NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation
625 Broadway, 12th Floor, Albany, New York 12233-7011
P: (518) 402-9706 | F: (518) 402-9020
www.dec.ny.gov

RJ Capital Holdings LLC
Rudolph Abramov
215-15 Northern Boulevard
Bayside, NY 11361

MAR 01 2017

AVG Capital LLC
Rudolph Abramov
215-15 Northern Boulevard
Bayside, NY 11361

De Boulevard LLC
Rudolph Abramov
215-15 Northern Boulevard
Bayside, NY 11361

RE: Site Name: 107-02 Queens Boulevard
Site No.: C241196
Location of Site: 107-02 to 107-16 Queens Boulevard, Queens County, Queens, NY 11375

Dear Mr. Abramov,

To complete your file, attached is a fully executed copy of the Brownfield Cleanup Agreement for the 107-02 Queens Boulevard Site.

If you have any further questions relating to this matter, please contact the project attorney for this site, Karen Mintzer, Esq., NYS Department of Environmental Conservation, Office of General Counsel, One Hunters Point Plaza 47-40 21st Street Long Island City, NY 11101, or by email at karen.mintzer@dec.ny.gov.

Sincerely,

Robert W. Schick, P.E.
Director
Division of Environmental Remediation

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL §27-1401 *et seq.*

In the Matter of a Remedial Program for

BROWNFIELD SITE CLEANUP AGREEMENT
Index No. C241196-01-17

107-02 Queens Boulevard
DEC Site No.: C241196
Located at: 107-02 to 107-16 Queens Boulevard
Queens County
Queens, NY 11375

Hereinafter referred to as "Site"

by:

RJ Capital Holdings LLC
215-15 Northern Boulevard, Bayside, NY 11361

AVG Capital LLC
215-15 Northern Boulevard, Bayside, NY 11361

De Boulevard LLC
215-15 Northern Boulevard, Bayside, NY 11361

Hereinafter referred to as "Applicant"

WHEREAS, the Department of Environmental Conservation ("Department") is authorized to administer the Brownfield Cleanup Program ("BCP") set forth in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

WHEREAS, the Applicant submitted an application received by the Department on October 18, 2016; and

WHEREAS, the Department has determined that the Site and Applicant are eligible to participate in the BCP.

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Applicant Status

The Applicant, RJ Capital Holdings LLC, is participating in the BCP as a Volunteer as defined in ECL 27-1405(1)(b).

AVG Capital LLC, is participating in the BCP as a Volunteer as defined in ECL 27-1405(1)(b).

De Boulevard LLC, is participating in the BCP as a Volunteer as defined in ECL 27-1405(1)(b).

II. Tangible Property Tax Credit Status

The Site is located in a City having a population of one million or more and the Applicant has not requested a determination that the Site is eligible for tangible property tax credits. It is therefore presumed that the Site is not eligible for tangible property tax credits. In accordance with ECL § 27-1407(1-a), the Applicant may request an eligibility determination for tangible property tax credits at any time from application until the site receives a certificate of completion except for sites seeking eligibility under the underutilized category.

III. Real Property

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately 0.390 acres, a Map of which is attached as Exhibit "A", and is described as follows:

Tax Map/Parcel No.: 3238-44
Street Number: 107-02 to 107-16 Queens Boulevard, Queens
Owner: De Boulevard LLC

IV. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

1. Communication from Applicant shall be sent to:

Manfred Magloire
New York State Department of Environmental Conservation
Division of Environmental Remediation
One Hunters Point Plaza
47-40 21st Street
Long Island City, NY 11101
manfred.magloire@dec.ny.gov

Note: one hard copy (unbound) of work plans and reports is required, as well as one electronic copy.

Krista Anders (electronic copy only)
New York State Department of Health
Bureau of Environmental Exposure Investigation
Empire State Plaza
Corning Tower Room 1787
Albany, NY 12237
krista.anders@health.ny.gov

Karen Mintzer, Esq. (correspondence only)
New York State Department of Environmental Conservation
Office of General Counsel
One Hunters Point Plaza
47-40 21st Street
Long Island City, NY 11101
karen.mintzer@dec.ny.gov

2. Communication from the Department to Applicant shall be sent to:

RJ Capital Holdings LLC
Attn: Rudolph Abramov
215-15 Northern Boulevard
Bayside, NY 11361
rudy@rjcapny.com

AVG Capital LLC
Attn: Rudolph Abramov
215-15 Northern Boulevard
Bayside, NY 11361
rudy@rjcapny.com

De Boulevard LLC
Attn: Rudolph Abramov
215-15 Northern Boulevard
Bayside, NY 11361
rudy@rjcapny.com

B. The Department and Applicant reserve the right to designate additional or different addressees for communication on written notice to the other. Additionally, the Department reserves the right to request that the Applicant provide more than one paper copy of any work plan or report.

C. Each party shall notify the other within ninety (90) days after any change in the addresses listed in this paragraph or in Paragraph III.

V. Miscellaneous

A. Applicant acknowledges that it has read, understands, and agrees to abide by all the terms set forth in Appendix A - "Standard Clauses for All New York State Brownfield Site Cleanup Agreements" which is attached to and hereby made a part of this Agreement as if set forth fully herein.

