.

"***Gross Asset Value***" means, with respect to any asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Company and the contributing Member in a written agreement or otherwise by the Company pursuant to Section 13.7.

(b) The Gross Asset Values of all the Company assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account), as determined by the Members in accordance with Section 13.7 hereof as of the following times: (A) the acquisition of an additional Membership Interests in the Company by any new or existing Member; (B) the distribution by the Company to a Member of more than a *de minimis* amount of Property with respect to a Percentage Interest; (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); and (D) upon the withdrawal of a Member from the Company; provided that, an adjustment described in clauses (A) and (B) of this paragraph shall be made only if the Members reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Members in the Company.

(c) The Gross Asset Value of any asset of the Company distributed to a Member shall be the gross fair market value of such asset on the date of distribution as determined by the Company pursuant to Sections 8.4 and 13.7.

(d) The Gross Asset Values of the Company's assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) or 743(b) of the Code should the Company make an election under Section 754 of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations 1.704-1(b)(2)(iv)(m).

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to subsections (b) or (d) of this definition, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"Intellectual Property" Any and all tangible and intangible (a) rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patent, designs, algorithms and other industrial property rights, and (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter on force (including any rights in any of the foregoing).

"***Members***" has the meaning set forth in the preamble.

"***Member Nonrecourse Debt***" means nonrecourse indebtedness of the Company with respect to which any Member has a direct or indirect risk of loss, as more fully defined in Regulations Section 1.704-2(b)(4).

"***Member Nonrecourse Debt Minimum Gain***" means an amount, with respect to each Member Nonrecourse Debt, equal to the Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(3).

"***Member Nonrecourse Deductions***" has the same meaning as the term "partner nonrecourse deductions" set forth in Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"Membership Interest" means, other than the Preferred Interest as defined below, an ownership interest in the Company (which shall be considered personal property for all purposes), consisting of (a) an interest in Profits and Losses, specially allocated items and distributions pursuant to this Agreement, and (b) the right to vote or grant or withhold consents with respect to Company matters as provided in this Agreement or in the Act and which are issued from time to time by the Company in consideration for such Capital Contribution as the Members may determine from time to time.

"***Minimum Gain***" means and refers to, at any time, with respect to all Nonrecourse Debt of the Company, the aggregate amount of gain (of whatever character), if any, that would be realized by the Company if it disposed of (in a taxable transaction) all its property subject to such liabilities in full satisfaction thereof, and as further defined in Regulations Section 1.704-2(d).

"***Nonrecourse Debt***" means a liability (or that portion of a liability) with respect to which no Member bears the economic risk of loss as determined under Regulations Section 1.704-2(b)(3).

"***Nonrecourse Deductions***" has the meaning set forth in Regulations Section 1.704-2(b)(1).

"***Officers***" has the meaning set forth in ARTICLE 4.

"***Percentage Interest***" means a Member's overall percentage of Membership Interest of the Company as set forth in the column entitled "Percentage Interest" on Exhibit A hereto.

"***Person***" means and includes individuals, corporations, partnerships, trusts, associations, joint ventures, limited liability companies, estates and other entities, whether or not legal entities, and governments and agencies and political subdivisions thereof, whether domestic or foreign.

"Preferred Interest" has the meaning set forth in Section 5.2.

"***Presumed Tax Liability***" for any Member for a Fiscal Year means an amount equal to the product of (a) the amount of taxable income (including any tax items required to be separately stated under Section 703 of the Code allocated to such Member for that Fiscal Year pursuant to ARTICLE 7, and (b) the combined effective federal and state income tax rate, adjusted for the federal deduction for state income taxes, applicable during the Fiscal Year for computing regular ordinary income tax liabilities (without reference to minimum taxes, alternative minimum taxes, or income tax surcharges) of a natural person residing in New York, New York in the highest bracket of taxable income.

"***Profits***" and "***Losses***" means, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(a) income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss.

(b) expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as such expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv) and

not otherwise taken into account in computing Profits or Losses shall be subtracted from such taxable income or loss.

(c) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value.

(d) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (b), (c), or (d) of the definition of Gross Asset Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses.

(e) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Sections 7.2, 7.3 or 7.4 hereof shall not be taken into account in computing Profits or Losses.

(f) The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Sections 7.2, 7.3 and 7.4 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (e) above.

"***Regulations***" means the Regulations promulgated under the Code, as from time to time in effect.

"***Securities Act***" means the Securities Act of 1933, as amended.

"Transfer" means the sale, gift, mortgage, pledge, exchange, assignment or other disposition or transfer, whether by operation of law, agreement or court order.

Unless the context otherwise requires, capitalized terms used in this Agreement but not defined in this Agreement shall have the meanings given to them in the Act.

1.2 Rules of Construction. Unless the context otherwise requires, references to the plural shall include the singular and the singular shall include the plural, and the words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provisions of this Agreement. Any use of the masculine, feminine or neuter in this Agreement shall be deemed to include a reference to each other gender.

ARTICLE 2

FORMATION AND PURPOSE

2.1 Formation. On the Formation Date, the Articles of Organization was filed with the Secretary of State of the State of New York, thereby causing the Company to be formed in accordance with the Act.

2.2 Name. The name of the Company shall be **"THIRTY WEST MAIN LLC"** or such other name as the Members may designate from time to time.

2.3 Registered Agent/Office of the Company. The registered agent and office of the Company in New York shall be as set forth in the Article of Organization or such other office as the Members may determine from time to time.

2.4 Office of the Company. The Company's principal office shall be located at the address of the Real Property or at such other place or places either within or without the State of New York as the Members may from time to time determine or the business of the Company requires.

2.5 Purposes of Company. The Company was formed for the purpose of investing in and owning the Real Property and any other lawful act or activity for which a limited liability company may be formed under the Act. The Company may engage in such other activities as are necessary or appropriate for the Company to carry out these purposes.

2.6 Title to Property. All property and assets of the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in his, her or its individual name or right.

