AMENDED AND RESTATED OPERATING AGREEMENT

FAYETTE MANLIUS, LLC

THESE SECURITIES HAVE NOT BEEN REGISTERED OR QUALIFIED WITH OR APPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION ("SEC") OR ANY STATE SECURITIES COMMISSION. NOR HAS THE SEC OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE REGISTRATION OR QUALIFICATION REQUIREMENTS OF ALL APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR BASED ON AN OPINION OF COUNSEL IN SUBSTANCE, FORM AND SCOPE SATISFACTORY TO THE COMPANY TO THE EFFECT THAT AN EXEMPTION FROM SUCH REQUIREMENTS IS AVAILABLE. ACCORDINGLY, MEMBERS MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THESE SECURITIES FOR AN INDEFINITE PERIOD OF TIME.

THIS OPERATING AGREEMENT OF THE COMPANY PROVIDES FOR ADDITIONAL RESTRICTIONS ON THE TRANSFERABILITY OF INTERESTS.

BY ENTERING INTO THIS OPERATING AGREEMENT, EACH MEMBER ACKNOWLEDGES THAT AN INVESTMENT IN A LIMITED LIABILITY COMPANY INVOLVES A HIGH DEGREE OF RISK AND EACH MEMBER UNDERSTANDS THAT THE MEMBER MAY LOSE ITS, HIS, HER OR ITS ENTIRE INVESTMENT AND THAT THERE CAN BE NO ASSURANCE THAT THE COMPANY WILL BE SUCCESSFUL IN ITS BUSINESS, THAT THE COMPANY WILL BE PROFITABLE OR THAT IT WILL BE ABLE TO REMAIN IN BUSINESS AS A GOING CONCERN.

PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR OWN LEGAL AND TAX ADVISORS WITH SPECIFIC REFERENCE TO THEIR OWN SITUATIONS CONCERNING AN INVESTMENT IN THE COMPANY.

AMENDED AND RESTATED OPERATING AGREEMENT
FAYETTE MANLIUS, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("**Agreement**"), is made as of May 17, 2022, by and among Streamline Real Estate Partners, LLC, a New York limited liability company (sometimes referred as either "**Streamline**" or the "**Manager**"), and Empire Ventures Management LLC, a New York limited liability company ("**Investor Member**"). Streamline and Investor Member are sometimes individually referred to as a "**Member**" and collectively as the "**Members**".

BACKGROUND:

A. Streamline and Investor Member intend to develop a commercial project in Manlius, New York. The Members agreed to form this limited liability company (the "**Company**") to develop and operate the project hereinafter described.

B. This Agreement provides for, among other things: (i) the formation of the Company; (ii) the payment of capital contributions by the Members; (iii) the allocation of profits, losses and distributions of cash flow and other proceeds of the Company among the Members; (iv) the respective rights, obligations and interests of the parties hereto to each other and to the Company; and (v) certain other matters, including, but, not limited to amending and restating that certain Operating Agreement for the Company dated December 22, 2021 (the "**Original Operating Agreement**") in its entirety and replacing the Original Operating Agreement with this Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the original Operating Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE I
FORMATION OF COMPANY

1.01 Formation. The undersigned hereby form the Company as a limited liability company under the New York Limited Liability Company Law, as same may be amended from time to time during the term of the Company by entering into this Agreement and by the filing of the Articles of Organization of the Company on April 14, 2020 with the Secretary of State of the State of New York.

1.02 Name. The name of the Company is Fayette Manlius, LLC.

1.03 Principal Office of the Company. The principal office of the Company shall be, and the books and records of the Company shall be kept, at 25 Parce Ave, Suite 155, Fairport, New York 14450. The Company may change the location of its principal office to such other place or places as may hereafter be determined by Manager. Manager shall promptly notify the Members of any change in the location of the principal office. The Company may maintain such other offices at such other place or places as Manager may from time to time deem advisable.

1.04 Term. The Company shall continue in perpetuity, unless the Company is terminated in accordance with the provisions of this Agreement.

1.05 Recording of Certificate. Manager shall take all necessary action required by law to continue to qualify and maintain the Company as a limited liability company under the laws of the State

(as hereinafter defined), and shall register the Company under any assumed or fictitious name statute or similar law in force and effect in the State.

ARTICLE II
DEFINED TERMS

In addition to the definitions set forth herein above and hereinafter, the following defined terms used in this Agreement shall have the meanings specified below:

"**Accountants**" – RDG+Partners, Rochester, New York or such independent certified public accountant as may be engaged by Manager to prepare the Company's financial statements and/or income tax returns.

"**Acquisition Fee**" – the sum of $13,000.00 to be paid by the Company to Prilend Management LLC ("Prilend") upon the closing of the acquisition by the Company of the real property for the Project.

"**Act**" – New York Limited Liability Company Law, as amended.

"**Adjusted Book Value**" shall mean with respect to any Company property the adjusted basis of such property for federal income tax purposes unless such property has been contributed to the Company or revalued as referenced in Section 10.01(d)(i), in which event it shall mean the fair market value of such property at the date of such contribution or revaluation minus all Depreciation taken with respect to such property.

"**Adjusted Capital Account Deficit**" – the deficit balance, if any, in a Member's Capital Account as of the end of the relevant fiscal year after giving effect to the following adjustments: (i) a credit to such Capital Account for any amounts which such Member is obligated to restore thereto pursuant to any provision of this Agreement or is deemed to be obligated to restore thereto pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and (ii) a debit to such capital account for the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"**Affiliate**" – any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with a Member, or with another designated Person, as the context may require.

"**Bankruptcy**" – the filing of a petition for relief as to a Person as debtor or bankrupt (the "**Bankrupt**") under the Bankruptcy Code of 1978 or like provision of law (except if such petition is contested by such Person and has been or is dismissed within 90 days after the filing of the Petition); insolvency of such Person as finally determined by a court proceeding; filing by such Person of a petition or application to accomplish the same or for the appointment of a receiver or a trustee for such Person or a substantial part of such Person's assets; commencement of any proceeding relating to such Person under any other reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction, whether now in existence or hereinafter in effect, either by such Person or by another, and such Person indicates his, her or its approval of such proceeding, consents thereto or acquiesces therein, or such proceeding is contested by such Person and has not been finally dismissed within 90 days after commencement of such proceeding.

"**Capital Account**" shall mean the account to be maintained by the Company for each Member in accordance with the following provisions:

(a) a Member's Capital Account shall be increased by the Member's Capital Contributions, the amount of any Company liabilities assumed by the Member (or which are secured by Company property distributed to the Member), the Member's share of Profit and any item in the nature of income or gain specially allocated to the Member pursuant to the provisions of Article X; and

(b) a Member's Capital Account shall be decreased by the amount of money and the fair market value of any Company property distributed to the Member, the amount of any liabilities of the Member assumed by the Company (or which are secured by property contributed by the Member to the Company), the Member's share of Loss and any item in the nature of expenses or losses specially allocated to the Member pursuant to the provisions of Article X.

If the Adjusted Book Value of Company property is adjusted pursuant to Section 10.01(d)(i), the Capital Account of each Member shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment as of the date of such revaluation.

"**Capital Contributions**" – the total amount of money and the fair market value of other property (net of liabilities thereon) contributed or required to be contributed to the Company by a Member pursuant to the terms of this Agreement. Any reference to the Capital Contributions of a Member shall include the Capital Contributions made by a predecessor holder of the Interest of such Member.

"**Capital Proceeds**" shall mean the excess of (x) all proceeds received by the Company from (i) the financing or refinancing of any mortgage on or security interest in any assets of the Company, (ii) the sale or exchange of any Company assets outside of the ordinary course of business, (iii) any casualty resulting in insurance proceeds, and (iv) any reserves previously set aside from Capital Proceeds which are deemed available for distribution by the Manager, over (y) the sum of (i) all expenditures attributable to any transaction giving rise to such proceeds, (ii) all amounts necessary to pay all obligations and liabilities of the Company, and (iii) all reserves retained in the reasonable discretion of the Manager for use by the Company.

"**Certificate**" – the Articles of Organization or any certificate or other instrument or document which is required under the laws of the State hereinafter to be signed by a Member(s) of the Company and filed in the appropriate public offices within the State to perfect or maintain the existence of the Company as a limited liability company under the laws of the State.

"**Code**" – the Internal Revenue Code of 1986, as amended, or any succeeding similar law.

"**Consent**" - the prior written consent or approval of the Member or any other Person, as the context may require, to do the act or thing for which the consent is solicited, which unless otherwise stated herein will not be unreasonably withheld, delayed or conditioned.

"**Depreciation**" shall mean, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the fair market value of property contributed to the Company differs from its adjusted basis for federal income tax purposes at the date of contribution or as a result of revaluation pursuant to 10.01(d)(i), Depreciation shall be an amount which bears the same ratio to such beginning fair market value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other periods bears to such beginning adjusted tax basis, provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be

determined with reference to such beginning fair market value using any reasonable method selected by the Manager.

"**Fiscal Year**" shall mean the calendar year ending December 31st.

