AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF

ARCH PROPERTY HOLDINGS I LLC

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "Agreement"), dated as of July 9, 2020, by and among 608941 NJ INC., a New Jersey corporation (together with its permitted successors and assigns, the "Class A Member"), JJ ARCH LLC, a New York limited liability company (together with its permitted successors and assigns, the "Class B Member"), and each of the other individuals signatory hereto, if any (the "Class C Members").

WHEREAS, the Class A Member, Class B Member, and Class C Members (the "Members") previously entered into that certain Limited Liability Company Agreement of Arch Property Holdings I LLC (the "Original Agreement");

WHEREAS, the Members desire to amend and restate the Original Agreement in its entirety as provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto amend and restate the Original Agreement as follows:

ARTICLE I

CERTAIN DEFINITIONS

1.1. Certain Defined Terms. As used in this Agreement, in addition to the terms defined elsewhere herein, the following terms have the meanings specified below:

"Act" shall have the meaning set forth in Section 2.1.

"Affiliate" of, or a Person "affiliated" with, a specified Person, means a Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the person or entity specified.

"Agreement" shall have the meaning set forth in the Preamble.

"Bankruptcy Action" means, with respect to any Person, if such Person (a) makes an assignment for the benefit of creditors, (b) files a voluntary petition in bankruptcy, (c) is adjudged bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (d) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, (e) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, (f) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties, or (g) if within one hundred twenty (120) days after the commencement of any proceeding against the Person seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, the proceeding has not been dismissed, or if within one hundred twenty (120) days after the

appointment without such Person's consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within one hundred twenty (120) days after the expiration of any such stay, the appointment is not vacated. The foregoing definition is intended to replace and shall supersede and replace the definition of "bankruptcy" set forth in Sections 18-101(1) and 18-304 of the Bankruptcy Act.

"BB Act" shall have the meaning set forth in Section 9.5.

"Business Day" means any day other than Saturday, Sunday, any day that is a legal holiday in the State of New York, or any other day on which the banking institutions in New York are authorized to close.

"Capital Account" shall have the meaning set forth in Section 4.1.

"Capital Contribution" means any contribution made by a Member to the capital of the Company in accordance with this Agreement.

"Cash Flow" shall mean, for any period for which Cash Flow is being calculated, gross cash receipts of the Company (but excluding Capital Contributions), less the following payments and expenditures (i) all payments of operating expenses of the Company, (ii) all payments of principal of, interest on and any other amounts due with respect to indebtedness (including, without limitation, Reserves) or other commitments or obligations of the Company (including loans by Members to the Company), and (iii) Reserves. The Company shall separately account for, and maintain separate accounts for, Cash Flow attributable to cash receipts of each Investment Entity.

"Certificate of Formation" means that certain Certificate of Formation of the Company, dated and filed with the Secretary of State of the State of Delaware on February 26, 2018.

"Class A Member" shall have the meaning set forth in the Preamble.

"Class A Percentage" means the percentage equal to (i) the number of Class A Units outstanding divided by (ii) the sum of the number of Class A Units, the Class B Units outstanding and the Class C Units outstanding

"Class A Units" means an interest in the Company classified as a Class A Unit hereunder.

"Class B Member" shall have the meaning set forth in the Preamble.

"Class B Percentage" means the percentage equal to (i) the number of Class B Units outstanding divided by (ii) the sum of the number of Class B Units outstanding and the Class C Units outstanding

"Class B Units" means an interest in the Company classified as a Class B Unit hereunder.

"Class C Members" shall have the meaning set forth in the Preamble.

"Class C Series" shall have the meaning set forth in Section 2.8(b).

"Class C Percentage" means the percentage equal to (i) the number of Class C Units outstanding divided by (ii) the sum of the number of Class B Units outstanding and the Class C Units outstanding

"Class C Units" means an interest in the Company classified as a Class C Unit hereunder.

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

"Company" means the limited liability company formed pursuant to the Certificate of Formation and governed by the terms of this Agreement.

"Company Property" means all properties and assets that the Company may own or otherwise have an interest in, directly or indirectly, (to the extent of such interest) from time to time.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, which power may be subject to "major decision" approval rights in favor of a third party, whether such power is through the ownership of securities, by contract or otherwise.

"Dissolution Event" shall have the meaning set forth in Section 8.1.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Fiscal Year" shall be as set forth in Section 9.1.

"Gross Asset Value" shall mean, with respect to any asset, the asset's adjusted basis for Federal income tax purposes, except as follows:

(i) Subject to the final sentence of this definition, 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.

(ii) The Gross Asset Value of all Company Property shall be adjusted to equal their respective gross fair market values as of the following times: (a) the acquisition of additional Units by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for a Unit; and (c) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Class B Member reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company Property distributed to any Member shall be adjusted to equal the gross fair market value of such Company Property on the date of distribution; and

(iv) The Gross Asset Value of Company Property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such Company Property pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and clause (vi) of the definition of Net Profits and Net Losses herein; provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (iv) to the extent the Class B Member determines that an adjustment pursuant to clause (ii) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to clauses (i), (ii) or (iv) hereof, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Net Profits or Net Losses.

"Hurdle Amount" shall mean, with respect to each Class C Unit, an amount equal to the fair market value of the Company's interest in the applicable Investment Entity on the date such Class C Unit is issued by the Company. The determination of the fair market value of the Company's interest in the applicable Investment Entity for purposes of a Class C Unit's Hurdle Amount will be made by the Plan Administrator and shall be specifically set forth in the Restricted Unit Agreement evidencing each Profit Interest Award.

"Indemnifying Member" shall have the meaning set forth in Section 10.1.1.

"Indemnitee" shall have the meaning set forth in Section 10.1.2.

"Investment Entity" means each of the Persons set forth on Schedule A hereto, as such Schedule may be amended from time to time.

"Investment Entity Agreement" means, with respect to each Investment Entity, the Limited Liability Company Agreement of such Investment Entity, as the same may be amended, modified, supplemented or restated from time to time.