B. In the event of a conflict between the terms of this BCA (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the terms of this BCA shall control.

C. The effective date of this Agreement is the date it is signed by the Commissioner or the Commissioner's designee.

DATED: MARCH 1, 2017

THIS BROWNFIELD CLEANUP AGREEMENT IS HEREBY APPROVED, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: _____

Robert W. Schick, P.E., Director
Division of Environmental Remediation

CONSENT BY APPLICANT

Applicant hereby consents to the issuing and entering of this Agreement, waives Applicant's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

RJ Capital Holdings LLC

By: _____

Title: member

Date: 2/10/2017

STATE OF NEW YORK)
) ss:
COUNTY OF QUEENS)

On the 10 day of February in the year 2017, before me, the undersigned, personally appeared Rudolf Abramov, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment

SHABRI D. GUPTE
Notary Public, State of New York
Registration #01GU6331633
Qualified In Queens County
Commission Expires Oct. 13, 2019

CONSENT BY APPLICANT

Applicant hereby consents to the issuing and entering of this Agreement, waives Applicant's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

AVG Capital LLC

By: _____

Title: member

Date: 2/10/2017

STATE OF NEW YORK)
) ss:
COUNTY OF QUEENS)

On the 10 day of February in the year 2017, before me, the undersigned, personally appeared Rudolf Abramov, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment

SHABRI D. GUPTE
Notary Public, State of New York
Registration #01GU6331633
Qualified In Queens County
Commission Expires Oct. 13, 2019

CONSENT BY APPLICANT

Applicant hereby consents to the issuing and entering of this Agreement, waives Applicant's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

De Boulevard LLC

By: _____

Title: member

Date: 2/10/2017

STATE OF NEW YORK)
) ss:
COUNTY OF QUEENS)

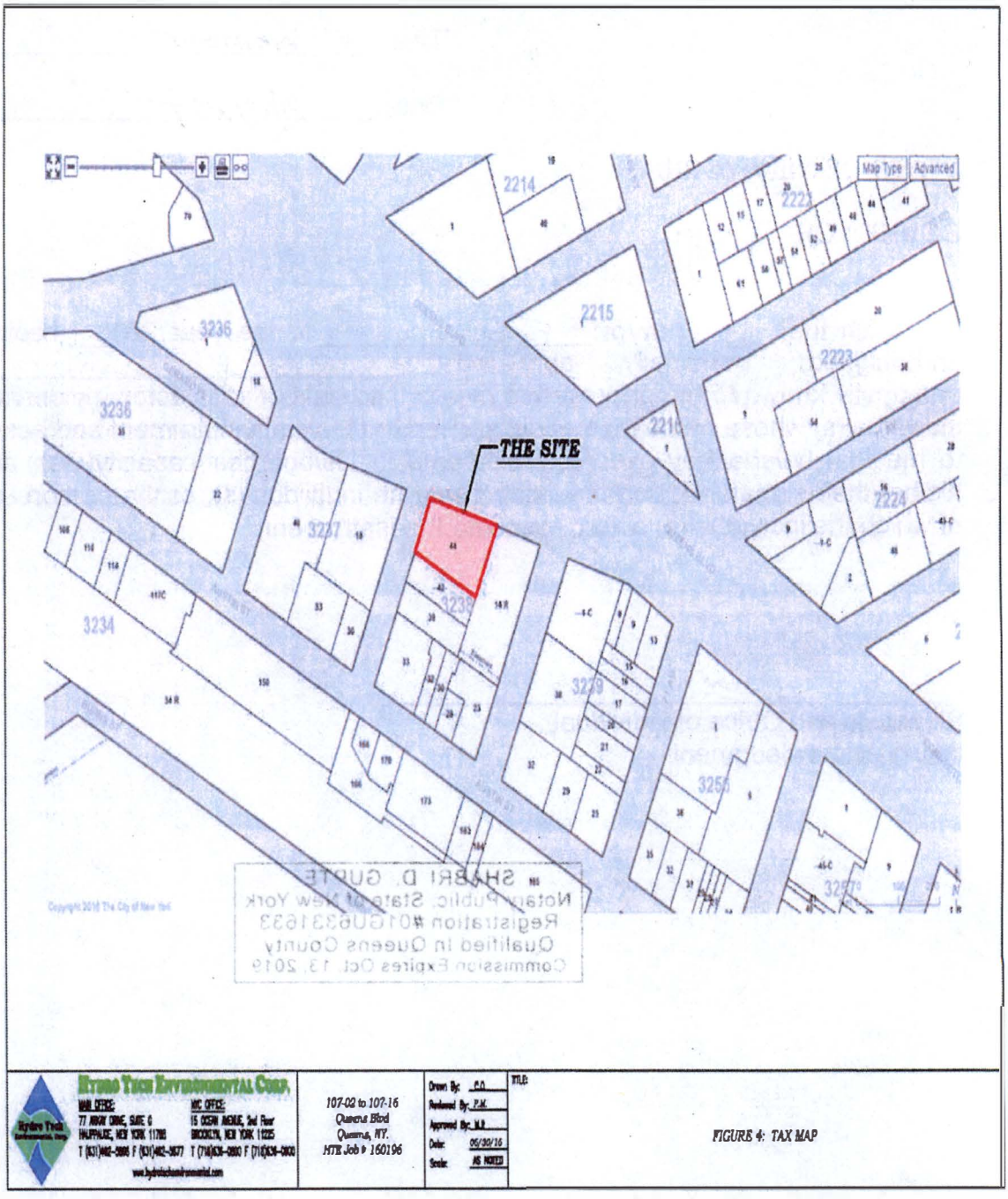
On the 10 day of February in the year 2017, before me, the undersigned, personally appeared Rudolf Abramov, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment

SHABRI D. GUPTE
Notary Public, State of New York
Registration #01GU6331633
Qualified In Queens County
Commission Expires Oct. 13, 2019

EXHIBIT A

SITE MAP



HYDRO TECH ENVIRONMENTAL CORP.
MAIN OFFICE:
77 ARKAY DRIVE, SUITE G
HAUPPAUGE, NEW YORK 11788
T (631)462-2696 F (631)462-2677
NYC OFFICE:
15 OCEAN AVENUE, 2nd Floor
BROOKLYN, NEW YORK 11225
T (718)636-2800 F (718)636-2800
www.hydrotechenvironmental.com

107-02 to 107-16
Queens Blvd
Queens, NY.
HTE Job # 160196

Drawn By: P.O.
Reviewed By: P.M.
Approved By: M.P.
Date: 05/30/16
Scale: AS NOTED

TITLE:

FIGURE 4: TAX MAP

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE BROWNFIELD SITE CLEANUP AGREEMENTS

The parties to the Brownfield Site Cleanup Agreement (hereinafter "BCA" or "Agreement") agree to be bound by the following clauses which are hereby made a part of the BCA. The word "Applicant" herein refers to any party to the Agreement, other than the New York State Department of Environmental Conservation (herein after "Department").

I. Citizen Participation Plan

Within twenty (20) days after the effective date of this Agreement, Applicant shall submit for review and approval a written citizen participation plan prepared in accordance with the requirements of Environmental Conservation Law (ECL) § 27-1417 and 6 NYCRR §§ 375-1.10 and 375-3.10. Upon approval, the Citizen Participation Plan shall be deemed to be incorporated into and made a part of this Agreement.

II. Development, Performance, and Reporting of Work Plans

A. Work Plan Requirements

The work plans ("Work Plan" or "Work Plans") under this Agreement shall be prepared and implemented in accordance with the requirements of ECL Article 27, Title 14, 6 NYCRR §§ 375-1.6(a) and 375-3.6, and all applicable laws, rules, regulations, and guidance documents. The Work Plans shall be captioned as follows:

1. "Remedial Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination within the boundaries of the Site and, if the Applicant is a "Participant", the extent of contamination emanating from such Site. If the Applicant is a "Volunteer" it shall perform a qualitative exposure assessment of the contamination emanating from the site in accordance with ECL § 27-1415(2)(b) and Department guidance;

2. "Remedial Work Plan" if the Work Plan provides for the development and implementation of a Remedial Program for contamination within the boundaries of the Site and, if the Applicant is a "Participant", the contamination that has emanated from such Site;

3. "IRM Work Plan" if the Work Plan provides for an interim remedial measure; or

4. "Site Management Plan" if the Work Plan provides for the identification and implementation of institutional and/or engineering controls as well as any necessary monitoring and/or operation and maintenance of the remedy.

5. "Supplemental" if additional work plans other than those set forth in II.A.1-4 are required to be prepared and implemented.

B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Agreement shall be submitted no later than thirty (30) days after the effective date of this Agreement. Thereafter, the Applicant shall submit such other and additional work plans as determined in a schedule to be approved by the Department.

2. Any proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities to be conducted in accordance with current guidance, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. The Department shall use best efforts in accordance with 6 NYCRR § 375-3.6(b) to approve, modify, or reject a proposed Work Plan within forty-five (45) days from its receipt or within fifteen (15) days from the close of the comment period, if applicable, whichever is later.

i. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be deemed to be incorporated into and made a part of this Agreement and shall be implemented in accordance with the schedule contained therein.

ii. If the Department requires modification of a Work Plan, the reason for such modification shall be provided in writing and the provisions of 6 NYCRR § 375-1.6(d)(3) shall apply.

iii. If the Department disapproves a Work Plan, the reason for such disapproval shall be provided in writing and the provisions of 6 NYCRR § 375-1.6(d)(4) shall apply.

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

C. Submission of Final Reports

1. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Report for an Investigation Work Plan prepared in accordance with ECL § 27-1411(1) and 6 NYCRR § 375-1.6. If such Final Report concludes that no remediation is necessary, and the Site does not meet the requirements for Track 1, Applicant shall submit an Alternatives Analysis prepared in accordance with ECL § 27-1413 and 6 NYCRR § 375-3.8(f) that supports such determination.

2. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Engineering Report certifying that remediation of the Site has been performed in accordance with the requirements of ECL §§ 27-1419(1) and (2) and 6 NYCRR § 375-1.6. The Department shall review such Report, the submittals made pursuant to this Agreement, and any other relevant information regarding the Site and make a determination as to whether the goals of the remedial program have been or will be achieved in accordance with established timeframes; if so, a written Certificate of Completion will be issued in accordance with ECL § 27-1419, 6 NYCRR §§ 375-1.9 and 375-3.9.