"**Interest**" or "**Percentage Interest**" – the ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which such Member may be entitled as provided in this Agreement and in the Act, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement and of the Act. The Percentage Interests of the Members are set forth on Schedule A attached hereto.

"**Investor Member's Capital Contribution**" – the total Capital Contribution that Investor Member is required to contribute to the Company pursuant to Section 5.02(b) of this Agreement.

"**Involuntary Withdrawal**" means, with respect to any Member, the occurrence of any of the following events:

(a) the Member makes an assignment for the benefit of creditors;

(b) the Member files a voluntary petition of bankruptcy;

(c) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;

(d) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation;

(e) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member's properties;

(f) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in (a) through (e) above; or

(g) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation continues for 120 days after its commencement, or the appointment of a trustee, receiver, or liquidator for the Member of all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for 120 days or, if the appointment is stayed, for 120 days after the expiration of the stay during which period the appointment is not vacated.

"**Lender**" – any lender which makes a loan to the Company.

"**Loan**" – any loan made to the Company.

"**Manager**" – Streamline.

"**Member**" – Streamline or Investor Member, together, the "**Members**".

"**Modified Capital Account Balance**" shall mean a Member's Capital Account balance increased by an amount equal to an amount the Member is deemed obligated to restore pursuant to the Regulations

promulgated pursuant to Code Section 704(b) and decreased by the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

"**Net Cash Flow**" – the gross cash receipts from operation of Lot 2 (as defined below) (excluding Capital Proceeds) and other funds of the Company which are not required to offset development costs of Lot 2, less the portion thereof used to pay, or establish reserves for, all operating expenses, including but not limited to a management fee to the Manager, an amount sufficient to fund the tax distributions provided for in Section 10.02(a), mandatory debt payments, debt owed to Members, capital improvements, replacements, and contingencies and escrows (all as determined by the Manager in its reasonable discretion). Net Cash Flow shall not be reduced by depreciation, cost recovery deductions such as amortization or similar allowances.

"**Notices**" – a writing containing the information required by this Agreement to be communicated to a Member and sent by registered or certified mail, postage prepaid, return receipt requested, to such Member at the address set forth above, or to such other address as the parties may designate from time to time by notice given in accordance with this Agreement, the date of registry thereof or the date of such certified receipt therefore being deemed the date of such Notice; provided, however, that any written communication containing such information sent to such Member actually received by such Member shall constitute Notice for all purposes of this Agreement as of the date received.

"**Operating Deficit**" – for any period, the amount by which (a) the receipts of the Company from all sources including any reserves and earnings thereon that are currently available to pay Company operating expenses (other than Capital Contributions) for a particular period of time, is exceeded by (b) the sum of all accrued operating expenses of the Company.

"**Person**" – any individual, limited liability company, partnership, corporation, foundation, trust, estate or other entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Persons.

"**Preferred Return**" – with respect to the Investor Member, an amount equal to 7% per annum, cumulative but not compounded, on the average daily balance of its Unreturned Capital, from time to time during the period during which such Preferred Return is determined, commencing on the date the Investor Member first makes a Capital Contribution to the Company.

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

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

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

(c) Gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the Adjusted Book Value of the property disposed of, notwithstanding the fact that the Adjusted Book Value differs from the adjusted basis of the property for federal income tax purposes; and

(d) In lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the Depreciation for such Fiscal Year or other period.

(e) Notwithstanding anything to the contrary herein, Profits and Losses as said terms are defined above and used herein shall only apply to those Profits and Losses that are directly derived from the Company's ownership of Lot 2 and not in the Company's ownership of Lot 3 (as defined below). See Section 10.04 for Lot 3 Allocation.

"**Project**" means a commercial project located in Onondaga, New York to be constructed, owned and operated by the Company, and all fixtures, furnishings and personal property used or to be used in connection with the operation thereof. The Project consists of two (2) lots of real property, the first being described in more detail on **Exhibit A** and depicted on **Exhibit C** as **R-LOT 2** (hereinafter referred to as "**Lot 2**") and the second being described in more detail on **Exhibit B** and depicted on **Exhibit C** as **R-LOT 3** (hereinafter referred to as "**Lot 3**"). The Company intends to develop Lot 2 and lease it to a tenant that intends to operate a WellNow Urgent Care and the Company intends to develop Lot 3 as a mixed-use property.

"**Regulations**" shall mean all proposed, temporary and final regulations promulgated under the Code as from time to time in effect.

"**State**" means the State of New York.

"**Streamline**" – Streamline Real Estate Partners, LLC.

"**Substitute Member**" – any Person admitted to the Company as a Member pursuant to Section 8.02 hereof.

"**Unreturned Capital**" – with respect to a Member, an amount equal to its aggregate Capital Contributions made to the Company, reduced only by the sum of all distributions made by the Company to such Member pursuant to Sections 10.02(b)(ii) and 10.02(b)(iii), as applicable, of this Agreement. A Member's Unreturned Capital shall not be adjusted by allocations of Profits, gains, Losses or other items of income and expense.

ARTICLE III
PURPOSE AND BUSINESS OF THE COMPANY

3.01 Purpose. The purpose of the Company is to acquire, develop, finance, construct and operate the Project and to engage in all activities in connection therewith.

3.02 Authority of the Company. In order to carry out its purpose, the Company is empowered and authorized to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of its purpose, and for the protection and benefit of the Company, subject to other limitations expressly set forth elsewhere in this Agreement and the Act, including, but not limited to, the following:

(a) Enter into any kind of activity, and perform and carry out contracts of any kind necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the Company;

(b) Borrow money and issue evidences of indebtedness in furtherance of the Company Business and secure any such indebtedness by pledge or other lien, provided, however, that any evidences of indebtedness and any documents amending, modifying or replacing it shall have the legal effect that the Members and their Affiliates shall have no direct personal liability for the repayment of the principal of or payment of interest on such indebtedness, and that the sole recourse of any lender with respect to the principal thereof and interest thereon shall be to the assets of the Company, including the property securing the indebtedness;

(c) Negotiate for and conclude agreements for the sale, exchange, lease or other disposition of all or substantially all of the property of the Company; and

(d) Do any and all other acts and things necessary or proper in furtherance of the Company business.

ARTICLE IV
GENERAL DUTIES AND OBLIGATIONS OF MANAGER

4.01 Duties and Obligations. Manager shall use its best efforts in connection with the performance of the following duties and obligations with respect to the Company:

(a) taking all action that may be necessary or appropriate to carry out the purposes of the Company as described in this Agreement; and

(b) doing all other things (subject to the restrictions contained herein) that may be necessary or desirable in order to properly and efficiently administer and carry on the affairs, assets and business of the Company.

ARTICLE V
CAPITAL CONTRIBUTIONS

5.01 Agreement to Contribute. Each Member shall contribute to the capital of the Company at the time and in the manner herein provided and shall undertake on behalf of the Company the covenants set forth in this Article 5.

5.02 Initial Capital Contributions.

(a) Streamline has contributed Capital Contributions with a fair market value equal to $230,000.00 to the Company. Within thirty (30) days of the date of this Agreement, Streamline shall provide to Investor Member a list of cash Capital Contributions, with supporting invoices, which it has incurred prior to the date of this Agreement. Such Contributions may be reimbursed from the cash Capital Contributions Investor Member is making pursuant to Section 5.02 (b) hereof or from the construction loan for the Property, which in either case shall reduce Streamline's Capital Contributions based on the amount it is reimbursed.

(b) The Investor Member shall make a cash Capital Contribution to the Company in the amount of $270,000.00 for the Project upon at least fifteen (15) days prior written notice from Manager.

(c) Except as expressly provided herein, no Member shall be required to make any additional Capital Contributions to the Company.

5.03 Additional Capital Contributions/Loans.

(a) Except as expressly provided herein, no Member shall be required to make any additional Capital Contributions to the Company.

(b) To the extent additional funds for the Company are requested by the Manager the Members may make a Loan to the Company in accordance with their Percentage Interests.

(c) If a Member does not elect to make a Loan pursuant to Section 5.03 (b) of this Agreement the other Member may elect in its sole discretion, to advance the additional funds as a Loan.

(d) A Loan shall bear interest at seven percent (7%) per annum from the date of Loan until repaid (which shall be no longer than five (5) years from the date the loan is made), shall be repaid from Net Cash Flow before any distributions are made to any Member pursuant to Section 10.02 hereof, except for the tax distributions pursuant to Section 10.02(a) and the Preferred Return pursuant to Section 10.02(b)(i), and from Capital Proceeds, before any other distributions are made to the Members pursuant to Section 10.02 of this Agreement, except for the tax distributions pursuant to Section 10.02(a) and the Preferred Return pursuant to Section 10.02(b)(i).

5.04 Return of Capital Contributions. Notwithstanding any provisions of the Act and except as otherwise provided in this Agreement, no Member shall be entitled to demand or receive the return of such Member's Capital Contributions or any portion thereof; no Member shall have priority over any other Member as to return of such Member's Capital Contributions; no Member shall be personally liable for the return of the Capital Contributions to any other Member, or any portion thereof, it being expressly understood that any such return shall be made solely from assets of the Company; and no Member shall have the right to demand return of such Member's Capital Contributions unless the Manager determines to make distributions in accordance with this Agreement; provided, however that in no event shall a Member have the right to demand or receive property other than cash in return for such Member's Capital Contributions in the event that the Manager determines to make a cash distribution on account thereof. No interest shall be paid on the return of any Capital Contributions.