"Joinder Agreement" shall have the meaning set forth in Section 7.4(b).

"Liquidating Agent" shall have the meaning set forth in Section 8.3.1.

"Members" shall have the meaning set forth in the Recitals.

"Net Profits and Net Losses" shall mean, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such Fiscal Year, 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 (without duplication):

(i) Any income of the Company that is exempt from Federal income tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Code Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Treasury Regulations, and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition, shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company Property is adjusted in the manner set forth in the definition of "Gross Asset Value" herein, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits or Net Losses;

(iv) Gain or loss resulting from any disposition of 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;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account depreciation based on the Gross Asset Value of the assets for such fiscal year or other period, computed in accordance with the definition thereof;

(vi) To the extent an adjustment to the adjusted tax basis of any Company Property pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's Units, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the Company Property) or loss (if the adjustment decreases the basis of the Company Property) from the disposition of the Company Property and shall be taken into account for the purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provisions of this definition, any items which are specially allocated pursuant to Section 5.1(b) shall not be taken into account in computing Net Profits or Net Losses.

The Company shall separately account for, and maintain separate accounts for Net Profits or Net Losses attributable to each Investment Entity.

"OFAC List" means the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury and/or any other similar list maintained by the Office of Foreign Assets Control pursuant to any authorizing statute, executive order or regulation.

"Partnership Representative" shall have the meaning set forth in Section 9.5.

"Permitted Transfers" shall have the meaning set forth in Section 7.2.

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, a limited liability company, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

"Plan Administrator" shall mean the administrator of the Profit Interest Plan (initially, the Class B Member).

"Profit Interest Award" shall mean the grant by the Company of Class C Units under the Profit Interest Plan to an eligible employee, officer and consultant of the Company, the Investment Entities or their respective Affiliates.

"Profit Interest Plan" shall mean the Company's 2018 Profit Interest Equity Plan pursuant to which the Company has reserved Class C Units for future issuance to key employees, executives, officers and consultants of the Company, the Investment Entities or their respective Affiliates.

"Prohibited Person" means any Person identified on the OFAC List or any other Person with whom a U.S. Person may not conduct business or transactions by prohibition of Federal law or Executive Order of the President of the United States of America.

"Regulations" means the income tax regulations promulgated under the Code.

"Reserves" means, as the context may require, (a) the amount of any escrows or reserves required to be held and maintained pursuant to a loan to which the Company or an Investment Entity is a party, and/or (b) the amount of any escrows or reserves held by the Company as determined by Class B Member; provided that, unless required under a loan, the Company shall not hold reserves less than $5,000 without Class A Member's consent, not to be unreasonably withheld, conditioned or delayed. The Company shall separately account for, and maintain separate accounts for Reserves attributable to each Investment Entity.

"Restricted Unit Agreement" shall mean an agreement, the form of which shall be approved by the Plan Administrator, that is entered into by the Company and the recipient of a Profit Interest Award pursuant to the terms of the Profit Interest Plan.

"Transfer" means, with respect to any Units, a sale, exchange, transfer, conveyance, assignment, pledge, hypothecation, encumbrance, abandonment or other disposition of all or any portion of such Units, directly or indirectly, including a sale, exchange, transfer, conveyance, assignment, pledge, hypothecation, encumbrance, abandonment or other disposition of, or issuance of an additional equity interest in, all or any portion of the equity of (A) the Member that owns such Units or (B) any direct or indirect beneficial owner of such Member.

"Transferring Member" shall have the meaning set forth in Section 7.2.

"Units" means collectively or individually, as the context requires, Class A Units, Class B Units and/or Class C Units.

ARTICLE II

ESTABLISHMENT OF THE COMPANY

2.1. Formation of the Company. The Members desire to continue the existence of the Company under the Delaware Limited Liability Company Act, as amended (the "Act") and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided in this Agreement. Upon the execution of this Agreement, the Members shall be members of the Company.

2.2. Company Name. The business of the Company shall be conducted under the name of "Arch Property Holdings LLC"; provided, however, that, subject to all applicable laws, the business of the Company may be conducted under any other name or names deemed necessary or advisable by Class B Member, as long as such name does not include or incorporate all or any part of the name of any Members or their respective Affiliates. In this regard, Class B Member shall file, or cause to be filed, all such fictitious name or similar filings as may be appropriate from time to time.

2.3. Purposes. The Members hereby agree that the Company is to be organized for the benefit of each Member, for the following purposes: (i) to hold an interest in each Investment Entity; (ii) make, enter into, perform and carry out any arrangements, contracts or agreements relating to the foregoing; and (iii) do any and all things necessary or incidental to any of the foregoing to carry out and further the business of the Company as contemplated by this Agreement.

2.4. Principal Place of Business and Address. The principal place of business of the Company shall be located at such place as Class B Member may from time to time designate. Class B Member shall provide written notice of the Company's principal place of business to the Members promptly after a change in the Company's principal place of business. The Company may maintain offices and other facilities from time to time at such other locations as may be deemed necessary or advisable by Class B Member.

2.5. Term. The existence of the Company commenced as of the date of the filing of the Certificate of Formation of the Company with the Secretary of State of the State of Delaware and shall continue until terminated or dissolved under the provisions of this Agreement.

2.6. Agent for Service and Registered Office. The agent for service of process upon the Company shall be as set forth in the Certificate of Formation, or such other agent as may be designated from time to time by Class B Member. The registered office of the Company in the State of Delaware shall be in care of such agent for service of process or such other address as may be designated from time to time by Class B Member; provided, that the Company shall at all times maintain a registered agent and a registered office in the state of Delaware.

2.7. Admission of Members. Each of Class A Member, Class B Member and the Class C Members are hereby admitted to the Company as Members holding the respective number and class of Units as set forth on (i) Schedule A with respect to Class A Units and Class B Units and (ii) Schedule B with respect to Class C Units. Except as expressly permitted by Section 2.8 or other provisions of this Agreement, no other Person shall be admitted as a member or manager

of the Company and no other Person has the right to take part in the ownership or management of the Company.