2.7 Term. The Company commenced its existence on the Formation Date and shall continue until dissolved in accordance with ARTICLE 10 of this Agreement.

ARTICLE 3

MANAGEMENT AND MEETINGS OF MEMBERS

3.1 Management and Control. Subject to ARTICLE 4 herein, the management and control of the Company and of its business and the power to act for and bind the Company shall be vested exclusively in, and all matters and questions of policy and management shall be decided solely by the Members. The Members may, from time to time, delegate to one (1) or more Persons, any such authority and duties as the Members may deem advisable. The Members shall have all the rights and powers generally necessary or convenient in connection with the management and operation of the Company and of the business of the Company, including without limitation the right to, or, as applicable, cause the Company to:

3.1.1 enter into, make and perform contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company;

3.1.2 open and maintain bank and investment accounts and arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instruction with respect to those accounts and arrangements;

3.1.3 purchase, lease, rent, or otherwise acquire or obtain the use of equipment, materials, and all other kinds and types of personal property that may in any way be deemed necessary, convenient, or advisable in connection with carrying on the business of the Company;

3.1.4 borrow money, issue evidences of indebtedness in connection therewith, refinance, increase the amount of, modify, amend, or change the terms of, or extend the time for the payment of, any indebtedness or obligation of the Company, and secure such indebtedness by mortgage, deed of trust, pledge, or other lien on Company assets;

3.1.5 pay all expenses incurred in connection with the Company;

3.1.6 sell, exchange, lease, or otherwise dispose of the Company property, or any part thereof, or any interest therein;

3.1.7 sue on, defend, or compromise any and all claims or liabilities in favor of or against the Company; submit any or all such claims or liabilities to arbitration; and confess a judgment against the Company in connection with any litigation in which the Company is involved;

3.1.8 make or revoke any election permitted the Company by any taxing authority;

3.1.9 maintain such insurance coverage for or against risks, protection and indemnity, public liability, fire, and casualty losses, and any and all other insurance necessary or appropriate to the business of the Company, including insurance in such amounts and of such types as the Members shall determine from time to time;

3.1.10 retain legal counsel, auditors, and other professionals in connection with the Company's business and to pay therefor such remuneration as the Members may deem reasonable and proper;

3.1.11 retain other services of any kind or nature in connection with the Company's business and to pay therefor such remuneration as the Members may deem reasonable and proper;

3.1.12 hire employees and/or contractors in connection with the Company's business and to pay therefor such remuneration as the Members may deem reasonable and proper;

3.1.13 make distributions of capital on behalf of the Company if such distributions do not impair the capital of the Company or the operation of the Company's business;

3.1.14 make decisions concerning accounting and other matters and Company tax returns and, in this connection, the Members may elect to treat certain items differently for financial and tax reporting purposes;

3.1.15 admit any Person as a Member of the Company and/or issue additional membership interests;

3.1.16 create and issue additional classes of membership interests; and

3.1.17 perform any and all other acts the Members may deem necessary or appropriate to the Company's business.

3.2 Meetings of the Members

3.2.1 Place of Meetings; Meetings by Telephone. Meetings of Members shall be held at any place designated by the Members. In the absence of any such designation, meetings of the Members shall be held at the principal place of business of the Company. Any meeting of the Members may be held by conference telephone or similar communication equipment so long as all Members participating in the meeting can hear one another, and all Members participating by telephone or similar communication equipment shall be deemed to be present in person at the meeting.

3.2.2 Call of Meetings. Meetings of the Members may be called at any time by any Member for the purpose of taking action upon any matter requiring the vote or authority of the Members as provided in this Agreement or upon any other matter as to which such vote or authority is deemed by the Members to be necessary or desirable.

3.3 Voting.

3.3.1 Vote by Percentage Interest. Each Member shall be entitled to the percentage vote equal to the Percentage Interest held by such Member. Except as otherwise expressly provided in this Agreement, above, all matters on which the Members may act or in respect of which the Members may vote shall require unanimous consent of the Members.

3.3.2 Action By Consent Without a Meeting. Any action to be taken by the Members at a meeting may be taken without such meeting by the unanimous written consent of the Members. Any such written consent may be executed by facsimile (or similar electronic means). Such written consents shall be filed with the minutes of the proceedings of the Members.

3.3.3 Deadlock. If at two successive meetings of the Members, the Members are unable to reach a decision by the required vote regarding a matter submitted for consideration by the Members at such meetings (a "***Deadlock***"), the Deadlock shall be mediated (the "***Mediation***") within fifteen (15) days from the date a written request for mediation is made by any Member. The Mediation shall take place in the principal office and shall be in English. The Mediation shall be conducted before a single mediator to be agreed upon by the Members. If the Members cannot agree on the mediator, each Member shall select a mediator and such mediators shall together unanimously select a neutral mediator who will conduct the mediation. Each Member shall bear the fees and expenses of its mediator and all the Members shall equally bear the fees and expenses of the final mediator. The decision of the mediator shall be final and binding on the Members.

ARTICLE 4

DELEGATION OF DUTIES

4.1 Delegation/Officers. The Members may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company and the Members may delegate to such Officers such power, authority and duties as the Members deem advisable. No Officer need be a Member. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Members or until his/her earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Members. Any Officer may be removed by the Members with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Members.

ARTICLE 5

CAPITAL MATTERS

5.1 Capital Contributions/Percentage Interest.

5.1.1 The Capital Contributions to be made by the Members shall be contributed in cash, property, services rendered, or a promissory note or other binding obligation to contribute cash or property or to perform services. Each Member's initial Capital Contributions and Percentage Interest shall be set forth in Exhibit A attached hereto.

5.1.2 The Members shall amend Exhibit A from time to time as necessary to reflect changes in the information therein set forth resulting from the admission of additional or substituted Members, the purchase or issuance of Membership Interests by the Company, the making of additional Capital Contributions or the transfer of Membership Interests, in each case as provided in this Agreement.