5.05 Negative Capital Accounts. A Member with a negative balance in its Capital Account at no time during the term of the Company or upon dissolution and liquidation of it, has any obligation to the Company or the other Members to restore that negative balance, except (i) as may be required by law, or (ii) in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

ARTICLE VI
MANAGEMENT

6.01 Rights and Duties of Members. The Company is a "manager-managed" limited liability company under the Law which shall be managed by one or more managers selected by Streamline ("**Manager** or collectively, "**Managers**"). The initial Manager shall be Streamliner. Except as may hereafter be required or permitted by the Law or as specifically provided herein, the Members shall in such capacity take no part whatever in the control, management, direction or operation of the affairs of the Company and shall have no power to act for or bind the Company.

6.02 Management. The powers of the Company will be exercised by or under the authority of, and the business and affairs of the Company will be managed under the direction of the Managers. A Manager may be removed from the position, with or without cause, by action of the Members holding a

majority of all Interests. The removal of a Manager does not constitute a waiver by the Company or any Member of any liability that such Manager may have to the Company or any Member in respect of the cause for such Manager's removal, and such Manager, even though removed, will remain entitled to indemnification from the Company pursuant to Section 9.10 with respect to any matter arising prior to the Manager's removal. Any Manager vacancy occurring for any reason may be filled by the vote or written consent of Members holding a majority of all Interests.

6.03 Restrictions. No Manager may without the written approval of all the Members, which approval shall not be unreasonably withheld, take any of the following actions:

(i) Perform any act that would make it impossible to carry on the 10 business of the Company or that is in contravention of this Agreement.

(ii) Permit conversion of the assets of the Company to use by any Member or Manager.

(iii) Dissolve the Company or Amend the Certificate of Formation for the Company or this Agreement.

(iv) (A) Consolidate or merge the Company with or into any Person; (B) institute proceedings to have the Company be adjudicated bankrupt or insolvent; (C) consent to the institution of Bankruptcy proceedings against the Company; (D) file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to Bankruptcy; (E) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property; (F) participate in any involuntary Bankruptcy proceeding against the Company, (G) make any assignment for the benefit of creditors of the Company; (H) admit in writing the Company's inability to pay its debts generally as they become due, or take action in furtherance of any such action; (I) to the fullest extent permitted by law, dissolve or liquidate the Company; (J) confess a judgment against the Company; or (L) change the legal form of the Company.

(v) Possess Company property or assign rights in Company property, in either case, other than for the Company's purpose.

(vi) Act in any manner which Manager knew or should have known will cause the termination of the Company for federal income tax purposes (other than the transactions relating to the admission of Member into the Company as contemplated by this Agreement), or cause the Company to be treated for federal income tax purposes as an association taxable as a corporation.

(vii) Make a loan of Company funds to any Person including Streamline or any Affiliate.

(viii) Cause the Company to be classified other than as a partnership for federal income tax purposes.

(ix) Collect a management fee, salary or other compensation.

(x) Sell, transfer, assign, exchange, mortgage, encumber, or otherwise convey all or substantially all of the Company's assets. In the event the Investor Member does not approve a proposed sale of Lot 2 pursuant to a bona fide offer from a third party within three (3) business days' notice from Manager, Investor Member shall be required to purchase Lot 2 on the same terms

and conditions as the proposed sale. Notwithstanding anything to the contrary in this Agreement, Streamline may freely sell, transfer, assign, exchange, mortgage, encumber, or otherwise convey all or a portion of Lot 3 on behalf of the Company without the any approval or consent of Investor Member.

(xi) Obtain a loan other than from a Member pursuant to this Agreement.

(xii) Abandon or substantially modify the Project, except as set forth otherwise above.

6.04 Officers. The Managers may designate one or more individuals as officers of the Company, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Managers. Officers need not be Members or residents of the State of New York. Each officer may be removed by the Managers at any time, with or without cause, and shall hold office until such officer's successor shall be duly designated or until the earlier of such officer's death, resignation or removal. Any number of offices may be held by the same Person. The delegation of duties and powers to an officer shall not alter or limit the power and authority of the Managers to manage the Company, unless specifically set forth by the Managers

6.05 Meetings. Meetings of the Managers, for any purpose, may be called by any Manager. The request shall state the purpose or purposes of the proposed meeting and the business to be transacted. All meetings will be held at the principal office of the Company, or at another place as may be designated by the Managers. Notice of any meeting will be delivered to all Managers within 10 days after receipt of the request and not fewer than 15 days, nor more than 60 days, before the date of the meeting. The notice will state the place, date, hour and purpose or purposes of the meeting. At each meeting of the Managers, the Managers will adopt such rules for the conduct of such meeting as they deem appropriate. The expenses of any meeting, including the cost of providing notice thereof, will be borne by the Company.

6.06 Written Consents. Whenever Managers are required or permitted to take any action by vote or at a meeting that action may be taken without a meeting, without prior notice and without a vote, if a written consent setting forth the action so taken is signed by all the Managers.

6.07 Manner of Acting. Only the vote or written consent of all of the Managers, if there is more than one, will be the act of the Managers.

6.08 Liability for Certain Acts. No Manager, officer or other agent of the Company (including, without limitation, a Person acting in more than one capacity) shall be responsible for any indebtedness, liability or obligation of the Company, whether arising in tort, contract or otherwise, solely by reason of being a Manager, officer or other agent of the Company or participating, whether as an employee, consultant, contractor or other capacity, in the conduct of the business of the Company. The Members shall not have any responsibility for any indebtedness, liability or obligation of the Company solely by reason of being a Member, except to the extent provided in the Law or any other applicable law.

6.09 Indemnification. No Manager or officer (if any) of the Company shall be liable, responsible or accountable in damages or otherwise to the Company or any Member (including any predecessor in interest of a Member) for any action taken, or failure to act, in good faith on behalf of the Company and in a manner reasonably believed by him or her to be within the scope of the authority granted to him or her in this Agreement and in the best interest of the Company, except to the extent such Manager or officer has engaged in fraud, gross negligence or willful misconduct. Any cost, expense, loss or damage incurred by any such Manager or officer by reason of any action taken or failure to act in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority granted

in this Agreement and in the best interest of the Company (but not, in any event, any cost, expense, loss or damage incurred by any officer by reason of such officer's fraud, gross negligence or willful misconduct with respect to such action or failure) will be paid from the Company's assets to the extent available.

6.10 Other Activities. Any Manager, Member, and any Member's affiliates may engage in or possess an interest in other businesses of any nature or description for their own account, independently or with others, whether presently existing or hereafter created and whether or not competitive with the business of the Company. Neither the Company, any other Member nor any other Member's affiliates shall have any rights in or to such other businesses or the income or profits derived therefrom.

ARTICLE VII
OPERATION

7.01 Disputes. (a) If the Members are unable to agree upon any matter or matters arising under this Agreement for which Consent or approval is required, such matter shall, upon the request of either be submitted to, and settled by, arbitration in the State as follows:

(i) The dispute shall be resolved by arbitration in accordance with, but not under the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and this Section 7.02.

(ii) An arbitrator shall be selected by the Members, but shall in all events be an attorney with at least ten (10) years' experience in real estate development, and shall be independent as to the parties hereto. If the Members cannot agree on an arbitrator, they shall each select one arbitrator and the two arbitrators shall select a third independent arbitrator who shall act as the arbitrator.

(iii) Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of all documents relative to the matter in dispute. Any dispute regarding discovery, the relevance or scope thereof, shall be determined by the arbitrator. All discovery shall be completed within forty-five (45) days following appointment of the arbitrator.

(iv) The arbitrator shall be directed to promptly conduct the arbitration, and shall be directed to give notice of its determination within ninety (90) days of its appointment.

(v) The arbitrator shall be required to strictly adhere to State and local law and the terms of this Agreement. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The arbitrator shall not award consequential damages.

(vi) The award of the arbitrator shall be accompanied by a reasoned opinion including findings of fact and conclusions of law.

ARTICLE VIII
TRANSFERS OF AND RESTRICTIONS ON TRANSFERS OF INTERESTS OF MEMBERS

8.01 Restrictions on Transfer of a Member's Interest.

(a) Except as set forth herein, under no circumstances will any offer, sale, transfer, assignment, hypothecation or pledge of any Member's Interest be permitted; provided, however, nothing in this Section 8.01 shall prohibit a Member from selling, transferring, assigning or otherwise disposing of all or any part of such Member's Interest in the Company, now owned or hereinafter acquired, to another Member of the Company on such terms and conditions as they shall agree. Notwithstanding the preceding sentence, each Member may transfer its Interest in the Company to an Affiliate, but such assignment shall not relieve the transferor Member of its obligations hereunder. Such Affiliate shall be a Substitute Member of the Company without the Consent of the other Member. Subject to the approval of the lender(s) for the Project, if required, nothing contained herein shall prohibit an indirect interest holder from transferring its interest so long as the transfer is consistent with such Member's Operating Agreement and is for estate or wealth planning reasons.