2.8. Class C Units.

(a) The Members hereby acknowledge and agree that the Company has reserved 20,000 Class C Units under the terms of the Profit Interest Plan, which number of Class C Units may be adjusted in accordance with the terms of the Profit Interest Plan, for future issuances to certain key employees, executives, officers and consultants of the Company, the Investment Entities or their respective Affiliates. The issuances of the Class C Units under the Profit Interest Plan shall be made at the discretion of the Plan Administrator and may be made with or without cash consideration and on such other terms and conditions, as the Plan Administrator shall determine, provided that each Profit Interest Award shall be evidenced by a Restricted Unit Agreement that will be entered into by the Company and the recipient of the Profit Interest Award. In addition to a Restricted Unit Agreement, each individual receiving Class C Units under the Profit Interest Plan shall be obligated, as a precondition to the receipt of such Class C Units, to execute a Joinder Agreement (as defined in Section 7.4(b)) whereby such recipient shall agree to become a party to this Agreement. In the event that any Class C Units that are issued under the Profit Interest Plan expire, are canceled, terminated, repurchased or forfeited in any manner, such Class C Units shall again be available for issuance by the Plan Administrator under the Profit Interest Plan, as provided in Section 4 of the Profit Interest Plan.

(b) The Company shall maintain a separate series of Class C Units with respect to its interest in each of the Investment Entities (each such series, a "Class C Series"). Each of the Class C Series, together with the Investment Entity applicable to such Class C Series and the Class C Members applicable to such Class C Series are set forth on Schedule C attached hereto, as such Schedule may be amended from time to time. The Company shall separately account for, and maintain separate accounts for Reserves, Cash Flow, Net Profits or Net Losses and Capital Accounts, in each case, attributable to each Investment Entity.

2.9. Limitation on Liability. Except as otherwise expressly provided in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company, solely by reason of being a Member of the Company.

ARTICLE III

CAPITAL CONTRIBUTIONS

3.1. Initial Capital Contributions. On the date hereof, the Class A Member and Class B Member shall each make an initial Capital Contribution to the Company in the amount of $[5,000].

3.2. Additional Capital Contributions. If, at any time or from time to time, Class A Member and Class B Member determine that additional funds are required by the Company to meet its general and administrative expenses, Class A Member and Class B Member shall be obligated to make an additional Capital Contribution to the Company in immediately available

funds within five (5) Business Days of such determination equal to one half of the required additional funds.

3.3. No Interest. Except as agreed between the Members and the Company or as expressly set forth in this Agreement, no interest will be paid by the Company (a) on any Capital Contribution made by such Member, (b) on the balance of any Capital Account of such Member or (c) on any advance to the Company from such Member.

3.4. Return of Capital. No Member shall have the right to demand or to receive the return of all or any part of its contributions to the capital of the Company. In addition, no Member has the right to demand or to receive property other than cash in return for its contributions to the capital of the Company and, except as provided in this Agreement, no Member shall have any priority over any other Member as to the return of the Capital Contributions of such Member or the balance in such Member's Capital Account.

3.5. No Personal Liability. Except as otherwise expressly provided in this Agreement no Member shall be personally liable for the return of any Capital Contributions of, or loans made by, the Members or any portion thereof and the return of Capital Contributions and repayment of such loans by the Members shall be made solely from the Company Property. No Member shall be personally liable for the payment or performance of the debts and other obligations of the Company, except to the extent such Member expressly agrees otherwise.

ARTICLE IV

CAPITAL ACCOUNTS

4.1. Capital Accounts. A capital account ("Capital Account") shall be maintained for each Member which shall be computed from the date of the initial formation of the Company and which shall be equal to the Capital Contributions of each Member increased by each Member's allocable share of Net Profit and decreased by the aggregate for such Member of (x) distributions made to such Member and (y) such Member's allocable share of Net Loss. The Capital Account of a Member shall be maintained and adjusted in accordance with the accounting principles on which the Company's books of account are kept and tax returns prepared. The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the Regulations promulgated under Article 704 of the Code and shall be interpreted and applied in a manner consistent with such Regulations. The Company shall separately account for, and maintain separate sub-accounts for Capital Accounts attributable to each Investment Entity.

4.2. Negative Capital Accounts. No Member shall be required to return or repay a negative balance in its Capital Account or an obligation to contribute additional capital to the Company to restore a negative Capital Account.

4.3. Transfers. If any Units are transferred 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 Units.

4.4. Capital Account Balance. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account balance of any Member, the Capital Account balance of such Member shall be determined after giving effect to all allocations pursuant to Section 5.1 and all contributions and distributions made prior to the time as of which such determination is to be made.

ARTICLE V

ALLOCATIONS AND DISTRIBUTIONS

5.1. Allocations of Net Profit and Net Loss. (a) Except as otherwise provided in this Code and Treasury Regulations promulgated thereunder, Net Profit and Net 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 the Capital Account of each Member, as increased by the amount of such Member's share of "partnership minimum gain" (as defined in Treasury Regulations Section 1.704-2(d)) and the amount of such Member's share of "partner non-course debt minimum gain" (within the meaning of Treasury Regulations Section 1.704-2(i)), immediately after making such allocation, is as nearly as possible equal (proportionately) to the distributions that would be made to such Member pursuant to Section 8.3.3 if the Company were dissolved, its affairs wound up and the Company Property sold for an amount equal to their respective book values, all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the book value of the Company Property securing such liability), and the remaining cash was distributed in accordance with the priority contemplated by Section 8.3.3.