5.2 Additional Capital Contributions. The Members acknowledge and agree that Members may be required to make additional cash capital contributions to the Company (each, a "***Required Additional Capital Contribution***") for the purpose of funding the shortfall, if any, in Company cash flow required to pay Company basic and extraordinary operating expenses and capital improvements, repairs, and replacements. If any Member shall fail to make any Required Additional Capital Contribution required to be made by such Member on or before the Capital Contribution Date, then such failure shall be deemed to be a "Capital Default" by such Member (a "***Defaulting Member***"). In the event of a Capital Default, the other Member (a "***Non-Defaulting Member***") shall have the right to make the Required Additional Capital Contribution on behalf of the Defaulting Member. If a Non-Defaulting Member makes a Required Additional Capital Contribution on behalf of a Defaulting Member ("***Default Capital Contribution***"), the Non-Defaulting Member shall be entitled to, without further action by the Company, a non-voting preferred membership interest ("***Preferred Interest***"). The Members hereby authorize and designate, for purposes of this Section 5.2, such a Preferred Interest and agree that he Preferred Interest shall have the following rights, preferences, powers, restrictions and limitations:

5.2.1 The Preferred Interest shall be a non-voting membership interest.

5.2.2 From and after the date of issuance of the Preferred Interest ("***Issuance Date***"), cumulative dividends on such Preferred Interest shall accrue, whether or not declared by the Members and whether or not there are funds legally available for the payment of dividends, on a daily basis in arrears at the rate of ten percent (10%) *per annum* ("***Preferred Divident***") on the sum of the Default Capital Contribution plus all unpaid accrued and accumulated dividends thereon.

5.2.3 At any time, and from time to time, on or after the six (6) month anniversary of the Issuance Date, the Non-Defaulting Member holding the Preferred Interest ("***Preferred Member***") shall have the right to elect to have, out of funds legally available therefor, the Preferred Interest redeemed by the Company (a " ***Preferred Redemption***") for a price equal to the Default Capital Contribution, plus all unpaid accrued and accumulated dividends thereon, whether or not declared (the " ***Redemption Price***"). Any such Redemption shall occur not more than sixty (60) days following receipt by the Company of a written election notice (the "***Election Notice***") from the Preferred Member. The Redemption Price shall be payable in cash in immediately available funds to the Preferred Member on the closing date of the Preferred Redemption and the Company shall contribute all of its assets to the payment of the Redemption Price, and to no other corporate purpose, except to the extent prohibited by applicable New York law.

5.2.4 In the event of the occurrence of a Capital Transaction or Change of Control event and the Preferred Member, if any, has yet to redeem the Preferred Interest pursuant to Section 5.2.2 above, such Preferred Member shall be paid out of the available proceeds of such Capital Transaction or Change of Control event, before any payment shall be made to the Members with respect to their Membership Interest, an amount in cash equal to the Default Capital Contribution plus all unpaid accrued and accumulated dividends thereon.

5.2.5 In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, and the Preferred Member, if any, has yet to redeem the Preferred Interest pursuant to Section 5.2.2 above, such Preferred Member shall be paid out of the assets of the Company available for distribution to its Members, before any payment shall be made to the Members with respect to their Membership Interests, an amount in cash equal to the Default Capital Contribution plus all unpaid accrued and accumulated dividends thereon.

5.2.6 In the event of a Voluntary or Involuntary Buy-Sell involving a Member holding a Preferred Interest, and such Member has yet to redeem the Preferred Interest pursuant to Section 5.2.2 above, in addition to the Purchase Price payable to such Member for its other Membership Interest as set forth in Sections 6.4 or 6.5, such Member shall receive the Default Capital Contribution plus all unpaid accrued and accumulated dividends thereon.

5.3 Issuance of Additional Membership Interests/Admission of Member.

5.3.1 The Company may issue additional Membership Interests from time to time to existing Members or third parties upon the approval of the Members. The Capital

Contribution payable for and with respect to any additional Membership Interests shall be as determined from time to time by the Members.

5.3.2 No Person shall be issued any Membership Interests and admitted as a Member of the Company unless (a) such purchaser pays the Capital Contribution established by the Members for the issuance of such Membership Interests; and (b) such purchaser shall execute and deliver such documents and instruments as the Members may deem necessary, appropriate or advisable binding such transferee to this Agreement, including, without limitation, the Joinder Agreement, attached hereto as Exhibit B.

5.4 Capital Accounts.

5.4.1 A single, separate capital account shall be maintained for each Member in accordance with the Regulations issued under Section 704(b) of the Code (each such account, a "***Capital Account***").

5.4.2 To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's allocated share of Profits, any items in the nature of income or gain which are specially allocated pursuant to this Agreement and which would otherwise be included in the computation of Profits and Losses, and the amount of any Company liabilities assumed by such Member or which are secured by any property of the Company distributed to such Member.

5.4.3 From each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any property of the Company distributed to such Member pursuant to any provision of this Agreement, such Member's allocated share of Losses, any items in the nature of expenses or losses which are specially allocated pursuant to this Agreement and which would otherwise be included in the computation of Profits and Losses, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company (to the extent not otherwise taken into account in computing the value of the Member's Capital Contributions).

5.4.4 In determining the amount of any liability for purposes of Sections 5.4.2 and 5.4.3, there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and Regulations.

5.4.5 Upon a transfer of any Membership Interests in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Membership Interests.

5.4.6 The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event that the Members shall determine that it is prudent to modify the manner in which Capital Accounts or any debits or credits thereto are computed in order to comply with such Regulations, the Members may make such modifications, provided that such modifications are not likely to have a material effect on the amounts distributable to the Members upon the dissolution of the Company.

5.5 Revaluation of Company Property. The Capital Accounts of the Members shall be adjusted to reflect a revaluation of the Property of the Company made pursuant to the definition of Gross Asset Value and in accordance with the provisions of Section 13.7 hereof; provided that any adjustments hereunder shall be made in accordance with and to the extent provided in Regulations Section 1.704-1(b)(2)(iv)(f) and (g), and taking into account Regulation Section 1.704-1(b)(2)(iv)(h).