3. Within sixty (60) days of the Department's approval of a Final Report, Applicant shall submit such additional Work Plans as it proposes to implement. In addition, Applicant shall include with every report submitted to the Department a schedule for the submission of any subsequent work plan required to meet the requirements of ECL Article 27 Title 14. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Applicant, result in the termination of this Agreement pursuant to Paragraph XII.

D. Review of Submittals other than Work Plans

1. The Department shall timely notify Applicant in writing of its approval or disapproval of each submittal other than a Work Plan in accordance with 6 NYCRR § 375-1.6. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. If the Department disapproves a submittal covered by this Subparagraph, it shall specify the reason for its disapproval and may request Applicant to modify or expand the submittal. Within fifteen (15) days after receiving written notice that Applicant's submittal has been disapproved, Applicant shall elect in writing to either (i) modify or expand it within thirty (30) days of receipt of the written notice of disapproval; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Paragraph XII. If Applicant submits a revised submittal and it is disapproved, the Department and Applicant may pursue whatever remedies may be available under this Agreement or under law.

E. Department's Determination of Need for Remediation

The Department shall determine upon its approval of each Final Report dealing with the investigation of the Site whether remediation, or additional remediation as the case may be, is needed for protection of public health and the environment.

1. If the Department makes a preliminary determination that remediation, or additional remediation, is not needed for protection of public health and the environment, the Department shall notify the public of such determination and seek public comment in accordance with ECL § 27-1417(3)(f). The Department shall provide timely notification to the Applicant of its final determination following the close of the public comment period.

2. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, Applicant shall cause to be recorded an Environmental Easement in accordance with 6 NYCRR § 375-1.8(h).

3. If the Department determines that remediation, or additional remediation, is needed, Applicant may elect to submit for review and approval a proposed Remedial Work Plan (or modify an existing Work Plan for the Site) for a remedy selected upon due consideration of the factors set forth in ECL § 27-1415(3) and 6 NYCRR § 375-1.8(f). A proposed Remedial Work Plan addressing the Site's remediation will be noticed for public comment in accordance with

ECL § 27-1417(3)(f) and the Citizen Participation Plan developed pursuant to this Agreement. If the Department determines following the close of the public comment period that modifications to the proposed Remedial Work Plan are needed, Applicant agrees to negotiate appropriate modifications to such Work Plan. If Applicant elects not to develop a Work Plan under this Subparagraph then this Agreement shall terminate in accordance with Paragraph XII. If the Applicant elects to develop a Work Plan, then it will be reviewed in accordance with Paragraph II.D above.

F. Institutional/Engineering Control Certification

In the event that the remedy for the Site, if any, or any Work Plan for the Site, requires institutional or engineering controls, Applicant shall submit a written certification in accordance with 6 NYCRR §§ 375-1.8(h)(3) and 375-3.8(h)(2).

III. Enforcement

Except as provided in Paragraph V, this Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Applicant shall not suffer any penalty except as provided in Paragraph V, or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement as a result of a Force Majeure Event as described at 6 NYCRR § 375-1.5(b)(4) provided Applicant complies with the requirements set forth therein.

IV. Entry upon Site

A. Applicant hereby agrees to provide access to the Site and to all relevant information regarding activities at the Site in accordance with the provisions of ECL § 27-1431. Applicant agrees to provide the Department upon request with proof of access if it is not the owner of the site.

B. The Department shall have the right to periodically inspect the Site to ensure that the use of the property complies with the terms and conditions of this Agreement. The Department will generally conduct such inspections during business hours, but retains the right to inspect at any time.

C. Failure to provide access as provided for under this Paragraph may result in termination of this Agreement pursuant to Paragraph XII.

V. Payment of State Costs (Applicable only to Applicants with Participant Status)

A. Within forty-five (45) days after receipt of an itemized invoice from the Department, Applicant shall pay to the Department a sum of money which shall represent reimbursement for State Costs as provided by 6 NYCRR § 375-1.5 (b)(3)(i).

B. Costs shall be documented as provided by 6 NYCRR § 375-1.5(b)(3)(ii). The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C. Each such payment shall be made payable to the "Commissioner of NYSDEC" and shall be sent to:

Director, Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-7012

D. Each party shall provide written notification to the other within ninety (90) days of any change in the foregoing addresses.

E. If Applicant objects to any invoiced costs under this Agreement, the provisions of 6 NYCRR §§ 375-1.5 (b)(3)(v) and (vi) shall apply. Objections shall be sent to the Department as provided under subparagraph V.C above.

F. In the event of non-payment of any invoice within the 45 days provided herein, the Department may seek enforcement of this provision pursuant to Paragraph III or the Department may commence an enforcement action for non-compliance with ECL § 27-1409(2) and ECL § 71-4003.

VI. Liability Limitation

Subsequent to the issuance of a Certificate of Completion pursuant to this Agreement, Applicant shall be entitled to the Liability

Limitation set forth at ECL § 27-1421, subject to the terms and conditions stated therein and to the provisions of 6 NYCRR §§ 375-1.9 and 375-3.9.