(b) Although the Members do not anticipate that events will arise that will require application of this Section 5.1(b), provisions governing the allocation of income, gain, loss, deduction and credit (and items thereof) are included in this Agreement as may be necessary to provide that the Company's allocation provisions contain a so-called "Qualified Income Offset" and comply with all provisions relating to the allocation of so-called "Non-recourse Deductions" and "Partner Non-recourse Deductions" and the chargeback thereof as set forth in the Regulations under Section 704(b) of the Code.

(c) Any item of taxable income, gain, loss or deduction of the Company (as well as any credits or the basis of property to which such credits apply) as determined for federal income tax purposes shall be allocated in the same manner as the corresponding income, gain, loss, or deduction is allocated under Section 5.1(a). Allocations pursuant to this Section 5.1(c) are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any provision of this Agreement

5.2. Distributions of Cash Flow. Cash Flow, if any, shall be distributed to the Members quarterly or more frequently from time to time as determined by Class B Member in the following order of priority:

(i) First, to Class A Member and Class B Member pro rata based on their respective Capital Contributions until they have received an aggregate amount equal to their respective Capital Contributions together with a 4% per annum return thereon; and

(ii) Second, to the Class C Members holding Class C Units in the Class C Series attributable to the applicable Investment Entity pro rata to the extent such amount was distributed to the Company pursuant to Section 6.3(vi) of the applicable Investment Entity Agreement;

(iii) Third, to the Class A Member in an amount equal to (x) the balance plus the amount distributed pursuant to clause (ii) multiplied by (y) the Class A Percentage;

(iv) Thereafter, to the Class B Member.

; provided that, notwithstanding the distributions set forth in this Section 5.2), a Class C Member shall not be entitled to receive any distributions from the Company with respect to the applicable Class C Series until such time as the aggregate amount of distributions from the applicable Investment Entity that are made to the Members under this Section 5.2 (calculated from and after the date of issuance of such applicable Class C Units) exceeds the Hurdle Amount with respect to such Class C Series. Any distributions that are not payable to a Class C Member by virtue of the requirement set forth in this proviso above shall be payable to the Class B Member and other Class C Members who are entitled to receive such distributions in accordance with the principles of this Section 5.2 (it being understood that, in such event, the distributions set forth in this Section 5.2(ii) and (iii) shall be recalculated by disregarding the Class C Units of the applicable Class C Series whose Hurdle Amount is not met).

5.3. Distributions Restricted by the Act. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any payment, distribution or redemption to any Member on account of its Units if such payment, distribution or redemption would violate the Act or any other applicable law.

ARTICLE VI

MANAGEMENT AND OPERATIONS

6.1. Management.

6.1.1. The business, affairs and assets of the Company (including the Company Property) shall be managed, arranged and caused to be coordinated by Class B Member, who shall have, except as otherwise provided in this Agreement (including, but not limited to, in Section 6.1.3), full, exclusive and complete discretion with respect thereto. Subject to and in accordance with the provisions of this Agreement, Class B Member shall have all necessary and appropriate powers to carry out the purposes of the Company set forth in Section 2.3. Except as otherwise provided in this Agreement, Class B Member shall have the unilateral power and authority acting in good faith to make and implement all decisions with respect to all matters which the Company has the authority to perform.

6.1.2. Except as otherwise provided in this Agreement, no Class C Member shall participate in the management or control of the Company or have any right to approve, vote on or otherwise consent to any matter relating to the business, affairs or assets of the Company (including the Company Property). Unless authorized in writing to do so by this Agreement or by Class B Member, no Member, attorney-in-fact, employee or other agent of the

Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

6.1.3. Notwithstanding anything to the contrary contained in this Agreement, if Class B Member desires to cause the Company or an Investment Entity to take any of the following decisions or actions, Class B Member shall provide written notice thereof to Class A Member with such additional information as the Class A Member may reasonably request. Any such decision shall be undertaken only with the prior written consent of Class A Member, which consent shall be deemed granted by a Member if such Member fails to object to such action within fifteen (15) days of Class B Member's written request therefor:

(i) acquire any direct or indirect interests in any real property;

(ii) file, acquiesce to, consent to or take of any Bankruptcy Action;

(iii) sell any Company Property or any portion thereof other than any Company Property that is no longer required for the operation of the Company or any other Company Property or any obsolete personal property;

(iv) merge, consolidate or other reorganize the Company with another Person;

(v) borrow or raise monies, or utilize any other forms of leverage and issue, accept, endorse and execute promissory notes, drafts, lending agreements, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness;

(vi) possess, lend, transfer, mortgage, pledge or otherwise deal in, and secure the payment of obligations of the Company (excluding from Class B Member and its Affiliates) by mortgage upon, or hypothecation or pledge of, all or part of a Company Property, and to execute such pledge and security agreements in connection with such pledge, or participate in arrangements with creditors, institute and settle or compromise claims, suits and administrative proceedings and other similar matters;

(vii) enter into any lease for space at a Company Property of more than 10% of the rentable area of such Company Property;

(viii) engage in any business or activity not authorized by this Agreement;

(ix) enter into any agreement requiring the expenditure of more than $5,000 per annum;

(x) enter into any agreement with Class B Member and/or any Affiliate thereof, on the one hand, and the Company on the other hand; except as provided in Section 6.3 and for transactions where the compensation paid to Class B Member or any

such Affiliate shall be at market rates charged by comparable unaffiliated service providers of at least equal qualification and experience in arms-length transactions;

(xi) incur any expense other than in the ordinary course of business; and

(xii) enter into any amendment or modification to this Agreement except as otherwise expressly permitted in this Agreement.

6.2. Services of the Members. The Members shall devote such time and effort to the business of the Company as shall reasonably be necessary to promote adequately the interests of the Company and the mutual interests of the Members; provided, however, it is specifically understood and agreed that no Member nor their respective Affiliates shall be required to devote full time to the business of the Company.

6.3. Legal Title to Company Property. Legal title to the Company Property, shall be held in the name of the Company or the applicable Investment Entity.