5.6 Return of Capital. Each Member is entitled to the return of his Capital Contribution or other moneys credited to his Capital Account only by way of distributions made pursuant to ARTICLE 8. Except as may otherwise be agreed to by the Company and a Member, no Member has the right to demand a return, either in cash or property, of the Member's Capital Contribution or other moneys credited to his Capital Account or to bring an action of partition against the Company or its property. No Members shall have any personal liability for the repayment of the capital contributed by the Members.

5.7 No Restoration of Deficit Balance. No Member shall have any obligation at any time to restore a deficit balance in its Capital Account other than as may be required by the Act.

ARTICLE 6

TRANSFERS

6.1 General Restrictions on Transfers. Except as otherwise provided in Sections 6.2, 6.4 and 6.5, no Member (or assignee or transferee of a Member's Membership Interests) shall Transfer such Member's Membership Interests, or any portion thereof, to another Person without the prior unanimous written consent of the Members. Any attempted Transfer of Membership Interests in contravention of this Agreement shall be void ab initio and have no effect whatsoever. Subject to Sections 6.6 and 6.7, in the event that the Members unanimously consent to the Transfer of Membership Interests to a third party (other than the parties set forth in Section 6.2), such third party transferee shall solely be entitled to enjoy the economic benefits, rights and obligations of the Membership Interests and shall not be entitled to vote nor participate in any other way in the management of the Company.

6.2 Permitted Transfer. Subject to Sections 6.6 and 6.7, a Member may transfer such Member's Membership Interests in the Company to an entity that is solely owned by the transferring Member and such transferee shall be entitled to enjoy all of the rights, obligations and privileges to the same extent as the transferring Member. In the event the Membership Interests owned by the Plan are distributed to Georgia Malone, the beneficiary of the Plan, as a result of the termination and/or liquidation of the Plan, or for any other reason, then Georgia Malone shall be substituted as the owner of the Membership Interests formerly owned by the Plan and shall be entitled to enjoy all of the rights, obligations and privileges to the same extent as the Plan.

6.3 Involuntary Buy-Sell Events. The occurrence of any of the following events shall be considered an "Involuntary Buy-Sell" event:

6.3.1 The death of Korangy or Malone (a "Decedent");

6.3.2 The disability of Korangy or Malone such that he or she cannot perform his or her duties and responsibilities due to physical or mental impairment or incapacity for a combined one hundred twenty (120) days within a one hundred eighty (180) consecutive day period. Any question as to the existence of a "disability" as to which such disabled Member and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to such disabled Member and the Company. If the disabled Member and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of whether or not a "disability" exists made in writing to the disabled Member and the Company shall be final and conclusive for all purposes of this Agreement; and

6.3.3 The filing of a voluntary petition by or involuntary petition against Korangy or Malone in bankruptcy, the adjudication of either as bankrupt, or an assignment by either for the benefit of the creditors.

6.4 Disposition of Membership Interests on Involuntary Buy-Sell Events.

6.4.1 In the event of an Involuntary Buy-Sell Event, the affected member ("***Affected Member***") shall be deemed to have offered for sale to the unaffected member ("***Unaffected Member***") all of the Membership Interests owned by the Affected Member on the date of the occurrence ("***Valuation Date***") of such Involuntary Buy-Sell Event ("***Affected Interests***"). The purchase price for such Affected Interests shall be eighty percent (80%) of the appraised fair market value ("***Appraised Value***") of such Affected Interests on the Valuation Date. For purposes of this Agreement, the Appraised Value of the Company shall be established on an annual basis by the independent accounting firm regularly engaged by the Company ("***Company Accountant***") in conjunction with an independent real estate appraisal firm selected by such accountant ("***Appraiser***"). The parties hereto acknowledge and agree that the Appraised Value as of the date of this Agreement is as set forth in the certificate of Appraised Value ("***Certificate***") attached hereto as Exhibit A. The parties further agree to execute a revised Certificate reflecting the then current Appraised Value on the date that is the annual anniversary thereof. If the Company fails to cause the Company Accountant to determine the Appraised Value and a Certificate, then the Company shall promptly cause the Company Accountant in consultation with the Appraiser to do so as of the Valuation Date.

6.4.2 In order to assure that all or a substantial part of the purchase price for the Affected Interests will be available in cash upon the death or disability of a Member, the Company is authorized to procure, maintain, be named as the owner of, and make application for one or more insurance policies. Each of Korangy and Malone shall cooperate fully by performing all the reasonable requirements of the insurance company(ies) providing such insurance. The Company shall pay the premiums due and payable to the insurer(s) on each of the policy(ies) so obtained and shall promptly furnish proof of such payment whenever an insured shall so request such proof. If a premium is not paid within ten (10) days after its due date, the insured, shall have the right, but not the obligation, to pay such premium and be promptly reimbursed therefor by the Company.

6.4.3 Promptly after the Decedent's death, the Company or the survivor shall proceed immediately to collect the proceeds of any life insurance policy(ies) subject to this Agreement. Upon the collection of such life insurance proceeds, the Company and/or the survivor, as applicable, shall be obligated to forthwith pay to the Decedent's estate as much of the life insurance proceeds as may be necessary to pay the purchase price for the Decedent's Affected Interests being purchased by the Company or surviving Member as the case may be, or all of such proceeds, as applicable, if the purchase price is in excess thereof. If the purchase price to be paid to the estate of the Decedent exceeds the applicable life insurance proceeds, as aforesaid, the balance of the purchase price shall be paid in accordance with Section 6.4.4 below. If the amount of such life insurance proceeds received by the Company and/or the Survivor, as applicable, exceeds the purchase price, such excess shall be retained by the applicable owner(s) of such policy(ies).