VII. Reservation of Rights

A. Except as provided in Subparagraph VII.B, Applicant reserves all rights and defenses under applicable law to contest, defend against, dispute, or disprove any action, proceeding, allegation, assertion, determination, or order of the Department, including any assertion of remedial liability by the Department against Applicant, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Applicant's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or violation of law by Applicant, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

B. Notwithstanding the foregoing, Applicant hereby waives any right it may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site and releases the State and the New York Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that Applicant may have as a result of Applicant's entering into or fulfilling the terms of this Agreement.

VIII. Indemnification

Applicant shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless from any claim, suit, action, and cost of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Applicant prior to the Termination Date except for those claims, suits, actions, and costs arising from the State's gross negligence or willful or intentional misconduct by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. In the event that the Applicant is a Participant, this provision shall also include the Trustee of the State's Natural Resources. The Department shall provide Applicant with written notice no less than thirty (30) days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

IX. Change of Use

Applicant shall notify the Department at least sixty (60) days in advance of any change of use, as defined in ECL § 27-1425, which is proposed for the Site, in accordance with the provisions of 6 NYCRR § 375-1.11(d). In the event the Department determines that the proposed change of use is prohibited, the Department shall notify Applicant of such determination within forty-five (45) days of receipt of such notice.

X. Environmental Easement

A. Within thirty (30) days after the Department's approval of a Remedial Work Plan which relies upon one or more institutional and/or engineering controls, or within sixty (60) days after the Department's determination pursuant to Subparagraph II.E.2 that additional remediation is not needed based upon use restrictions, Applicant shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36 and 6 NYCRR § 375-1.8(h)(2). Applicant shall cause such instrument to be recorded with the recording officer for the county in which the Site is located within thirty (30) days after the Department's approval of such instrument. Applicant shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy within thirty (30) days of such recording (or such longer period of time as may be required to obtain a certified copy provided Applicant advises the Department of the status of its efforts to obtain same within such thirty (30) day period), which shall be deemed to be incorporated into this Agreement.

B. Applicant or the owner of the Site may petition the Department to modify or extinguish the Environmental Easement filed pursuant to this Agreement at such time as it can certify that the Site is protective of Public health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer or Qualified Environmental Professional as defined at 6 NYCRR § 375-1.2(ak) approved by the Department. The Department will not unreasonably withhold its consent.

XI. Progress Reports

Applicant shall submit a written progress report of its actions under this Agreement to the parties identified in Subparagraph III.A.1 of the Agreement by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Applicant in connection with this Site, whether under this Agreement or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion; unresolved delays encountered or anticipated that may affect the future schedule and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

XII. Termination of Agreement

Applicant or the Department may terminate this Agreement consistent with the provisions of 6 NYCRR §§ 375-3.5(b), (c), and (d) by providing written notification to the parties listed in Paragraph IV of the Agreement.

XIII. Dispute Resolution

A. In the event disputes arise under this Agreement, Applicant may, within fifteen (15) days after Applicant knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR § 375-1.5(b)(2).

B. All cost incurred by the Department associated with dispute resolution are State costs subject to reimbursement pursuant to Paragraph V of Appendix A of this Agreement, if applicable.

C. Notwithstanding any other rights otherwise authorized in law or equity, any disputes pursuant to this Agreement shall be limited to Departmental decisions on remedial activities. In no event shall such dispute authorize a challenge to the applicable statute or regulation.

XIV. Miscellaneous

A. If the information provided and any certifications made by Applicant are not materially accurate and complete, this Agreement, except with respect to Applicant's obligations pursuant to Paragraphs V, if applicable, and VII.B, and VIII, shall be null and void ab initio fifteen (15) days after the Department's notification of such inaccuracy or incompleteness or fifteen (15) days after issuance of a final decision resolving a dispute pursuant to Paragraph XIII, whichever is later, unless Applicant submits information within that fifteen (15) day time period indicating that the information provided and the certifications made were materially accurate and complete. In the event this Agreement is rendered null and void, any Certificate of Completion and/or Liability Limitation that may have been issued or may have arisen under this Agreement shall also be null and void ab initio, and the Department shall reserve all rights that it may have under law.

B. By entering into this Agreement, Applicant agrees to comply with and be bound by the provisions of 6 NYCRR §§ 375-1, 375-3 and 375-6; the provisions of such subparts that are referenced herein are referenced for clarity and convenience only and the failure of this Agreement to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Agreement.

C. The Department may exempt Applicant from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Agreement in accordance with 6 NYCRR §§ 375-1.12(b), (c), and (d).

D. 1. Applicant shall use "best efforts" to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Applicant's obligations under this Agreement, including all Department-approved Work Plans and the schedules contained therein. If, despite Applicant's best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Applicant shall promptly notify the Department and include a summary of the steps taken. The Department

may, as it deems appropriate and within its authority, assist Applicant in obtaining same.

2. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Applicant to modify the Work Plan pursuant to 6 NYCRR § 375-1.6(d)(3) to reflect changes necessitated by Applicant's inability to obtain such interest.

E. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Agreement.