6.4. Other Activities of Members. Neither this Agreement nor any activity undertaken on behalf of the Company shall prevent any of the Members or any of the Affiliates of the Members, or any Person owning any direct or indirect interest in a Member, individually or jointly with others, from engaging in any other activities or businesses or from making investments, whether or not those activities, businesses or investments are similar in nature to, or may be competitive with, the business of the Company. Neither the Members nor their Affiliates shall have any obligation to account to the Company or to one another for any profits or other benefits derived from other activities, businesses or investments. The Members and their respective Affiliates shall not be obligated to present to the Company or each other any particular investment opportunity, regardless of whether such opportunity is of such character that the Company or any of them could take it if such opportunity were presented to the Company or any of them, and the Members or their Affiliates shall have the right to take for their own accounts, or to recommend to others, any such investment opportunity.

ARTICLE VII

TRANSFER OF UNITS

7.1. Restrictions on Transfers of Units. No Member shall Transfer all or any portion of its Units, and each Member shall cause its direct or indirect beneficial owners not to make such a Transfer (nor shall such Member suffer to exist any such Transfer), unless such Transfer is permitted under this Article VII and until all requirements and conditions stated in this Article VII, which shall be read and construed as a whole, have been satisfied in full or have been waived by the non-transferring Member. To the fullest extent permitted under applicable law, any Transfer in violation of this Article VII shall be invalid, ineffective and not enforceable for any purpose, shall be *void ab initio* as to the Transfer of Units that would cause such violation, and the intended transferee shall acquire no rights in such Units. No authorization, consent or waiver applicable to one Transfer shall apply or be deemed to apply to any other Transfer or requested Transfer.

7.2. Permitted Transfers. Notwithstanding Section 7.1, but subject to the applicable provisions of terms of any loan to an Investment Entity, the Company or any Person in which an Investment Entity or the Company holds a direct or indirect interest, a Member may Transfer (such Member, a "Transferring Member"), directly or indirectly, all or a portion of such Member's Units, without the consent of the Company or any other Member, as follows ("Permitted Transfers"); provided that no Transfer of Class C Units can be made unless such Transfer is in compliance with the Profit Interest Plan and a Class C Member's Restricted Unit Agreement:

(i) Transfers of Units to another Member;

(ii) Transfers of direct or indirect interests held by an individual in a Member upon the death of such individual;

(iii) Transfers by a Member of up to 49% such Member's Units as of the date hereof to, or for the benefit of, a direct lineal descendant of the Transferring Member by inter-vivos gift, testamentary disposition or intestate succession, whether outright or in trust; provided, that in the event such Transfer is made in trust then at least one trustee of such trust shall be such Transferring Member or a direct lineal descendant of such Transferring Member making the Transfer, and such trustee, shall have the sole and exclusive voting, investment and management powers with respect to any Units that make up all or any part of the corpus of such trust and the trust agreement for such trust provides that no Units which are held in trust may be distributed to a Person other than a direct lineal descendant of the Transferring Member. If such a direct lineal descendant is below the age of twenty-one (21) years or a person who has been adjudged to be insane or incompetent, such Transfer shall only be a Permitted Transfer if such person's right, title and interest in and to the transferred Units are held in a trust by a trustee for the benefit of such transferee reasonably acceptable to the Class B Member (in its sole discretion), which trustee shall have the sole and exclusive voting, investment and management powers with respect to any Units that make up all or any part of the corpus of such trust and the trust agreement for such trust provides that no Units which are held in trust may be distributed to a Person other than a Direct Lineal Descendant of the Transferring Member;

(iv) Transfers by a Member of up to 49% of such Member's Units as of the date hereof to a trust for the benefit of a spouse of the Transferring Member; provided, that at least one trustee of such trust shall be a Direct Lineal Descendent of the Transferring Member or a Transferring Member, and such Transferring Member or descendent, as trustee, shall have the sole and exclusive voting, investment and management powers with respect to any Units of the Company which make up all or part of the corpus of such trust and the trust agreement for such trust provides that no Units which are held in such trust may be distributed to a Person other than a spouse or Direct Lineal Descendent of the Transferring Member; and

(v) Transfers by the Class A Member or Class B Member of up to 49% of such Member's Units as of the date hereof to any indirect ownership interest in any Member, so long as following such Transfer, except in the event of death or incapacity, (x) in the case of Class A Member, Michael Wiener, William Wiener or Kevin Wiener continues to Control Class A Member or (y) in the case of Class B Member, Jeffrey Simpson or Jared Chassen continues to be in Control of Class B Member.

(vi) Transfers of Units that are approved by the Class A Member and the Class B Member.

7.3. Additional Restrictions. Notwithstanding the foregoing, any Transfer by a Member (including, for the avoidance of doubt, any direct or indirect Transfer of any interest in such Member) shall not be permitted, and if purported to be effected, shall be null and voi*d ab initio* if:

(i) it would violate any financing documents to which the Company or an Investment Entity, or any subsidiary thereof is bound;

(ii) it would result in the Company or any Member having to register under the Securities Exchange Act of 1934, as amended, the Investment Company Act of 1940, as amended, or any other federal, state or local securities laws;

(iii) it would violate any applicable federal, state or local laws, including the Securities Act of 1933, as amended, and any other securities laws;

(iv) the transferee is a Prohibited Person;

(v) as a result of such Transfer the aggregate value of the interest in the Company held by "benefit plan investors" (within the meaning of Section 3(42) of ERISA), is "significant" (as such terms are defined in U.S. Department of Labor Regulation 29 C.F.R. 2510.3-101(f)(2)) with the result that the Company Property would be deemed to be "plan assets" for purposes of ERISA;

(vi) in the opinion of counsel to the Company, there is material risk that such Transfer would cause the Company to be treated as a "publicly traded partnership" within the meaning of Code Section 7704 and the regulations promulgated thereunder; or

(vii) such transfer requires a filing with of the Delaware Attorney General and such filing is not submitted.