6.4.4 The Closing for the purchase of the Affected Interests under this Section 6.4 shall take place no later than sixty (60) days from the date of the Involuntary Buy-Sell Event and shall be held at the offices of the Company. The purchase price of the Affected Interests, or in the event of a death or disability, the remainder of the purchase price to the extent any insurance does not cover the entire purchase price or if the Members choose not to purchase insurance, shall be paid on the Closing Date pursuant to a promissory note (the "***Note***"). Unless otherwise agreed to by the parties, the Note shall: (a) have a repayment term of five (5) years; (b) bear interest on the unpaid principal balance at a per annum rate equal to the applicable federal rate for long term loans in effect on the Closing Date, (c) require interest and principal to be paid in consecutive monthly installments commencing one month after the Closing Date and continuing on the same day of each successive month thereafter, the maker reserving, nevertheless, the right of prepayment without penalty, premium, or fee; (d) require each such monthly installment to be applied first to the payment of interest accrued, and the balance of such installment to be applied to the reduction of the principal debt; (e) be secured by a pledge of the Affected Interests only to the extent of any unpaid principal balance, accrued interest and other amounts due under the Note; (g) contain a provision permitting the maker to offset against any amounts due thereunder any amounts owing by the payee to the Company, or if the Company is not the maker, any amounts owing by the payee to the maker; (h) provide for the acceleration of maturity upon default at the option of the holder and for fees and costs incurred by maker in connection with the enforcement or collection of amounts arising pursuant to this Note, including, without limitation, reasonable attorney's fees; (i) contain a thirty (30) day grace period, after written notice, within which to cure any default, if such default is capable of being cured; and (j) provide that no judgment may be entered thereon unless a default continues after the expiration of the grace period.

6.5 Voluntary Buy-Sell. In the event a Member desires to sell its Membership Interests ("***Voluntary Buy-Sell***"), such Member ("***Offering Member***") may offer for sale such Membership Interests ("***Offered Interests***") to the remaining Member ("***Remaining Member***"). The Remaining Member shall have the right, but not the obligation, to purchase such Offered Interests. In the event the Remaining Member chooses to purchase the Offered Interests, the purchase price of the Offered Interests, and the payment terms and closing schedule of such purchase, shall be as set forth in Sections 6.4.1 and 6.4.4 respectively. In the event the

Remaining Member chooses not to purchase the Offered Interests, the general restrictions under Section 6.1 shall apply.

6.6 Further Restriction. Anything herein to the contrary notwithstanding, no Member shall have the right to Transfer such Member's Membership Interests if such Transfer would result, directly or indirectly, in (i) the termination of the Company as a partnership for state law or federal or state tax purposes; (ii) the violation of any applicable law, including, without limitation, the Securities Act and any rules or regulations thereunder or any applicable state securities laws or any rules or regulations thereunder; (iii) the violation of any investment representation given by such Member in connection with such Member's acquisition of Membership Interests; or (iv) the violation of the terms of this Agreement.

6.7 Joinder. Any Person who becomes a transferee of a Member's Membership Interests pursuant to the provisions of ARTICLE 6 of this Agreement, shall execute and deliver such documents and instruments as the Members may deem necessary, appropriate or advisable binding such transferee to this Agreement, including, without limitation, the Joinder Agreement, attached hereto as Exhibit B.

ARTICLE 7

ALLOCATIONS

7.1 Allocation of Profit and Loss.

7.1.1 For each Fiscal Year (or portion thereof), except as otherwise provided in this Agreement, Profit and Loss (and, to the extent necessary, individual items of income, gain, loss or deduction) of the Company shall be allocated among the Members in a manner such that, after giving effect to the special allocations set forth in Section 7.2 below, the Capital Account balance of each Member, immediately after making such allocations, is, as nearly as possible, equal to (i) the Distributions that would be made to such Member pursuant to Section 10.2.1 (c) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Gross Asset Value, all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Gross Asset Value of the assets securing such liability), and the net assets of the Company were distributed, in accordance with Section 10.2.1(c) to the Members immediately after making such allocations, minus (ii) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

7.2 Regulatory Allocations. The following special allocations shall be made in the following order and priority:

7.2.1 Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(g) of the Regulations, notwithstanding any other provision of this Section 7.2, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of the Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in the Company Minimum Gain, determined in accordance with Regulations

Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(f) (6) and 1.704-2(j)(2). This Section 7.2.1 is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

7.2.2 Member Loan Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i) (4), notwithstanding any other provision of this ARTICLE 7, if there is a net decrease in Member Loan Nonrecourse Debt Minimum Gain attributable to a Member Loan Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Loan Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of the Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Loan Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i) (4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 7.2.2 is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i) (4) and shall be interpreted consistently therewith.

7.2.3 Qualified Income Offset. In the event that any Member unexpectedly receives any adjustments, allocations or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6), which create or increase a negative capital account balance for such Member for a Fiscal Year, then items of the Company income and gain (consisting of a pro rata portion of each item of the Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the negative capital account balance so created as quickly as possible. It is the intent that this Section 7.2.3 be interpreted as a "qualified income offset" and as otherwise necessary to comply with the alternate test for economic effect set forth in Regulations Section 1.704-1(b)(2)(ii)(d).

7.2.4 Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Members in the same manner that any portion of Losses attributable to such Nonrecourse Deductions would be allocated among the Members pursuant to Section 7.1 hereof as if this Section 7.2 did not apply to such Nonrecourse Deductions.

7.2.5 Member Loan Nonrecourse Deductions. Any Member Loan Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Loan Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

7.2.6 Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or Section 743(b) of the Code is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in

complete liquidation of such Member's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Regulations Section 1.704-(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

7.2.7 Section 704(c) Allocations. Any required allocation of income, deduction, loss or credit, under Section 704(c) of the Code and the Regulations thereunder, shall be made to a Member in order to reflect any built-in gain or loss with respect to such Member's actual or deemed contributions of property to the Company, including any reverse built-in gain or loss resulting from a required restatement of the Company's book capital accounts as a result, for example, of the admission of a new Member. The Members shall, as set forth in Section 7.3 hereof, have the right, in their sole discretion, to adopt any reasonable method or methods of reducing built-in gain or loss of a Member or Members through special allocations of cost recovery or other similar allowances, including gross income allocations, in order to expedite the reduction between book and tax capital account balances of such Affected Members.