(b) In the event that a Member (the "**Selling Member**") receives a bona fide binding written offer from a third party (the "**Written Offer**") to purchase, transfer, assign, or otherwise dispose of all or any part of such Member's Interest in the Company now owned or hereinafter acquired, at their election, the other Members of the Company, shall have the option to purchase or otherwise acquire the Selling Member's Interest on the same terms and conditions contained in the Written Offer. The Selling Member shall give at least thirty (30) day's written Notice to the other Members, which Notice shall include a copy of the Written Offer, which Written Offer shall be subject to the prior right of the other Members to purchase the interest that is for sale. Within such thirty (30) day period, the Company and/or the other Members, as the case may be, shall determine whether or not to elect to purchase or otherwise acquire all, but not less than all, of such Interest. If the option is exercised, the closing on the sale or other acquisition of the Member's Interest shall occur on the later of sixty (60) days after the date the Notice required hereunder is provided or the date set for closing in the Written Offer. The purchase price or other consideration of such Interest and the terms of purchase or other acquisition shall be the same as the price and terms contained in the Written Offer. If the option is exercised by all of the remaining Members, then such Members shall purchase or otherwise acquire all of the Selling Member's Interest that is for sale in proportion to their respective Percentage Interests, unless otherwise agreed among the purchasing Members. If the option is exercised by less than all of the remaining Members, then such Members shall purchase or otherwise acquire all of the Selling Member's Interest in proportion to the acquiring Members' Percentage Interest that is for sale relative to each other, unless otherwise agreed among the purchasing Members.

8.02 Admission of Substitute Members.

(a) Except as otherwise provided in this Article VIII, an assignee of the Interest of any Member (which shall be understood to include any purchaser, transferee, donee or other recipient of any disposition of such Interest) shall be admitted as a Substitute Member of the Company only upon the satisfactory completion of the following:

(i) Consent of the remaining Members (which Consent may be arbitrarily or unreasonably withheld in their sole and absolute discretion) shall have been given; and

(ii) The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart hereof or an appropriate amendment

hereto, and such other documents or instruments as the Manager may require in order to effect the admission of such Person as a Member.

(b) For the purpose of allocation of profits, losses and credits, and for the purpose of distributing cash of the Company, a Substitute Member shall be treated as having become, and as appearing in the records of the Company as, a Member upon such Substitute Member's signing of a joinder to this Agreement, agreeing to be bound hereby.

8.03 Rights of Assignee of Company Interest.

(a) Except as provided in this Article VIII and as required by operation of law, the Company shall not be obligated for any purpose whatsoever to recognize the assignment by any Member of an Interest until the Company has received actual Notice thereof, and the other provisions of Article 8 of this Agreement are satisfied.

(b) Notwithstanding anything to the contrary, an assignee of the Interest of a Member who does not become a Substitute Member pursuant to Section 8.02 hereof shall be allocated the profits, gains and losses, and shall have the right to participate in the distributions, to be made to the Member pursuant to Article X of this Agreement, but such assignee shall not have the right to participate in the management of the Company or to vote or Consent to any matter to be submitted to the Members. Any Person who is the assignee of all or any potion of a Member's Interest, but does not become a Substitute Member pursuant to Section 8.02 hereof and desires to make a further assignment of such Interest, shall nevertheless be subject to all the provision of this Article VIII to the same extent and in the same manner as any Member desiring to make an assignment of such Member's Interest.

8.04 Withdrawal of Member. Except as provided herein, a Member may not resign or withdraw from the Company prior to the dissolution and winding up of the Company as set forth in Article XI hereof.

8.05 Effectiveness of Transfer. A Member shall cease to be a Member upon the disposition of his, her or its entire Interest in accordance with the terms hereof.

8.06 Necessary Documents. If a Member's Interest is purchased under this Agreement, such Member shall execute and deliver to the Company, and/or any other Member purchasing said Membership Interest, at closing an assignment of such entire interest and all other necessary documents that may be reasonably required to effect the transfer of such Interest

8.07 Involuntary Withdrawal by a Member. In the event of any Involuntary Withdrawal of a Member that results in a transfer of the entire Membership Interest of such Member to another Person, such transferee shall not become a Member, but shall have only the rights provided under the Act.

ARTICLE IX
RIGHTS AND OBLIGATIONS OF MEMBERS

9.01 Management of the Company. Except as otherwise expressly provided in this Agreement, no Member shall take part in the management or control of the business of the Company nor transact any business in the name of the Company. No Member shall have the power or authority to bind the Company or to sign any agreement or document in the name of the Company. No Member shall have any power or authority with respect to the Company except insofar as the Consent of any Member shall be expressly required and except as otherwise expressly provided in this Agreement.

9.02 Limitation on Liability of Members. The liability of the Members shall be limited to their Capital Contributions as and when payable under the provisions of this Agreement. The Members shall not have any other liability to contribute money to, or in respect of the liabilities or obligations of, the Company, nor shall the Members be personally liable for any obligations of the Company. The Members shall not be obligated to make Loans to the Company.

9.03 Other Activities. Each Member may engage in or possess interests in other business ventures of every kind and description for its own account, including, without limitation, serving as a member of other entities or business ventures which own, either directly or through interests in other entities, businesses similar to the business of the Company. Neither the Company nor any of the Members shall have any right by virtue of this Agreement in or to such other business ventures or to the income or profits derived therefrom.

9.04 Representations and Warranties. Each Member hereby represents and warrants to the Company and the other Member as follows:

(a) It is acquiring its Interest in the Company for its own account for investment only and not for the purpose of, or with a view to the resale or distribution thereof in whole or in part. No one other than the Member has any interest in or any right to acquire such Member's Interest in the Company.

(b) It understands that its Interest in the Company is not registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or under the securities or "blue sky" laws of any state and that the future transfer of such interest may be limited by (i) the necessity of effecting any registration or complying with the exemption required by the Securities Act or any applicable state securities or "blue sky" laws and (ii) the restrictions on transfer contained in this Agreement.

(c) It is a sophisticated investor with knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of the prospective investment in the Company and has not relied and will not rely on any information provided by or representations or warranties of the Company, except as expressly provided in this Agreement, in evaluating the merits and risks of the prospective investment in the Company and the prospective investment by the Company in the Project.

(d) Each individual of each Member is an "accredited investor" as defined under regulation D of the Securities Act of 1933, as amended, and is not an Investment Company subject to the Investment Company Act of 1940.

(e) It is and will be duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation.

(f) The execution and delivery of this Agreement by such Member and the performance by it of the transactions contemplated hereby have been duly authorized by all requisite corporate action and proceedings. The execution and delivery of this Agreement by the Member and the performance of the transactions contemplated hereby will not violate or result in a breach of, or default under, any instrument or agreement to which it is a party or is bound, and this Agreement is binding upon and enforceable against it in accordance with its terms, except for the provisions of the bankruptcy and similar laws affecting creditors' rights generally and equitable principles.

(g) No consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any governmental authority or any party to any contract, agreement, instrument, lease, or license to which the Member is a party or by which it is bound, is required for

acquisition of the Interest as contemplated hereby or the execution, delivery, or compliance by it with the terms of this Agreement.

(h) The Members believe there is a reasonable possibility of profit and intend to take all action reasonably required for the Company to realize a profit, provided, however, that no Member nor any of its Affiliates shall incur any economic burden except as provided in this Agreement. Nonetheless, the Members understand and acknowledge that the Company has no guaranty of a specified return nor a guaranty against loss of income or capital.

(i) Each party agrees to indemnify and hold the other harmless from all suits, claims, actions, loss or expense (including reasonable attorneys' fees) arising from any breach of the representations and warranties set forth in this Section 9.04. This Section 9.04 shall survive the expiration or termination of this Agreement, including any amendment or restatement of the same.

(j) Each Member is relying on Member's own business and financial knowledge and experience in making a decision to enter into and execute this Agreement. **PROSPECTIVE MEMBERS ARE URGED TO CONSULT THEIR OWN LEGAL AND TAX ADVISORS WITH SPECIFIC REFERENCE TO THEIR OWN SITUATIONS CONCERNING AN INVESTMENT IN THE COMPANY.**

(k) Each Member is fully familiar with the nature of and risks attending the acquisition, ownership and transfer of Membership Interest, including among other things, the risks involved in the Company's business, the restricted transferability and illiquidity of the Membership Interest, the tax consequences of acquisition, ownership and transfer of Membership Interest, and losses associated with poor performance. **BY ENTERING INTO THIS AGREEMENT, EACH MEMBER ACKNOWLEDGES THAT AN INVESTMENT IN A LIMITED LIABILITY COMPANY INVOLVES A HIGH DEGREE OF RISK AND EACH MEMBER UNDERSTANDS THAT THE MEMBER MAY LOSE ITS, HIS, HER OR ITS ENTIRE INVESTMENT AND THAT THERE CAN BE NO ASSURANCE THAT THE COMPANY WILL BE SUCCESSFUL IN ITS BUSINESS, THAT THE COMPANY WILL BE PROFITABLE OR THAT IT WILL BE ABLE TO REMAIN IN BUSINESS AS A GOING CONCERN.**

(l) The Members acknowledge that Harter Secrest & Emery LLP has solely represented the Company, Streamline and their affiliates in the preparation and negotiation of this Agreement. **THE MEMBERS ACKNOWLEDGED THAT NO INDEPENDENT COUNSEL HAS BEEN RETAINED BY THE COMPANY TO REPRESENT THE MEMBERSHIP INTERESTS OF THE MEMBERS. EACH MEMBER IS THEREFORE URGED TO CONSULT HIS OR HER OWN COUNSEL AS TO THE TERMS AND PROVISIONS OF THIS AGREEMENT.**

9.06 No Fiduciary Duties; Other Activities of Members. The Company is managed by the Manager. As a result, no Member owes any fiduciary duties to the Company or the other Members solely by reason of being a Member. Nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, and the Member shall not be accountable to the Company or to any Member with respect to that business or activity even if the business or activity competes with the Company's business. Each Member waives any rights such Member might otherwise have to share or participate in such other interest or activities of any other Member or any Member's Affiliates.