7.4. Substitute Members. No assignee of all or part of a Member's Unit shall become a substitute Member in place of the assignor Member unless and until:

(a) The Transfer complies with the provisions of this Article VII;

(b) The assignee has executed an instrument accepting and adopting the terms and provisions of this Agreement as a Member (a "Joinder Agreement"), and agrees in such Joinder Agreement that the assigned rights remain subject to all of the terms and conditions of this Agreement and may not be further Transferred except in compliance with this Agreement; and

(c) The assignor or assignee has paid all reasonable expenses of the Company in connection with the admission of the assignee as a substitute Member.

Upon satisfaction of all of the foregoing conditions with respect to a particular assignee, the Company shall cause this Agreement to be duly amended to reflect the admission of the assignee as a substitute Member.

7.5. Effect of Admission as a Substitute Member. Unless and until admitted as a substitute Member pursuant to Section 7.4, a permitted assignee of all or a part of a Member's Unit shall not be entitled to exercise any of the rights or powers of a Member in the Company (all of which shall remain with the assignor Member), including, without limitation, the right to vote, grant approvals or give consents with respect to such Unit, the right to require any information or accounting of the Company's business or the right to inspect the Company's books and records. Such permitted assignee shall only be entitled to receive, to the extent of the Unit transferred to such permitted assignee, the distributions to which the assignor would be entitled. A permitted assignee who has become a substitute Member has, to the extent of the Unit transferred to such permitted assignee, all the rights and powers of the Person for whom he is substituted as the Member and is subject to the restrictions and liabilities of a Member under this Agreement and the Act. Upon admission of a permitted assignee as a substitute Member, the assignor of the applicable Units so acquired by the Substitute Member shall cease to be a Member of the Company to the extent of such Units so transferred. A Person shall not cease to be a Member upon assignment of all of such Member's Units unless and until the assignee(s) becomes a substitute Member.

7.6. Withdrawal, Retirement or Resignation of a Member. No Member shall have the right or power, and no Member shall attempt, to withdraw, resign or retire from the Company prior to the specific date set forth in the Certificate of Formation for the expiration of the term of the Company (if any) or as otherwise specifically set forth in this Agreement. Any act or purported act of a Member in violation of this Section 7.6 shall be null and void and of no effect. If a Member exercises any non-waivable statutory right to withdraw from the Company, such withdrawal shall be a default or breach by the Member of its obligations under this Agreement and the Company may recover from such Member any damages incurred by the Company as a result of such withdrawal and offset the damages against any amounts payable to such Member under the Act, the Certificate of Formation or this Agreement.

ARTICLE VIII

DISSOLUTION AND LIQUIDATION

8.1. Dissolution. This Agreement will terminate and the Company will be dissolved upon the occurrence of any of the following events (each, a "Dissolution Event"):

8.1.1. Upon the election to dissolve by Class A Member and Class B Member; or

8.1.2. Upon the disposition of all or substantially all of the Company Property, and the discontinuance of its business activities, other than activities in the nature of winding up.

Upon the occurrence of a Dissolution Event, the business of the Company shall be wound up as provided in this Article VIII unless Class A Member and Class B Member otherwise unanimously agree.

8.2. Statement of Intent to Dissolve. In accordance with the Act, as soon as possible following the occurrence and continuance of a Dissolution Event, the Liquidating Agent will cause to be executed and filed a statement of intent to dissolve the Company in such form as is prescribed by the State of Delaware.

8.3. Procedures.

8.3.1. Liquidation of Assets. In the event of the dissolution of the Company, Class B Member or the Person required by law to wind up the Company's affairs (such Member or other person being referred to herein as the "Liquidating Agent") will commence to wind up the affairs of the Company and liquidate the Company Property as promptly as is consistent with obtaining the fair value thereof. In connection with any such winding up and liquidation, a financial statement of the Company as of the date of dissolution will be prepared and furnished to all the Members by the Liquidating Agent.

8.3.2. Authority of Liquidating Agent. In connection with the winding up and dissolution of the Company, the Liquidating Agent will have all of the rights and powers with respect to the assets and liabilities of the Company that an authorized Member or a manager would have pursuant to the Act or any other applicable law.

8.3.3. Distribution of Assets. Following the payment of, or provision for, all debts and liabilities of the Company and all expenses of liquidation, and subject to the right of the Liquidating Agent to set up such cash reserves as the Liquidating Agent may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other funds (or other remaining Company Property) of the Company will be distributed in cash to the Members in accordance with the provisions of Section 5.2.

8.4. Termination of the Company. Upon the completion of the liquidation of the Company and the distribution of all Company Property and other funds, the Company and this Agreement will terminate and the Liquidating Agent will have the authority to take or cause to be taken such actions as are necessary or reasonable in order to obtain a certificate of dissolution of the Company as well as any and all other documents required by the Act or any other applicable law to effectuate the dissolution and termination of the Company.

ARTICLE IX

FISCAL AND ADMINISTRATIVE MATTERS

9.1. Fiscal Year. The fiscal year of the Company will be the calendar year.

9.2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company will be signed by such Person or Persons and in such manner as Class B Member from time to time shall authorize and designate in writing.

9.3. Books and Records. Class B Member, on behalf of the Company, will maintain books and records relating to the assets and income of the Company and the payment of expenses of, and liabilities or claims against or assumed by, the Company in such detail and for

such period of time as may be necessary to enable it to make full and proper accounting in respect thereof and to comply with applicable provisions of law. The Company's books and records will be kept at the principal place of business of Class B Member.

9.4. Right of Inspection. Any Member of the Company will have the right to examine, during normal business hours of Class B Member, for any purpose and upon reasonable prior notice to Class B Member, the minutes and the books and records of account of the Company, and to make copies thereof at such Member's expense. Such inspection may be made by any representative, agent or duly appointed attorney of the Member making such request.