7.3 Curative Allocations. The allocations set forth in Section 7.2 hereof (the "***Regulatory Allocations***") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of the Company income, gain, loss or deduction pursuant to this Section 7.3. Therefore, notwithstanding any other provision of this ARTICLE 7 (other than the Regulatory Allocations), the Members shall make such offsetting special allocations of the Company income, gain, loss or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all the Company items were allocated pursuant to Section 7.1 hereof.

7.4 Other Allocation Rules.

7.4.1 For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a an annual basis, as determined by the Members in their reasonable discretion using any permissible method under Section 706 of the Code and the Regulations thereunder.

7.4.2 The Members are aware of the income tax consequences of the allocations made by this ARTICLE 7 and hereby agree to be bound by the provisions of this ARTICLE 7 in reporting their shares of the Company income and loss for income tax purposes.

7.4.3 Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' interests in the Company profits shall be deemed to be in proportion to their respective Percentage Interest or in alternative proportions which the

Members deems appropriate to maximize consistency between Company allocations and the tax basis of the Members in their respective Company Membership Interests.

ARTICLE 8

DISTRIBUTIONS

8.1 Tax Distributions. For each Fiscal Year, the Member(s) may, at his, her or its sole discretion, not later than ninety (90) days following the end of such Fiscal Year, or in any other manner as determined by the Members from time to time, distribute to each Member, with respect to such Fiscal Year, Distributable Cash Flow in an amount equal to such Member's Presumed Tax Liability for such Fiscal Year (a "***Tax Distribution***").

8.1.1 Any amount distributed pursuant to this Section 8.1 will be deemed to be an advance distribution of amounts otherwise distributable to the Members pursuant to Section 8.2 and will reduce the amounts that would subsequently otherwise be distributable to the Members pursuant to Section 8.2 in the order set forth in Section 8.2.

8.1.2 All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts paid or distributed, as the case may be, to the Members with respect to which such amount was withheld pursuant to this Section 8.1.2 for all purposes under this Agreement and shall be treated as a Tax Distribution for the purpose of Section 8.1.1. The Company is authorized to withhold from payments and distributions, or with respect to allocations to the Members, and to pay over to any federal, state and local government or any foreign government, any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law or any foreign law, and shall allocate any such amounts to the Members with respect to which such amount was withheld.

8.2 Distributable Cash Flow. Except as otherwise provided in this Agreement, including, without limitation Section 5.2, for each Fiscal Year, Distributable Cash Flow, if any, remaining after distributions under Section 8.1 (such remaining Distributable Cash Flow being a "***Distributable Amount***"), shall be distributed as follows:

8.2.1 First, to the Preferred Member, if any, in an amount equal to the Preferred Dividend and all unpaid accrued and accumulated dividends thereon.

8.2.2 Second, to the Members in proportion to their respective Percentage Interests.

8.3 Distributions of Capital Transaction Proceeds. Subject to the remainder of this Section 8.3, Capital Transaction Proceeds shall be distributed to the Members within a reasonable time following the Capital Transaction to which the Capital Transaction Proceeds relate in the same manner and priority as set forth in Section 8.2 as though such Capital Transaction Proceeds constituted Distributable Cash Flow.

8.4 Distributions in Kind. Distributions of property of the Company may be made in cash or in kind as determined by the Members. Immediately prior to any distribution in kind, the Gross Asset Value of the property of the Company to be distributed shall be adjusted by agreement of the Members as to the correct Gross Asset Value of such property, as provided in the definition of Gross Asset Value. After such determination of the Gross Asset Value of the property of the Company to be distributed and immediately upon the distribution of such property of the Company, such property shall be deemed to have been sold for its Gross Asset Value on the date of distribution and the deemed proceeds of such constructive sale shall be deemed to constitute an amount of Distributable Cash Flow and such property shall be distributed accordingly to the Members in accordance with the order and priority set forth in Section 8.2, and such amount of constructive Distributable Cash Flow shall thereafter be deemed to have been distributed to the Members pursuant to Section 8.2 for all purposes of this Agreement.

ARTICLE 9

FINANCIAL MATTERS, BOOKS AND RECORDS

9.1 Fiscal Year. The Fiscal Year and taxable year of the Company shall be its required taxable year as determined pursuant to Section 706 of the Code.

9.2 Tax Matters.

9.2.1 Tax Information. The Company shall deliver or cause to be delivered to the Members such information as is necessary for the Members to prepare the Members' federal, state and local tax returns as they relate to the Company. The Company shall use every reasonable effort to provide such information within ninety (90) days after the end of each Fiscal Year.

9.2.2 Tax Matters Partner. The Members shall designate one Member to be the "***Tax Matters Partner***" of the Company pursuant to Section 6231(a)(7) of the Code. Any Member who is designated Tax Matters Partner shall inform each other Member of all significant tax matters that may come to its attention in its capacity as Tax Matters Partner by giving notice thereof promptly after becoming aware thereof. Any Member who is designated Tax Matters Partner may not take any action contemplated by Section 6222 through 6232 of the Code without the consent of the Members. The Tax Matters Partner shall initially be Georgia Malone, solely in her capacity as Trustee of the Plan, and not in her individual capacity.

9.2.3 Tax Elections. Except as otherwise provided herein, the Member(s) in his, her or its sole discretion may make and revoke (to the extent permitted by law) any and all elections for federal, state and local tax purposes (including, without limitation, any election to adjust the basis of the Company Property pursuant to Code Sections 754, 734(b) and 743(b), or comparable provisions of state or local law, in connection with transfers of Membership Interests and Company distributions).

9.3 Books and Records.

9.3.1 The Company's books and records, this Agreement, and all amendments thereto, and any separate articles or certificates of organization, shall be maintained at the principal office of the Company or at such other place as the Members may determine, and all such documents shall be available for inspection and examination by the Members or such Members' duly authorized representatives at reasonable times.