9.07 Contractual Obligation of Good Faith and Fair Dealing. A Member shall exercise any rights and discharge any duties to the Company and the other Members under this Agreement and the Act in a manner consistent with the contractual obligation of good faith and fair dealing.

9.08 Related Transactions of other Members. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms and shall be approved in advance by the affirmative vote of Members holding at least a majority Interest.

9.09 No Personal Liability. Except as provided in Sections 6.05, no Member shall, solely by virtue of being a Member, be personally liable for any debts, liabilities, obligations, or losses of the Company beyond their respective Capital Contributions, whether arising in contract, tort or otherwise, including under a judgment, decree, or order of a court.

9.10 Indemnification.

(a) **Indemnification of Investor Member.** The Company and Streamline shall, jointly and severally, indemnify, defend, and hold harmless Investor Member and its members, managers, officers, directors, principals, employees, agents, representatives, and Affiliates from and against any and all costs, expenses (including, but not limited to, reasonable attorney's fees), damages, or liabilities incurred by Investor Member, which may arise out of or relate to any costs, expenses, damages or liabilities incurred in connection with the Project, Streamline's gross negligence, willful misconduct, or malfeasance (provided that Streamline's obligations under this Section 9.10(a) will only relate to the portion of such costs, expenses, damages, or liabilities which exceeds any applicable insurance proceeds paid to the harmed party), Manager's breach of fiduciary duty to the Company, and Streamline's breach of its representations, warranties, or covenants made under this Agreement or the Project documents, except for claims arising from Investor Member's own gross negligence, willful misconduct, or malfeasance. Without limiting the generality of the foregoing, Streamline will, regardless of any negligence or fault on the part of Streamline, indemnify, defend and hold harmless Investor Member and its members, managers, officers, directors, principals, employees, agents, representatives, and Affiliates from and against any and all costs, expenses (including, but not limited to, reasonable attorney's fees), damages or liabilities incurred in connection with the use, generation, handling, production, transaction, disposal, presence, release or storage of any hazardous substance in, under or on the land or in the Project, or any violation of environmental laws.

(b) **Indemnification with Respect to Third Party Actions.** To the full extent permitted by the laws of the State, as they exist on the date hereof or as they may hereafter be amended, the Company shall indemnify, defend and hold harmless any Member, Manager, and their Affiliates officers, directors, members, managers, owners, principals, employees, agents, and their representatives who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) (collectively, "**Indemnified Party**") against expenses (including reasonable attorneys' fees), judgments, fines, taxes, penalties, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if, with respect to an Indemnified Party, he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and, with respect to a Manager, it acted in a manner consistent with its fiduciary duties and, with respect to any criminal action or proceeding, such Indemnified Party had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding, by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that such person (i) did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interests of the Company, (ii) with respect to a Manager, Manager also did not act in a manner

consistent with its fiduciary duties and, (iii) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(c) **Indemnification with Respect to Actions by or in the Right of the Company.** The Company shall indemnify, defend and hold harmless any Indemnified Party who was or is a party or is threatened to be made a party to any threatened, pending or completed proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a Member, whether acting as a Member, employee or other agent of the Company, against expenses (including reasonable attorneys' fees), judgments, fines, taxes, penalties, and amounts paid in settlement actually and reasonably incurred by such person in connection with such proceeding if, with respect to an Indemnified Party, he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and, with respect to a Manager, it also acted in a manner consistent with its fiduciary duties. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for gross negligence or willful misconduct in the performance of its duty to the Company, unless and only to the extent that it is determined upon application in the proceeding in which such claim was brought that, despite the adjudication of liability, such person is in view of all the circumstances of the case, fairly and reasonably entitled to indemnity for such expenses so determined. Any indemnification under this Section 9.10(c) (unless ordered in such proceeding) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth in this Section 9.10(c). Such determination shall be made: (i) by independent legal counsel in a written opinion, or (ii) by the Members owning a majority interest (determined without regard to any Member seeking indemnity).

(d) **Reimbursed Expenses**. Notwithstanding any other provision of this Section 9.10, the Company shall pay or reimburse expenses incurred by an Indemnified Party in connection with such Indemnified Party's appearance as a witness or other participation in a proceeding involving or affecting the Company at a time when the Indemnified Party is not a named defendant or respondent in the proceeding.

(e) **Insurance**. Manager may cause the Company to purchase and maintain insurance, at the Company's expense, on behalf of the Indemnified Parties, as he shall reasonably determine, against any liability that may be asserted against, or any expense that may be incurred by, such Indemnified Parties in connection with the activities of the Company and/or the actions or omissions of the Indemnified Parties, regardless of whether the Company would have the power to indemnify such person against such liability under this Section 9.10 or under applicable law.

(f) **Indemnification Provided in This Section Non-Exclusive**. The indemnifications provided by this Section 9.10 shall not be exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Member or Manager and shall inure to the benefit of the heirs, executors and administrators of such person. No amendment, alteration, change or repeal of or to this Agreement shall deprive any person of any rights under this Section 9.10 with respect to any act or omission of such person occurring prior to such amendment, alteration, change, addition or repeal.

(g) **Certain Transactions**. Subject to Section 9.10(a) and (b), an Indemnified Party shall not be denied indemnification in whole or in part because the Indemnified Party had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

ARTICLE X
ALLOCATIONS AND DISTRIBUTIONS

10.01 Allocations

(a) **Allocation of Profits and Capital Proceeds.** Except as provided in subparagraphs (c), (d), (f), and (g) of this Section, all Profits and Capital Proceeds for each Fiscal Year shall be allocated to the Members as follows:

(i) First, to the Members in an amount necessary to restore all Losses allocated to such Members pursuant to Section 10.01(b) in the same proportions as such Losses were previously allocated to such Members and in the order in which they were so previously allocated; and

(ii) Second, to the Members, in an amount equal the aggregate amounts distributed to the Members pursuant to Section 10.02.

(b) **Allocation of Losses.** Subject to Section 10.01(c) hereof, Losses for each Fiscal year shall be allocated to the Members as follows:

(i) to the Members, in proportion and to the extent of all previous allocations of Profits made to the Members pursuant to Section 10.01(a).

(ii) to the Members, in proportion and to the extent of their respective positive Capital Account balances, until such balances are reduced to zero.

(iii) to the Members, in accordance with their then Percentage Interests.

(c) **Loss Limitation.** Losses allocated pursuant to Section 10.01(b) hereof shall not exceed the maximum amount of Losses that can be allocated without causing any Member to have a negative Modified Capital Account Balance at the end of any Fiscal Year. In the event some but not all of the Members would have a negative Modified Capital Account Balance as a consequence of an allocation of Losses pursuant to Section 10.01(b) hereof, the limitation set forth in this Section 10.01(c) shall be applied on a Member by Member basis and Losses not allocable to any Member as a result of such limitation shall be allocated to the other Members in proportion to the positive Modified Capital Account Balances of such other Member's Capital Accounts so as to allocate the maximum permissible Losses to the Members under Regulations Section 1.704-1(b)(2)(ii)(d).

(d) **Special Allocations.** All capitalized terms used in this Section not otherwise defined in this Agreement have the meaning set forth in the Regulations promulgated pursuant to Code Section 704. The following special allocations will be made in the following order:

(i) **Property Contributions or Revaluations.** In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company or revalued in accordance with (A) Regulation 1.704-1(b)(2)(iv)(f) or, (B) in connection with a non-liquidating distribution in accordance with Regulation 1.704-1(b)(2)(iv)(m) (but only to the extent not otherwise revalued under Regulation 1.704-1(b)(2)(iv)(f)), shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Adjusted Book Value using the traditional method as described in the Regulations under Code Section 704(c) unless an alternative method permitted

by such Regulations is selected by the Manager in its sole and absolute discretion. Any elections or decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Any decision to revalue Company property in accordance with Regulation 1.704-1(b)(2)(iv)(f) or (m) shall be made by the Manager in its sole and absolute discretion.