9.5. Partnership Representative. (a) The Members hereby appoint the Class B Member as the person with authority to act on behalf of the Company (the "Partnership Representative") pursuant to Section 6223(a) of the Code (as amended by Title XI of the Bipartisan Budget Act of 2015 (such Title XI, including the corresponding provisions of the Code impacted thereby, and any corresponding provisions of state or local income tax law, as the same may be amended from time to time, the "BB Act")).

(b) The Partnership Representative shall have the right to make on behalf of the Company any and all elections and take any and all actions that are available to be made or taken by the Partnership Representative or the Company under the BB Act, and the Members shall take such actions requested by Partnership Representative consistent with any such elections made and actions taken by Partnership Representative, including filing amended tax returns and paying any tax due in accordance with Section 6225(c)(2) of the Code as amended by the BB Act, it being understood that no such amended tax return shall be filed in accordance with such section with respect to the Company without the advance written consent of the Partnership Representative in its sole discretion.

(c) Notwithstanding anything in this Agreement to the contrary, in the event the Company incurs any liability for taxes, interest or penalties pursuant to the BB Act:

(i) The Class B Member may cause the Members (including any former Member) to whom such liability relates, as determined by the Class B Member in its sole good faith discretion, to pay, and each such Member hereby agrees to pay, such amount to the Company;

(ii) any amount not paid by a Member (or former Member) at the time requested by the Class B Member shall accrue interest at the underpayment rate under Section 6621(a)(2) of the Code, plus 10% percentage points per annum, compounded quarterly, until paid, and such Member (or former Member) shall also be liable to the Company for any damages resulting from a delay in making such payment beyond the date such payment is requested by the Class B Member, and for this purpose the fact that the Company could have paid this amount with other funds shall not be taken into account in determining such damages;

(iii) without limiting a Member's (or former Member's) obligation under clauses (i) and (ii), any amount paid by the Company that is attributable to a Member (or former Member), as determined by the Class B Member in its sole good faith discretion, and that is not paid by such Member pursuant to clauses (i) and (ii) may be withheld

from any distribution that would otherwise be made to such Member (or former Member) under Section 5.2; and

(iv) the obligations of each Member (or former Member) under this Section 9.5 shall survive the transfer by such Member of its Units and the dissolution of the Company.

ARTICLE X

INDEMNIFICATION

10.1. Indemnification.

10.1.1. No Member (or any predecessor, successor or Affiliate of such Member or any member, principal, partner, shareholder, controlling person, officer, director, agent or employee of any of the aforesaid Persons) ("Indemnifying Member") shall have any liability to the Company or to any other Member for any loss suffered by the Company or any other Member unless such loss arises out of the willful misconduct or fraud of such Indemnifying Member; provided, however, that this Section 10.1.1 shall not limit, restrict or otherwise affect the rights or obligations of a Member (or any predecessor, successor or Affiliate of such Member or any member, principal, partner, shareholder, controlling person, officer, director, agent or employee of any of the aforesaid Persons) under this Agreement or any other agreement to which it is a party.

10.1.2. The Company shall indemnify, defend and hold harmless each Member and/or its Affiliates, and any of their respective officers, directors, shareholders, partners, members, managers, employees or agents and each officer of the Company (each, an "Indemnitee") from and against any and all claims or liabilities of any nature whatsoever arising out of the business of the Company, including reasonable attorneys' fees and disbursements arising out of or in connection with any action (excluding any Transfer by a Member of all or any portion of its Units or by any other Person of any direct or indirect beneficial ownership interest in any Member) taken or omitted by it pursuant to the authority granted by this Agreement; provided, however, that no indemnification may be made to or on behalf of any Indemnitee if such Indemnitee's (or its Affiliate's) acts in connection with such claim for indemnification constituted fraud or willful misconduct; and provided, further, that no indemnification shall be made in respect of claims or liabilities to the extent an Indemnitee has already recovered pursuant to any other agreement to which such an Indemnitee is a party. Expenses (including reasonable attorneys' fees and disbursements) incurred by an Indemnitee in defending any actual or threatened claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amounts if it is ultimately determined that such Indemnitee is not entitled to indemnification under this Section 10.1.2 with respect thereto. Notwithstanding the foregoing, the Indemnitee shall not be entitled to indemnification with respect to any amount paid in settlement if the settlement was effected without the Company's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

10.1.3. Except as expressly provided herein, no direct or indirect Member, shareholder or member in or of any Member (and no officer, director, member, employee or agent

of such Member, shareholder, or member) and no officer of the Company shall have any personal liability under this Agreement.

10.2. Exculpation/Member Indemnification. Except in the case of fraud, gross negligence, or willful misconduct, or as otherwise provided herein, no Member shall be liable to any other Member or the Company for (i) any act or omission performed or omitted in good faith, (ii) such Member's failure or refusal to perform any act, except those required by the terms of this Agreement or (iii) the negligence, dishonesty or bad faith of any agent, consultant or broker of the Company selected, engaged or retained in good faith.

10.3. Insurance. Class B Member may cause the Company, at the Company's expense, to purchase insurance to insure the Indemnitee against liability hereunder, including, without limitation, for a breach or an alleged breach of their responsibilities hereunder; provided, that the Company shall not incur the costs of that portion of any insurance, other than public liability insurance, which insures any Indemnitee for any liability as to which such person is prohibited from being indemnified under this Article X.

ARTICLE XI

MISCELLANEOUS

11.1. Notices.

11.1.1. All notices, requests or other communications required or permitted to be made in accordance with this Agreement shall be in writing and shall be delivered personally, by registered or certified mail, return receipt requested, by overnight courier or by email to the applicable Member at the addresses set forth on the books and records at the Company.

11.1.2. All such notices shall be deemed to have been duly delivered: at the time delivered by hand or refusal of delivery, if personally delivered; three (3) Business Days after being deposited in the mail (postage prepaid), if mailed by certified or registered mail; and on the day delivered or refusal of delivery, if sent by an air or ground courier guaranteeing overnight delivery or by email.