F. 1. The terms of this Agreement shall constitute the complete and entire agreement between the Department and Applicant concerning the implementation of the activities required by this Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Applicant of its obligation to obtain such formal approvals as may be required by this Agreement. In the event of a conflict between the terms of this Agreement and any Work Plan submitted pursuant to this Agreement, the terms of this Agreement shall control over the terms of the Work Plan(s). Applicant consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Agreement.

2. i. Except as set forth herein, if Applicant desires that any provision of this Agreement be changed, Applicant shall make timely written application to the Commissioner with copies to the parties in Subparagraph IV.A.1 of the Agreement.

ii. If Applicant seeks to modify an approved Work Plan, a written request shall be made to the Department's project manager, with copies to the parties listed in Subparagraph IV.A.1 of the Agreement.

iii. Requests for a change to a time frame set forth in this Agreement shall be made in writing to the Department's project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Applicant promptly.

G. 1. If there are multiple parties signing this Agreement, the term "Applicant" shall be read in the plural, the obligations of each such party under this Agreement are joint and several, and the insolvency of or failure by any Applicant to implement any obligations under this Agreement shall not affect the obligations of the remaining Applicant(s) under this Agreement.

2. If Applicant is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Agreement are joint and several and the insolvency or failure of any general partner to implement any obligations under this Agreement shall not affect the obligations of the remaining partner(s) under this Agreement.

3. Notwithstanding the foregoing Subparagraphs XIV.G.1 and 2, if multiple parties sign this Agreement as Applicants but not all of the signing parties elect to implement a Work Plan, all Applicants are jointly and severally liable for each and every obligation under this Agreement through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Applicants electing to perform additional work shall be jointly and severally liable under this Agreement for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Agreement relative to the activities set forth in such Work Plan(s). Further, only those Applicants electing to implement such additional Work Plan(s) shall be eligible to receive the Liability Limitation referenced in Paragraph VI.

4. Any change to parties pursuant to this Agreement, including successors and assigns through acquisition of title, is subject to approval by the Department, after submittal of an application acceptable to the Department.

H. Applicant shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL § 27-1421(6) and 6 NYCRR § 375-1.5(b)(5).

I. Applicant shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Agreement.

J. Applicant and Applicant's agents, grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Applicant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Applicant's responsibilities under this Agreement.

K. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

L. Applicant's obligations under this Agreement shall not be deemed to constitute any type of fine or penalty.

M. In accordance with 6 NYCRR § 375-1.6(a)(4), the Department shall be notified at least 7 days in advance of, and be allowed to attend, any field activities to be conducted under a Department approved work plan, as well as any pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; provided, however that the Department may be excluded from portions of meetings where privileged matters are discussed.

N. In accordance with 6 NYCRR § 375-1.11(a), all work plans; reports, including all attachments and appendices, and certifications, submitted by a remedial party shall be submitted in print, as well as in an electronic format acceptable to the Department.

O. This Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

COMPANY RESOLUTION AUTHORIZING RUDOLF ABRAMOV TO SIGN A BROWNFIELD CLEANUP AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

CERTIFIED RESOLUTION IN WRITING of De Boulevard LLC ("De Boulevard") dated this 9th day of February, 2017

WHEREAS, De Boulevard is a New York Limited Liability Company duly formed and operating under the laws of the State of New York; and

WHEREAS, Rudolf Abramov, on behalf of De Boulevard, has prepared an application to enter into a Brownfield Cleanup Agreement (the "BCA") with the New York State Department of Environmental Conservation (the "DEC") for a property located at 102-02 and 107-16 Queens Boulevard, Queens, New York (the "Site") for the purposes of obtaining regulatory oversight of environmental investigation and remedial activities at the Site under the New York State Brownfield Cleanup Program (the "BCP"); and

WHEREAS, DEC accepted De Boulevard's request for Site participation in the BCP as a Volunteer as defined in Environmental Conservation Law 27-1405(1)(b); and

WHEREAS, DEC provided a BCA for signature by an authorized representative of De Boulevard; and

WHEREAS, all Members of De Boulevard desire to authorize Rudolf Abramov to sign the BCA on De Boulevard's behalf

NOW, THEREFORE BE IT RESOLVED, De Boulevard, through its Members, hereby authorizes Rudolf Abramov to sign the BCA on De Boulevard's behalf and hereby ratifies all signatures necessary to effectuate all documents relating to the BCP.

In witness hereof, I have duly executed and adopted this Resolution, effective February 9, 2017.

De Boulevard LLC

AVG Capital, LLC, Member

By: Avi Matatov, AVG Manager

RJ Capital Holdings, LLC

By: Rudolf Abramov, RJC Manager

OPERATING AGREEMENT

OF

RJ CAPITAL HOLDINGS LLC

A New York Limited Liability Company

Daniel L. Daniels, Esq.
Wiggin and Dana LLP
30 Milbank Avenue
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OPERATING AGREEMENT

OF

RJ CAPITAL HOLDINGS LLC

A New York Limited Liability Company

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into effective for all purposes and in all respects as of October 22, 2012 by Rudolf Abramov and Iosif Abramov, as the "Manager" and Rudolf Abramov and Iosif Abramov as the "Members." Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the article entitled "Definitions."

WHEREAS, the Articles of Organization of the Company will be filed with the New York Department of State Division of Corporations and State Records; and

WHEREAS, the parties hereto desire to enter into an operating agreement for the Company on the terms and conditions herein set forth in accordance with the New York Limited Liability Company Act.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties agree as follows.