(ii) **Minimum Gain Chargeback**. Except as otherwise provided in Regulation Section 1.704-2(f), notwithstanding any other provision of this Section 10.01, if there is a net decrease in Partnership Minimum Gain during any taxable period, each Member will be specially allocated items of Company income and gain for the taxable period (and, if necessary, subsequent taxable periods) in an amount equal to that Member's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulation Section 1.704-2(g). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member. The items to be so allocated will be determined in accordance with Regulation Section 1.704-2(f)(6) and 1.704-2(j)(2). This subsection is intended to comply with the minimum gain chargeback requirement in Regulation Section 1.704-2(f) and shall be interpreted consistently with it.

(iii) **Partner Minimum Gain Chargeback**. Except as otherwise provided in Regulation Section 1.704-2(i)(4), notwithstanding any other provision of this Section 10.01, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any taxable period, each Member who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to the Partner Nonrecourse Debt, determined in accordance with Regulation Section 1.704-2(i)(5), will be specially allocated items of Company income and gain for the taxable period (and, if necessary, subsequent taxable periods) in an amount equal to that Member's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to the Partner Nonrecourse Debt, determined in accordance with Regulation Section 1.704-2(i)(4). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated will be determined in accordance with Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2). This subsection is intended to comply with the minimum gain chargeback requirement in Regulation Section 1.704-2(i)(4) and shall be interpreted consistently with it.

(iv) **Qualified Income Offset**. If any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain will be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Modified Capital Account Balance deficit of that Member as quickly as possible, provided that an allocation pursuant to this subsection will be made only if and to the extent that such Member would have a Modified Capital Account Balance deficit requiring elimination pursuant to the Regulations after all other allocations provided for in this Section 10.01 have been tentatively made as if this subsection were not in the Agreement.

(v) **Nonrecourse Deductions**. Nonrecourse Deductions for any taxable period will be specially allocated among the Members in proportion to their Percentage Interests.

(vi) **Partner Nonrecourse Deductions**. Any Partner Nonrecourse Deductions for any period will be specially allocated to the Member who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which the Partner Nonrecourse Deductions are attributable in accordance with Regulation Section 1.704-2(i)(1).

(vii) **Section 754 Adjustments.** To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m)(2) or Regulation Section 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 its Interests, the amount of the adjustment to Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases that basis) and that gain or loss will be specially allocated to the Members in accordance with their Percentage Interests in the event that Regulation Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom the distribution was made if Regulation Section 1.704-1(b)(2)(iv)(m)(4) applies.

(e) **Compliance with Regulations.** The provisions of this Agreement, relating to the maintenance of Capital Accounts are intended to comply with Regulation Section 1.7041(b), and must be interpreted and applied in a manner consistent with those Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed to comply with those Regulations, the Manager may make such modification, if it is not likely to have a material effect on the amounts distributable to any Member upon the dissolution of the Company. The Manager also shall make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q).

(f) **Allocation to Transferred Interests.** Items of Profit, Loss, and credits allocated to an Interest assigned during a Fiscal Year of the Company and distributions with respect thereto shall be allocated or distributed, as the case may be, to the Person who was the holder of such Interest during such Fiscal Year (i) on the basis of an interim closing or closings of the Company's books, (ii) in proportion to the number of days that each holder was recognized as the owner of the Interest during such Fiscal Year, (iii) or in any other reasonable manner selected by the Manager and permitted by Code Section 706.

(g) **Authority of Manager to Vary Allocations to Preserve and Protect Members' Interest.**

(i) It is the intent of the Members that each Member's distributive share of income, gain, loss, deduction or credit (or any item thereof) shall be determined and allocated in accordance with this Article X to the fullest extent permitted by Section 704(b) of the Code. In order to preserve and protect the determinations and allocations provided for in this Article X, Manager is hereby authorized and directed to allocate income, gain, loss, deduction or credit (or any item thereof) arising in any year differently than otherwise provided for in this Article X to the extent that allocating income, gain, loss, deduction or credit (or any item thereof) in the manner provided for in Article X would cause the determinations and allocations of each Member's distributive share of income, gain, loss, deduction or credit (or any item thereof) not to be permitted by Section 704(b) of the Code and the Regulations promulgated thereunder. Any allocation made pursuant to this Section 10.01(g) of this Agreement shall be deemed to be a complete substitute for any allocation otherwise provided for in this Article X, and no amendment of this Agreement or approval of any Member shall be required.

(ii) In making any allocation (the "**new allocation**") under Subsection 10.01(g) of this Agreement, Manager is authorized to act only if (i) the new allocation is necessary under Section 704(b) of the Code and the Regulations thereunder, and (ii) the new allocation is the minimum modification of the allocations otherwise provided for in this Article X necessary in order to assure that, either in the then current year or in any preceding year, each Member's distributive share of income, gain, loss, deduction or credit (or any item thereof) is determined and allocated in

accordance with this Article X to the fullest extent permitted by Section 704(b) of the Code and the Regulations thereunder.

(iii) If Manager is required by Section 10.01(g) of this Agreement to make any new allocation in a manner less favorable to the Investor Member than is otherwise provided for in this Article X, then Manager is authorized and directed, only if permitted by Section 704(b) of the Code, to allocate income, gain, loss, deduction or credit (or any item thereof) arising in later years in such manner so as to bring the allocations of income, gain, loss, deduction or credit (or any item thereof) to the Investor Member as nearly as possible to the allocations thereof otherwise contemplated by this Article X.

(iv) New allocations made by Manager under Sections 10.01(g)(i) and 10.01(g)(iii) of this Agreement in reliance upon the advice of the Accountants shall be deemed to be made pursuant to the fiduciary obligation of Manager to the Company and to the Member(s), and no such allocation shall give rise to any claim or cause of action by any Member.

10.02 Distributions.

(a) **Tax Distributions**. The Company shall distribute to each Member who is allocated taxable income pursuant to this Article X with respect to a Fiscal Year, an amount of cash equal to the product of (i) the net taxable income of the Company allocated to each such Member for such Fiscal Year multiplied by (ii) the highest federal and state income tax rate applicable to any Member (or the owners of any Member) as of such date of distribution, which tax rate shall be determined in good faith by the Manager. Distributions made under this Section 10.02(a) shall be made annually, or at the discretion of the Manager, in more regular quarterly intervals (based on the Manager's good faith estimate at such time of the Company's net taxable income for the Fiscal Year or quarter to which such distribution relates). To the extent the Company does not have sufficient funds and thereby is unable to pay the full amount of any distribution otherwise payable pursuant to this Section 10.02(a), the Company shall distribute the amount of such shortfall to the Members (pro rata, in accordance with the amount of any such shortfall then owing to such Members) as promptly thereafter as such funds become available.

(b) **Cash Distributions**. For each Fiscal Year, except to the extent prohibited by any restrictions imposed by the Company's lenders, the Company shall distribute all Net Cash Flow and Capital Proceeds to the Members in the following order of priority:

(i) First, to the Investor Member, on a quarterly basis until the Investor Member has received an amount equal to the Preferred Return on its Unreturned Capital, provided that Investor Member has contributed Investor Member's Capital Contribution to the Company and, if not, then Section 10.02(b)(i) shall not be applicable until such time Investor Member has contributed Investor Member's Capital Contribution to the Company;

(ii) Second, to the Investor Member, until the Investor Member has received an amount equal to its Unreturned Capital, provided that Investor Member has contributed Investor Member's Capital Contribution to the Company and, if not, then Section 10.02(b)(ii) shall not be applicable until such time Investor Member has contributed Investor Member's Capital Contribution to the Company;

(iii) Third, to Streamline, until Streamline has received an amount equal to its Unreturned Capital; and

(iv) Thereafter, to all Members, pro rata, in proportion to their respective Percentage Interests.

10.03 Tax Withholdings. Any amount required to be paid by the Company for or with respect to any Member on account of any required withholding or other tax payment with respect to the income, profits or distributions of the Company pursuant to the Code, the Regulations, or any state or local statute, regulation or ordinance requiring such payment (each a "**Withholding Tax Act**") shall be treated as a distribution to the Member for all purposes of this Agreement. To the extent that the amount required to be remitted by the Company under a Withholding Tax Act exceeds the amount then otherwise distributable to the Member, the excess shall constitute a loan from the Company to the Member (a "**Tax Payment Loan**"). Each Tax Payment Loan shall bear interest, from the date that the Company makes the payment to the relevant taxing authority, at the applicable Federal short-term rate under Code section 1274(d)(1), determined and compounded semiannually. So long as any Tax Payment Loan or the interest thereon remains unpaid, the Company shall make future distributions due to the applicable Member under this Agreement by applying the amount of any such distribution first to the payment of any unpaid interest on all Tax Payment Loans of the Member and then to the repayment of the principal of all Tax Payment Loans of the Member. The Members shall take all actions necessary to enable the Company to comply with the provisions of any Withholding Tax Act applicable to the Company and to carry out the provisions of this subsection. Manager shall notify the affected Member when any tax payment is made pursuant to this Section 10.03.