11.1.3. Any Member may change the address at which it is to receive notices under this Agreement by furnishing written notice in accordance with the provisions of this Section 11.1 to the other Member.

11.1.4. Whenever any notice is required to be given by law or this Agreement, a waiver thereof in writing, signed by the Person entitled to such notice, whether before or after the time of the event for which notice is to be given, will be deemed equivalent to such notice.

11.2. Extension Not a Waiver. No delay or omission in the exercise of any power, remedy or right herein provided or otherwise available to any party hereto will impair or affect the right of such party thereafter to exercise the same. Any extension of time or other indulgence granted to any party hereunder will not otherwise alter or affect any power, remedy or right of any other party hereto, or the obligations of the party to whom such extension or indulgence is granted.

11.3. Entire Agreement; Amendments. This Agreement sets forth the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative thereto that are not contained herein or therein are terminated. Amendments, variations, modifications or changes herein may be made effective and binding upon the parties hereto by, and only by, a written agreement duly executed by all the Class A Member and the Class B Member, and any alleged amendment, variation, modification or change herein which is not so documented will not be effective as to any party hereto; provided, however, no amendment, variation, modification or change hereto that has a material and disproportional adverse effect on the rights of a Class C Member hereunder shall be made without the consent of the Class C Member(s) so disproportionally effected.

11.4. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY, CONSTRUED UNDER AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES.

11.5. Venue. Any action or other legal proceeding brought under this Agreement will be subject to the exclusive jurisdiction of any court of competent jurisdiction in the Borough of Manhattan in the State of New York or the United States District Court for the Southern District of New York. Each of the Members consents to the jurisdiction of New York for actions or legal proceedings brought by any other Member or the Company and waives any objection which it may have to the laying of the venue of such suit, action or proceeding in any of such courts.

11.6. Headings. Sections, subheadings and other headings used in this Agreement are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement, or any provision hereof.

11.7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable any such provision in any other jurisdiction. In such event, the parties shall work together in good faith to replace any such prohibited or unenforceable provision with a valid and enforceable provision that, as closely as possible, effectuates the parties' intent.

11.8. Failure to Enforce Provision. The failure of any Member to seek redress for a violation, or to insist upon the strict performance, of any covenant or condition of this Agreement will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.9. Interpretation. All pronouns and variations thereof will be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the individual or other entity may require.

11.10. Assignment. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties, except in connection with a Transfer of all or any portion of a Member's Units as permitted by this Agreement. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors, executors, administrators, personal representatives and permitted assigns.

11.11. Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same agreement. The exchange of copies of this Agreement, any amendments hereto, any signature pages required hereunder or any other documents required or contemplated hereunder by facsimile or Portable Document Format transmission shall constitute effective execution and delivery of same as to the parties thereto and may be used in lieu of the original documents for all purposes. Signatures transmitted by facsimile or Portable Document Format shall be deemed to be original signatures for all purposes.

[Signature page follows]

SIGNATURE PAGE TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
ARCH PROPERTY HOLDINGS I, LLC

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first set above.

608941 NJ INC.

By: F. Van B
Name: FRANK VAN BIESEN
Title: CFO & SECRETARY

Address:

Tax ID:

Class of Units: Class A

SIGNATURE PAGE TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
ARCH PROPERTY HOLDINGS I, LLC

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first set above.

JJ ARCH LLC

By: _____
Jeffrey Simpson
Managing Member

Address: 524 Broadway
Suite 405
New York, New York 10012

Tax ID:

Class of Units: Class B

SIGNATURE PAGE TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
ARCH PROPERTY HOLDINGS I, LLC

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first set above.

By: _____
Name: Michelle Miller

Address: 338 Berry St. 7A
Brooklyn NY, 11249

Tax ID: _____

AND

By: _____
Name: TRISTAN LAST

Address: 60 W. 23RD ST #1048
NEW YORK, NY 10010

Tax ID: _____

Class of Units: Class C, Series

Schedule A

Investment Entities; Class A Units and Class B Units

Investment Entity	Class A Units	Class B Units
Arch 11 Greene St MM LLC	20,000	60,000
Arch 701 S. Juniper MM LLC	20,000	60,000
Arch 45 Savings MM LLC	20,000	60,000
Arch Cambridge MM LLC	20,000	60,000
Arch 5401 California MM LLC	20,000	60,000
Midtown Oaks MM JV LLC	20,000	60,000
Camelot MM JV LLC	20,000	60,000
Arch MM 550 Metropolitan Ave LLC	20,000	60,000
NCSC MM JV LLC	20,000	60,000

Schedule B

Class C Series; Class C Members; Class C Units

Class C Series	Investment Entity	Class C Members	Number of Class C Units
1	Arch 11 Greene St MM LLC	Tristan Last	10,000
1	Arch 11 Greene St MM LLC	Michelle Miller	10,000
2	Arch 701 S. Juniper MM LLC	Tristan Last	10,000
2	Arch 701 S. Juniper MM LLC	Michelle Miller	10,000
3	Arch 45 Savings MM LLC	Tristan Last	10,000
3	Arch 45 Savings MM LLC	Michelle Miller	10,000
4	Arch Cambridge MM LLC	Tristan Last	10,000
4	Arch Cambridge MM LLC	Michelle Miller	10,000
5	Midtown Oaks MM JV LLC	Tristan Last	10,000
5	Midtown Oaks MM JV LLC	Michelle Miller	10,000
6	Arch 5401 California MM LLC	Tristan Last	10,000
6	Arch 5401 California MM LLC	Michelle Miller	10,000
7	Camelot MM JV LLC	Tristan Last	10,000
7	Camelot MM JV LLC	Michelle Miller	10,000
8	Arch MM 550 Metropolitan Ave LLC	Tristan Last	10,000
8	Arch MM 550 Metropolitan Ave LLC	Michelle Miller	10,000
9	NCSC MM JV LLC	Tristan Last	10,000
9	NCSC MM JV LLC	Michelle Miller	10,000