9.3.2 Every Member shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Company. This inspection by a Member may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

ARTICLE 10

DISSOLUTION AND LIQUIDATION

10.1 Dissolution.

10.1.1 The Company shall be dissolved upon the earliest to occur of the following (each a "***Dissolution Event***"):

(a) The determination of the Members to dissolve the Company;

(b) The entry of a decree of judicial dissolution under the Act.

10.1.2 The death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member shall not cause the dissolution of the Company, and the Company shall continue without effect.

10.1.3 Dissolution of the Company shall be effective on the day on which the event described in Section 10.1.1 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 10.2 and the Articles of Organization shall have been cancelled as provided in Section 10.2.2.

10.2 Liquidation.

10.2.1 If the Company is dissolved pursuant to Section 10.1, the Company shall be liquidated and its business and affairs wound up in accordance with the Act and the following provisions:

(a) Upon dissolution of the Company, such Person as is designated by Members (the remaining Members or such Person or Persons being hereinafter referred to as the "***Liquidator***") shall proceed to wind up the business and affairs of the Company in accordance with the requirements of the Act. A reasonable amount of time shall be allowed for the period of winding up in light of prevailing market conditions and so as to avoid undue loss in connection with any sale of Company assets. This Agreement shall remain in full force and effect during the period of winding up. The Liquidator, in carrying out the winding up of the Company's affairs

and after paying or making reasonable provision for the claims of creditors, shall have full power and authority to sell any or all of the remaining assets of the Company or to distribute the same in kind to the Members. The fair market value of any assets to be distributed in kind shall be determined by an independent appraiser selected by the Liquidator. The proportion of cash or assets in kind to be received by Members may vary from Member to Member, all as the Liquidator in its sole discretion may determine. If distributions are insufficient to return to any Member the full amount of such Member's Capital Contribution or Capital Account, such Member shall have no recourse against any other Member.

(b) As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(c) The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of applicable law:

(i) first, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) second, to the establishment of and additions to reserves that are determined by the Members in their sole discretion to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company;

(iii) third, to the Preferred Member, if any, in an amount equal to the Default Capital Contribution, to the extent it has not been redeemed prior to Liquidation, plus all accrued and unpaid dividends; and

(iv) last, to the Members in proportion to their respective Percentage Interests.

10.2.2 Upon completion of the Distribution of the assets of the Company as provided in Section 10.2.1(c)(iii) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate of Organization in the State of New York and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of New York and shall take such other actions as may be necessary to terminate the Company.

ARTICLE 11

INDEMNIFICATION

11.1 Limitation of Liability. Pursuant to the Act, no Member or Officer shall have any personal liability whatsoever in his capacity as a Member or Officer for the obligations of the Company or for any of the Company's losses beyond the amount contributed by such Member or

Officer to the capital of the Company from time to time unless such Member or Officer has acted or failed to act in a way that constitutes self-dealing or fraud. The provisions of the immediately preceding sentence shall not apply to (a) the responsibility or liability of a Member or Officer pursuant to any criminal statute or (b) the liability of a Member or Officer for the payment of taxes pursuant to federal, state or local law.

11.2 Indemnification. To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless any Member or Officer (each being referred to as an "Indemnitee") who was or is a party (other than a party plaintiff suing on his or her own behalf), or who is threatened to be made such a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Company) arising out of, or in connection with, any actual or alleged act or omission by an Indemnitee taken in such Indemnitee's capacity as a Member, Officer or by reason of the fact that the Indemnitee is or was a Member, or Officer, or is or was serving at the request of the Company as a director or Officer (or person performing similar functions) of any other entity, including, a domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, excise taxes and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with such action, suit or proceeding if the Indemnitee met the standard of conduct of (i) acting in good faith and in a manner the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company. The termination of any action or proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the Indemnitee did not act in good faith and in a manner that the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company.

11.3 Advancing Expenses. Expenses (including attorneys' fees) reasonably incurred by an Indemnitee in defending any action, suit or proceeding referred to in Section 11.2 may be paid by the Company in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified by the Company as authorized in Section 11.2.

11.4 Insurance. The Company shall have power to purchase and maintain insurance on behalf of any Person who is or was a Member or Officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust, employee benefit plan or other Person against any liability asserted against such person and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against that liability under the provisions of this Section 11.4.

11.5 Past Officers and Members. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 11.5 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Member, Officer, employee

or agent of the Company and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of that Person.

ARTICLE 12

CONFIDENTIALITY; WORK PRODUCT AND INTELLECTUAL PROPERTY

12.1 Confidential Information and Non-Disclosure.

12.1.1 Each Member acknowledges that during the term of this Agreement, such Member may have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company, the Company subsidiaries and their Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, clients, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, client lists or other business documents which the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "***Confidential Information***"). In addition, each Member acknowledge that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes performing his duties as a Member, Officer, employee, consultant or other service provider of the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during his association or employment with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

12.1.2 Nothing contained in Section 12.1 shall prevent the Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to other Members; (vi) to Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this ARTICLE 12; or (vii) to any potential permitted transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such transferee agrees to be bound by the provisions of this Section 12.1, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

12.1.3 The restrictions of Section 12.1 shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure a Member in violation of this Agreement; (ii) is or becomes available to a Member or any of its Representatives on a non-confidential basis prior to its disclosure to the receiving Member and any of its Representatives in compliance with this Agreement; or (iii) is or has been independently developed or conceived by such Member without use of Confidential Information. by a confidentiality agreement with the disclosing Member or any of its Representatives.

12.2 Work Product and Intellectual Property.

12.2.1 Each Member hereby transfers and assigns to the Company all of such Member's right, title and interest in an to any and all work product and all applicable Intellectual Property related thereto, which such Member may make for or on behalf of Company, conceive or develop while a Member of the Company, either solely or jointly with any other person or persons ("***Work Product***").