ARTICLE I

Formation of Company

A. **Formation of the Company.** The Company will be formed as a limited liability company under the Act by the filing of the Articles of Organization with the New York Department of State Division of Corporations and State Records. The Company shall accomplish all filing, recording, publishing and other acts necessary or appropriate for compliance with all requirements for the operation of the Company as a limited liability company under this Agreement and the Act and under all other laws of the state of New York

and such other jurisdictions in which the Manager determines that the Company may conduct business.

B. **Name.** The name of the Company is "RJ CAPITAL HOLDINGS LLC," as such name may be modified from time to time by the Manager in the exercise of the Manager's sole discretion.

C. **Business of the Company.** The business of the Company shall be the conduct of any business or activity that may be conducted by a limited liability company organized pursuant to the Act, including without limitation to invest in securities of every kind (including, without limitation, stocks, options, warrants, promissory notes secured by deeds of trust, bonds, and limited partnership interests), physical commodities and commodity futures, and ownership interests and indebtedness of every kind; to engage in other investment activities including, without limitation, investing in mutual funds, real estate and other investments that offer the opportunity for an appropriate return; to make direct investments or form partnerships, corporations or other entities for the purpose of making investments; and to engage in any and all activities related or incidental to the foregoing and to do all things necessary or convenient for accomplishment thereof.

D. **Powers of the Company.** The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law, which shall include but not be limited to, the following powers.

1. to sue and be sued, complain and defend, and participate in administrative or other proceedings, in its name;

2. to purchase, take, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or an interest in it, where situated;

3. to sell, convey, assign, encumber, mortgage, pledge, lease, exchange, transfers, and otherwise dispose of all or any part of its property and assets;

4. to lend money to and otherwise assist its Members and employees;

5. to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use, and deal in and with, shares or other interests in, or obligations of, other limited liability companies, domestic or foreign corporations, associations, general or limited partnerships or individuals, or

direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality, or of any instrumentality of any of them;

6. to make contracts and guarantees and incur liabilities, borrow money (at such rates of interest as the Company may determine), issue its notes, bonds and other obligations, and secure any of its obligations, by mortgage or pledge or all or any part of its property, franchises and income;

7. to lend money for its proper purposes, invest and reinvest its funds, and take and hold real property and personal property for the payment of funds so loaned or invested;

8. to conduct its business, carry on its operations and have and exercise the powers granted by the Act in any state, territory, district or possession of the United States, or in any foreign country;

9. to appoint agents of the Company and define their duties and fix their compensation;

10. to make and alter operating agreements, not inconsistent with its Articles of Organization or with the laws of the state of New York, for the administration and regulation of the affairs of the Company;

11. to indemnify a member or former member of the Company as provided in the Act;

12. upon dissolution as provided in this agreement, to cease its activities and surrender its Certificate of Organization;

13. to have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Company is organized; and

14. to become a member of a general partnership, limited partnership, joint venture or similar association, or any other limited liability company.

E. **Location of Principal Place of Business**. The location of the principal place of business of the Company shall be 2 West 45th Street, Suite 1506, New York, New York 10036. Upon compliance with the applicable legal requirements, the Manager may change the principal place of business to such other location or locations as the Manager may determine to be reasonably convenient for the Manager. In addition, the Company may maintain such other offices as the Manager may deem advisable at any other place or places.

F. **Registered Agent.** The registered agent for the Company shall be that Person and location reflected in the Articles of Organization as filed in the office of the New York Department of State Division of Corporations and State Records, or upon compliance with the applicable legal requirements, such other registered office as the Manager may designate from time to time.

G. **Term.** The term of the Company shall be perpetual, unless the Company is earlier dissolved and terminated in accordance with the provisions of this Agreement.

ARTICLE II

Definitions

"Act" means the New York Limited Liability Company Act, N.Y. LLC Law Ch. 34 Sections 101 to 114, as in effect on the date hereof and as it may be amended hereafter from time to time.

"Additional Member" means any Member admitted to the Company as an additional Member pursuant to the article entitled "Powers, Rights and Duties of Members."

"Agreement" means this Operating Agreement, as amended, modified or supplemented from time to time.

"Articles of Organization" means the Articles of Organization of the Company, as amended, modified or supplemented from time to time.

"Assigning Member" has the meaning set forth in the article entitled "Transfers of Interests by Members."

"Capital Account" means, with respect to each Member, the account established and maintained for the Member on the books of the Company in compliance with Treasury Regulation §§1.704-1(b)(2)(iv) and 1.704-2, as amended. Subject to the preceding sentence, each Member's Capital Account shall initially equal the amount of cash and the Contribution Value of any other property initially contributed by such Member to the Company. Throughout the term of the Company each Member's Capital Account will be (i) increased by the amount of (A) income and gains allocated to such Member pursuant to the article entitled "Allocation of Income and Losses", and (B) the amount of any cash or the Contribution Value of any property subsequently contributed by such Member to the Company, (net of liabilities secured by the contributed property that the Company is considered to assume or take subject to Code §752)

and (ii) decreased by the amount of (A) losses and deductions allocated to such Member pursuant to the article entitled "Allocation of Income and Losses", and (B) the amount of distributions in cash and the value (as determined by the Manager) of property (net of liabilities secured by the property that such Member is considered to assume or take subject to Code §752) distributed to such Member.