10.04 Lot 3 Allocation. Notwithstanding anything to the contrary in this Agreement, any profits, credits, depreciation. gains, indebtedness, losses, liabilities and/or obligations of any kind in connection with the Company's ownership of Lot 3 shall be allocated to Streamline only, and Streamline shall be the sole Member to receive any profits, credits, depreciation and gains from the Company's ownership of Lot 3 and shall be the sole Member responsible for all indebtedness, losses, liabilities and obligations from the Company's ownership of Lot 3. Investor Member acknowledges and agrees that it has no interest in Lot 3 either directly or indirectly through its ownership of the Membership Interest in the Company. Investor Member further acknowledges and agrees that Prilend, an affiliated entity of certain members of Investor Member, is providing a mortgage loan to the Company, which will encumber Lot 3 only and Streamline, not the Company, will be the sole obligor under the promissory note for the mortgage loan with Prilend.

ARTICLE XI
SALE, DISSOLUTION AND LIQUIDATION

11.01 Dissolution of the Company. The Company shall be dissolved upon:

(a) The sale or other disposition of all or substantially all of the assets of the Company;

(b) The Consent of the Members holding all of the outstanding Interests, which Consent shall not be unreasonably withheld;

(c) the entry of a decree of judicial dissolution by a court of competent jurisdiction, or

(d) The abandonment of the Project by the Company.

11.02 Winding Up and Distribution. (a) Upon the dissolution of the Company pursuant to Section 11.01 of this Agreement, (i) a certificate of dissolution or such other documents shall be filed in such offices within the State as may be required or appropriate, and (ii) the Company business shall be wound up and, after payment to creditors of the Company, including Members that are creditors, in satisfaction of all the debts, liabilities and obligations of the Company (other than liabilities for distributions

to Members), its assets liquidated as provided in this Section 11.02 and the net proceeds of such liquidation, except as provided in Section 11.02(b) of this Agreement, shall be distributed in accordance with Section 10.02 of this Agreement.

(b) It is the intent of the Members that, upon liquidation of the Company, any liquidation proceeds available for distribution to the Members be distributed in accordance with the Members' respective positive Capital Account balances and the Members believe that distributions under Section 10.02 of this Agreement will effectuate such intent. In the event that, upon liquidation, there is any conflict between a distribution pursuant to the Members' respective positive Capital Account balances and the intent of the Members with respect to distribution of proceeds as provided in Section 10.02 of this Agreement, Manager shall, notwithstanding the provisions of Sections 10.01(a) of this Agreement, allocate the Company's items of gains, losses and deductions among the Members in a manner that will effectuate the distribution of liquidation proceeds to the Members as provided in Section 10.02 to be in accordance with the Members' respective positive Capital Account balances.

(c) Manager shall file all certificates and notices of the dissolution of the Company required by law. Manager shall proceed without any unnecessary delay to sell and otherwise liquidate the Company's property and assets upon dissolution; provided, however, that if Manager shall determine that an immediate sale of part or all of the Company property would cause undue loss to the Members, then, in order to avoid such loss, Manager may, except to the extent required by the Act, defer such sale and liquidation as may be necessary to satisfy the debts and liabilities of the Company to Persons other than the Members. Upon the complete liquidation and distribution of the Company's assets, the Members shall cease to be Members of the Company, and Manager shall execute, acknowledge and cause to be filed all certificates and notices required by the law to terminate the Company.

(d) Upon the dissolution of the Company pursuant to Section 11.01 of this Agreement, the Accountants shall promptly prepare, and Manager shall furnish to each Member, a statement setting forth the assets and liabilities of the Company upon its dissolution. Promptly following the complete liquidation and distribution of the Company property and assets, the Accountants shall prepare, and Manager shall furnish to each Member, a statement showing the manner in which the Company assets were liquidated and distributed.

(e) **Post-Dissolution Actions**. Upon the filing of a certificate of dissolution, the existence of the Company shall cease, except for the purpose of lawsuits and other proceedings and appropriate action as provided in the Act. Manager shall have authority to distribute any Company property discovered after dissolution, convey real estate, and take such other action as may be necessary on behalf of and in the name of the Company.

ARTICLE XII
CONSENTS AND MEETINGS

12.01 Method of Giving Consent. Any Consent required by this Agreement may be given by a written Consent of the consenting Member and received by Manager at or prior to the doing of the act or thing for which the Consent is solicited.

12.02 Submissions to Members. Manager shall give the Members Notice of any proposal or other matter required by any provision of this Agreement or by law to be submitted for consideration and approval of the Members. Such Notice shall include any information required by the relevant provision or by law.

12.03 Meetings. Any action required to be taken by meeting may be accomplished by written consent in lieu of a meeting signed by the Members whose Interests are required for such action.

ARTICLE XIII
BOOKS AND RECORDS, ACCOUNTS

13.01 Books and Records. Except as otherwise specifically provided herein or as may be set forth in footnotes to the Company's financial statements, the books and records of the Company shall be maintained on an accrual basis in accordance with generally-accepted accounting principles. These and all other records and financial statements of the Company, including information relating to the status of the business of the Company and information with respect to the sale by Manager or any Affiliate of goods or services to the Company, shall be kept at the principal office of the Company and shall be available for examination there by any Member or its duly authorized representatives, at reasonable times upon reasonable notice to Manager. Any Member, or its duly authorized representative, upon paying the costs of collating, duplicating and mailing, shall be entitled to a copy of the list of names and addresses of the Members.

13.02 Bank Accounts. All funds of the Company not otherwise invested shall be deposited in the Company's name in one or more accounts maintained in such banking institutions as the Manager shall determine, and withdrawals shall be made only in the regular course of Company business on such signature or signatures as Manager may, from time to time, determine.

13.03 Accountants. The Manager shall cause the Accountants to annually compile the books of the Company, and the Accountants shall prepare such financial statements as the Manager shall determine.

13.04 Reports to Members. Manager shall furnish or shall cause to be furnished to the Members all such information as the Members may reasonably request from time to time with respect to the financial condition of the Company and such information as may be required pursuant to the requirements of any applicable governmental agencies and the financial and administrative affairs of the Company.

13.05 Members' Accounts. Separate Capital Accounts will be maintained for each Member.

ARTICLE XIV
TAXES

14.01 Tax Elections. The Manager shall, without any further consent of the Members being required (except as specifically required herein), make any and all elections for federal, state, local, and foreign tax purposes as it deems appropriate and in the best interest of the Company, provided, however, if a distribution as described in Section 734 of the Code occurs or if a transfer of a Membership Interest described in Section 743 of the Code occurs, upon the written request of any subject Member, the Manager shall elect to adjust the basis of the property of the Company pursuant to Section 754 of the Code, provided further, however, at the Manager's discretion, such requesting Member may be required to reimburse the Company for any reasonable additional administrative and accounting costs incurred as a result of such election as a precondition to the Company making such requested election.

14.02 Tax Status of the Company. The Manager covenants and agrees to use its best efforts to establish and maintain the classification of the Company as a partnership for federal income tax purposes and not as an association taxable as a corporation. Neither the Company, the Manager nor any Member may make an election for the Company to be excluded from the application of Subchapter K of Chapter 1

of Subtitle A of the Code or any similar provisions of applicable state law, and no provisions of this Agreement will be interpreted to authorize any such election.

14.03 Fiscal Year and Accounting Method. The Fiscal Year of the Company shall be the calendar year. The Company's books and records shall be maintained on the accrual basis. The Company may report its income for federal and state income tax purposes on the cash basis.

14.04 Tax Returns. The Manager shall cause the Accountants to annually prepare for execution by the Manager all tax returns of the Company.

14.05 Partnership Representative.

(a) Streamline is hereby designated and shall act as the "partnership representative" (the "**Partnership Representative**") for the Company, as that term is defined in Section 6223 of the Code (as in effect following the effective date of its amendment by Section 1101 of H.R. 1314, the "Bipartisan Budget Act of 2015" (the "**BBA**")) and the Company and the Members shall complete any necessary actions (including executing any required certificates or other documents) to effect such designation.

(b) The Members through the Partnership Representative shall make any and all decision on behalf of the Company respecting federal income tax returns and elections.

(c) The Partnership Representative shall consult with and obtain the approval of Members owning a majority of the ownership interests in the Company prior to making any and all elections or taking any and all actions that are available to be made or taken by the Partnership Representative under the BBA (including an election under Section 6226 of the Code as amended by the BBA and any elections or actions provided in the subsections below), and the Members shall take such actions requested by the Partnership Representative consistent with any such elections made and actions requested by the 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 BBA.

(d) For any year in which the Company is eligible to make the election in Section 6221(b) to opt out of Subchapter C of Chapter 63 of the Code (the "**BBA Opt Out Regime**"), Members shall cause the Company to timely make such election in accordance with the provisions set forth in Section 6221 of the BBA.

(e) No later than ten (10) business days after it has knowledge of any tax audit or tax proceeding, the Partnership Representative shall notify the Members of the existence of any such tax audit or tax examination of the Company. Each Member shall have the right to have a tax advisor of its own choosing participate in, but not direct, the prosecution or defense of such tax audit or tax examination at such Member's sole expense. The Partnership Representative shall make commercially reasonable efforts to facilitate such tax advisor's participation.