12.2.2 Each Member agrees that the Work Product and any other Intellectual Property of the Company shall be the sole and exclusive property of the Company and, to the fullest extent permitted by law, all Work Product shall be deemed works-made-for-hire. If and to the extent any of the Work Product is not deemed to be a work made for hire, each Member hereby irrevocably and unconditionally sells, conveys, assigns and transfers to the Company, without the necessity of any additional consideration to the Members, and shall cause each of the employees and any subcontractor or agent of the Member to sell, convey, assign and transfer to the Company, all right, title and interest in and to the Work Product. The Members covenant and agree to cause each of the employees and any subcontractors or agents of the Members, not to contest or challenge the Company's rights, including trademarks, service-marks, copyrights or patents in and to the Work Product. The assignment of all rights to the Company's Work Product and Intellectual Property includes any and all rights to secure any renewals or extensions of copyrights, trademarks, service-marks, or patents in the United States and elsewhere, and the right to sue for past and future infringement and to retain all proceeds there from, with no duty of accounting.

ARTICLE 13

MISCELLANEOUS

13.1 Governing Law/Arbitration. This Agreement shall be governed by the laws of the State of New York, without regard to its choice of law rules or principles that would cause the application of laws of any jurisdiction other than those of the State of New York. Any dispute, controversy or claim arising out of or relating to this Agreement (other than a "deadlock" which is subject to mediation as provided in Section 3.3.3 above) or the breach, termination, or invalidity thereof, which is not settled by agreement between the parties, shall be submitted to arbitration in accordance with the Commercial Arbitration Rules, of the American Arbitration Association ("***AAA***"). Any arbitration shall be held in New York, New York or such other location as agreed by the parties. The arbitration shall consist of three (3) arbitrators. Judgment upon the award of such arbitrators shall be final and binding on both parties, and any right of appeal therefore is hereby waived. Judgment upon the award rendered may be entered in any

court having jurisdiction, or application may be made to such court for confirmation of the award. Notwithstanding the foregoing, in the event of any actual or threatened breach or default which could give rise to irreparable harm, the non-defaulting party shall apply to the courts in the State of New York for injunctive or other equitable relief, pending the outcome of the arbitration.

13.2 Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute part of this Agreement.

13.3 Notice. All notices and other communications provided for herein shall be dated and in writing and shall be deemed to have been duly given (a) on the date of delivery, if delivered personally, by facsimile, receipt confirmed or by electronic transmission, (b) on the second following business day, if delivered by a recognized overnight courier service, or (c) three (3) days after mailing, if sent by registered or certified mail, return receipt requested, postage prepaid, in each case, to the party to whom it is directed at the following address (or at such other address as any party hereto shall hereafter specify by notice in writing to the other parties hereto):

If to the Company:

Thirty West Main LLC
at the address first stated above

with a copy to:

Harvey Katz, Esq.
Fox Rothschild LLP
100 Park Avenue, 15th Floor
New York, NY 10017
Email: hkatz@foxrothschild.com

If to any Member:

To such Member's address shown in Exhibit A or as otherwise instructed by the Members from time to time.

13.4 Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent.

13.5 Execution of Documents. Each of the Members agrees that he shall execute such instruments as may be necessary or appropriate in the determination of the Members to carry out the terms of this Agreement and the actions contemplated thereby.

13.6 Amendment. This Agreement may be amended from time to time by the Members provided, however, that such amendment does not alter, or result in the alteration of, the limited liability of the Members or the status of the Company as a partnership for Federal income tax purposes.

13.7 Valuation. Unless otherwise provided herein, any determination of fair market value for the purposes of this Agreement shall be made by the Members in good faith and in their reasonable discretion.

13.8 Entire Agreement. This Agreement represents the entire agreement between the parties in respect of its subject matter and supersedes all prior and contemporaneous agreements, and shall, except as otherwise expressly provided to the contrary, benefit and bind the executors, administrators, heirs, successors and assigns of the Members.

13.9 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.10 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

13.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.12 Advice of Legal Counsel. Each party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof. The parties hereto acknowledge and agree that the law firm of Fox Rothschild LLP has acted as counsel to Georgia Malone & Co Inc., Defined Benefit Pension Plan in the drafting of this Agreement.

13.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when there exist copies hereof which, when taken together, bear the authorized signatures of each of the parties hereto. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Limited Liability Company Operating Agreement as of the date first stated above.

COMPANY:

THIRTY WEST MAIN LLC

By: _____
Name:
Title:

MEMBERS:

GEORGIA MALONE & CO INC., DEFINED BENEFIT PENSION PLAN

By: _____
Georgia Malone, solely in her capacity as Trustee, and not in her individual capacity.

AMIR KORANGY

_____

EXHIBIT A

Member	Initial Capital Contribution	Membership Interest
Georgia Malone & Co. Inc., Defined Benefit Pension Plan 147 East 61st Street #1 New York, New York 10065	$700,000	50%
Amir Korangy 158 West 29th Street, 4th Floor New York, New York 10001	$700,000	50%

EXHIBIT B

JOINDER TO OPERATING AGREEMENT
THIRTY WEST MAIN LLC

By affixing his, her or its, as applicable, signature hereto, the undersigned hereby joins in the execution of the Limited Liability Company Operating Agreement (the "***Operating Agreement***") of THIRTY WEST MAIN LLC, a New York limited liability company (the "***Company***"), dated as of December 9, 2013, as amended from time to time, and as executed by its other Members (as defined in the Operating Agreement). Upon acceptance of this Joinder by the Company, the undersigned shall be a party to the Operating Agreement and shall be a Member.

The execution of this Joinder shall be a counterpart execution of the Operating Agreement, and the undersigned agrees to be bound by all the terms thereof as though he, she or it, as applicable, were an original party thereto.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of this ____ day of _____, 20___

MEMBER:

_____

ACCEPTED BY:

THIRTY WEST MAIN LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Limited Liability Company Operating Agreement as of the date first stated above.

COMPANY:

THIRTY WEST MAIN LLC

By: _____
Name: Georgia Malone,
Title: Solely in her capacity as Trustee

MEMBERS:

GEORGIA MALONE & CO INC., DEFINED BENEFIT PENSION PLAN

By: _____
Georgia Malone, solely in her capacity as Trustee, and not in her individual capacity.

AMIR KORANGY