(f) If the Company pays any imputed adjustment amount under Code Section 6225 as amended by the BBA, the Company shall seek payment from the Members (including any former Member) to whom such liability relates, and each such Member (including any former Member) hereby agrees to pay such amount to the Company, and such amount shall not be treated as a Capital Contribution. Without reduction in the Member's (or former Member's) obligation under the preceding sentences of this Section, any imputed adjustment amount paid by the Company that is attributable to a Member (or former Member), and that is not paid by such Member shall be treated as a distribution to such Member (or former Member).

(g) To the extent that a portion of the tax liabilities imposed under Code Section 6225 as amended by the BBA relates to a former Member of the Company, the Company may require a former Member to indemnify the Company for its allocable portion of such tax. Each Member acknowledges that, notwithstanding the transfer or redemption of all or any portion of its Membership Interest, such Member may remain liable for tax liabilities with respect to its allocable share of income and gain of the Company for the Company's taxable years (or portions thereof) prior to such transfer or redemption.

(h) The obligations of each Member or former Member under the provisions of this Section shall survive the transfer or redemption by such Member of its Membership Interest and the termination or the dissolution of the Company.

(i) In the event of any controversy with the Internal Revenue Service or any other taxing authority involving the Company or any Member, the outcome of which may adversely affect the Company, directly or indirectly, or the amount of allocation of profits, gains, credits or losses of the Company to an individual Member, the Company may, at its option, incur expenses it deems necessary or advisable in the interest of the Company in connection with any such controversy, including, without limitation, attorneys and accountants fees.

ARTICLE XV
GENERAL PROVISIONS

15.01 Burden and Benefit. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto.

15.02 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State, without regard to conflicts of laws.

15.03 No Third Party Beneficiary. Except as otherwise specifically provided in this Agreement this Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

15.04 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all of the parties hereto, notwithstanding that all of the parties shall not have signed the same counterpart. For all purposes, a facsimile or other electronic version (e.g., a .pdf) of this executed Agreement is deemed to be an original.

15.05 Separability of Provisions. Each provision of this Agreement shall be considered separable and, if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or effect the other provisions of this Agreement which are valid.

15.06 Entire Agreement. This Agreement sets forth all (and is intended by all parties to be an integration of all) of the representations, promises, agreements and understandings among the parties hereto with respect to the Company, the Company business and the property of the Company, and there are no representations, promises, agreements or understandings, oral or written, express or implied, among them other than as set forth or incorporated herein.

15.07 Amendment. This Agreement may only be amended by a writing signed by both Members.

15.08 Waiver of July Trial. Each Member hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of such Member in the negotiation, administration, performance and enforcement hereof.

15.09 Consent to Jurisdiction. The Members (i) irrevocably submit to the exclusive jurisdiction of any federal or state court located in Monroe County, New York in any action arising out of this Agreement, (ii) agree that all claims in such action may be decided in such court, (iii) waive, to the fullest extent it may effectively do so, the defense of an inconvenient forum, and (iv) consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

15.10 Construction. Whenever the context requires, references in this Agreement to the singular number shall include the plural, and words denoting gender shall include the masculine, feminine and neuter.

15.11 Headings. The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of its provisions.

15.12 Waiver. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, that would have originally constituted a violation, from having the effect of an original violation

15.13 Further Action. Each Member agrees to execute, acknowledge and deliver such additional documents, and to take such further actions, as may reasonably be required from time to time to carry out each of the provisions and the intent of this Agreement, and every agreement or document relating hereto or entered into in connection herewith.

15.14 Enforcement Expenses. In the event any party to this Agreement incurs legal expenses to enforce, defend or interpret any provision of this Agreement, the prevailing party upon final adjudication by a court of competent jurisdiction will be entitled to recover from the other party such legal expenses, including reasonable attorneys' fees, costs of investigation, expert fees, costs and necessary disbursements, in addition to any other relief to which such party may be entitled.

[SIGNATURE PAGES TO FOLLOW]

MEMBERS:

STREAMLINE REAL ESTATE PARTNERS, LLC

By: _____
Name: Matthew Lester
Title: Manager

EMPIRE VENTURES MANAGEMENT LLC

By: _____
Name: John Rizzo
Title: Member

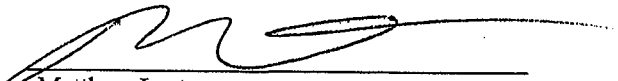
MANAGER:

STREAMLINE REAL ESTATE PARTNERS, LLC

By: _____
Name: Matthew Lester
Title: Manager

MEMBERS:

STREAMLINE REAL ESTATE PARTNERS, LLC

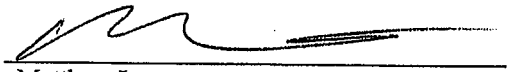
By: 
Name: Matthew Lester
Title: Manager

EMPIRE VENTURES MANAGEMENT LLC

By: _____
Name: _____
Title: _____

MANAGER:

STREAMLINE REAL ESTATE PARTNERS, LLC

By: 
Name: Matthew Lester
Title: Manager

SCHEDULE A

Members	Percentage Interests
Streamline Real Estate Partners, LLC	80.5%
Empire Ventures Management LLC	19.5%
	100%

Exhibit A
[Legal Description for Lot 2]

SUGGESTED DESCRIPTION
JOB NO. 2020040.33-R-LOT 2

June 25, 2021

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Manlius, Town of Manlius, County of Onondaga, State of New York, being part of Lot 86 in said Town and Village, bounded and described as follows:

COMMENCING at the intersection of the southeasterly line of lands conveyed to Constantine P. Assimon and Michael J. Assimon by deed recorded in the Onondaga County Clerk's Office in Liber 4168 of Deeds at page 133 with the northeasterly line of lands appropriated by the People of the State of New York recorded in the Onondaga County Clerk's Office in Liber 4764 of Deeds at page 898 Map No. 46, Parcel No. 23;

THENCE: Along the northeasterly line of said Map No. 46, Parcel No. 23, the following two (2) courses and distances:

1) N-39°-12'-36"-W, a distance of 130.63 feet to a point;
2) N-39°-36'-55"-W, a distance of 59.55 feet to the POINT OF BEGINNING;

THENCE: Along the northeasterly line of said Map No. 46, Parcel No. 23, the following two (2) courses and distances:

1) N-39°36'-55"-W, a distance of 8.27 feet to a point;
2) N-40°-28'-43"-W, a distance of 66.75 feet to a point;

THENCE: N-38°-41'-16"-W along the northeasterly line of New York State Route 257, also known as Fayette Street, a distance of 36.00 feet to a point;

THENCE: N-50°-55'-07"-E, through said lands conveyed to Michael J. Assimon and Constantine P. Assimon by deed aforesaid, a distance of 325.80 feet to the northeasterly line of said Michael J. Assimon and Constantine P. Assimon lands;

THENCE: S-36°-37'-36"-E, along the northeasterly bounds of said Michael J. Assimon and Constantine P. Assimon lands by deed aforesaid, a distance of 111.10 feet to a point;

THENCE: S-50°-55'-07"-W, through said lands conveyed to Michael J. Assimon and Constantine P. Assimon by deed aforesaid, a distance of 319.59 feet to the POINT OR PLACE OF BEGINNING.

Exhibit B
[Legal Description for Lot 3]

SUGGESTED DESCRIPTION
JOB NO. 2020040.33 R-LOT 3

June 25, 2021

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Manlius, Town of Manlius, County of Onondaga, State of New York, being part of Lot 86 in said Town and Village, bounded and described as follows:

BEGINNING at the intersection of the southeasterly line of lands conveyed to Constantine P. Assimon and Michael J. Assimon by deed recorded in the Onondaga County Clerk's Office in Liber 4168 of Deeds at page 133 with the northeasterly line of lands appropriated by the People of the State of New York recorded in the Onondaga County Clerk's Office in Liber 4764 of Deeds at page 898 Map No. 46, Parcel No. 23;

THENCE: Along the northeasterly line of said Map No. 46, Parcel No. 23, the following two (2) courses and distances:

3) N-39°-12'-36"-W, a distance of 130.63 feet to a point;
4) N-39°-36'-55"-W, a distance of 59.55 feet to a point;

THENCE: N-50°-55'-07"-E, through said lands conveyed to Michael J. Assimon and Constantine P. Assimon by deed aforesaid, a distance of 319.59 feet to the northeasterly line of said Michael J. Assimon and Constantine P. Assimon lands;

THENCE: S-36°-37'-36"-E, along the northeasterly bounds of said Michael J. Assimon and Constantine P. Assimon lands by deed aforesaid, a distance of 95.40 feet to a point;

THENCE: S-19°-36'-46"-E, through said lands conveyed to Michael J. Assimon and Constantine P. Assimon by deed aforesaid, a distance of 169.57 feet to the southeasterly line of said Michael J. Assimon and Constantine P. Assimon lands;

THENCE: along the southerly bounds of said Michael J. Assimon and Constantine P. Assimon lands by deed aforesaid, the following two (2) courses and distances;

1) N-88°-49'-40"-W, a distance of 103.88 feet to a point;
2) S-51°-18'-22"-W, a distance of 176.18 feet to the POINT OR PLACE OF BEGINNING.

Exhibit C
[Subdivision Map depicting Lot 2 and Lot 3]