"Capital Contribution" means the amount of cash or the Contribution Value of property contributed or deemed to be contributed to the Company by a Member pursuant to the article entitled "Capital Contributions."

"Class A Member" means any member who owns Class A Units.

"Class A Units" has the meaning set forth in Section A of Article III.

"Class B Member" means any member who owns Class B Units.

"Class B Units" has the meaning set forth in Section A of Article III.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any succeeding law).

"Company" means the limited liability company formed by the filing of the Articles of Organization and governed by this Agreement under the name "RJ CAPITAL HOLDINGS LLC."

"Contribution Value" means the fair market value as reasonably determined by the Manager of property (other than cash) contributed by a Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to Code Sec. 752).

"Fiscal Year" means the calendar year; provided, however, that the first Fiscal Year of the Company shall begin on the date the Articles of Organization are filed with the Secretary of State and end on December 31 of that same year and the last Fiscal Year of the Company shall end on the date on which the Company is terminated.

"Indemnified Party" has the meaning set forth in the article entitled "Powers, Rights and Duties of Manager."

"Interest," when used in reference to an interest in the Company, means the entire ownership interest of a Member in the Company at any particular time.

"Manager" has the meaning set forth in the forepart of this Agreement.

"Membership Percentage of Units" means, with respect to any Member the Membership Percentage of Units set forth in Annex A.

"Liquidator" has the meaning set forth in the section entitled Dissolution of Company; Liquidation and Distribution of Assets."

"Net Income" and "Net Loss," respectively, mean the income or loss of the Company as determined in accordance with the method of accounting followed by the Company for Federal income tax purposes, including, for all purposes, any income exempt from tax and any expenditures of the Company which are described in Code Sec. 705(a)(2)(B); provided, however, that if any property is carried on the books of the Company at a value that differs from that property's adjusted basis for tax purposes, gain, loss, depreciation and amortization with respect to such property shall be computed with reference to the book basis of such property, consistently with the requirement of Treasury Regulation §1.704-1(b)(2)(iv)(g); and provided, further, that any item allocated under the section entitled "Allocation of Income and Losses" hereof shall be excluded from the computation of Net Income and Net Loss.

"Person" means any individual, partnership, limited liability company, corporation, trust or other entity.

"Substituted Member" means any Person admitted to the Company as a substituted Member pursuant to the article entitled "Transfers of Interests by Members,"

"Tax Matters Member" has the meaning set forth in the article entitled "Powers, Rights and Duties of Manager."

"Transfer," "Transferee," "Transferor" and "Permitted Transferee" have the respective meanings set forth in the article entitled "Transfers of Interests by Members."

"Reg." means regulations promulgated under the Code by the Department of the Treasury of the United States of America.

"Units" has the meaning set forth in Section A of Article III.

ARTICLE III

Capital Contributions

A. **Capital Contributions.** As of the date hereof, each Person listed on Annex A hereto has contributed to the capital of the Company and are admitted as Class A or Class B Members in the Company and their ownership interests shall be represented by "Units." There

shall be initially authorized 1000 Units of which 10 Units shall be designated as "Class A Units" and 990 Units shall be classified as "Class B Units." The ownership of the Class A Units and the Class B Units is as set forth on Annex A.

B. **Allocation of Economic Interests.** Members shall (i) be allocated Net Profits or Net Losses as provided in Article IV and (ii) be entitled to receive distributions in accordance with Article V.

C. **Allocation of Voting Rights.** Class A Members shall have the right to vote on any matter relating to the Company, including without limitation the election of the Manager, dissolution of the Company, amendment of this Agreement, and for all other matters as provided for in this Agreement or in the Act. Class B Members shall not have the right to vote on any matter relating to the Company except that:

1. Class B Members shall be entitled to vote on any matter with respect to which the right to vote is specifically conferred upon Class B members pursuant to this Agreement; and

2. Class B Members shall be entitled to vote on any matter with respect to which the Act provides that an operating agreement may not eliminate a member's right to vote.

D. **Restrictions on Transfer.** The Units are subject to certain restrictions on transfer as provided for in Article IX.

E. **Additional Capital Contributions.** Any Member may make additional Capital Contributions at any time upon the unanimous consent of the Class A Members. Following any such additional Capital Contribution, the Units of each Member shall be adjusted in the manner provided in the article entitled "Allocation of Income and Losses."

F. **Interest on Capital Contributions.** No Member shall be entitled to interest on or with respect to any Capital Contribution. Notwithstanding the foregoing, a Member may make loans to the Company on such terms (including rate of interest) as shall be determined by the Manager.

G. **Withdrawal and Return of Capital Contributions.** No Member shall be entitled to withdraw any part of that Member's Capital Contribution or to receive any distributions from the Company without the unanimous consent of all Class A Members, except as expressly provided in this Agreement.

ARTICLE IV

Allocation of Income and Losses

A. **Allocation of Net Income and Net Loss.** Subject to the paragraphs entitled "Regulatory Provisions" and "Allocations for Income Tax Purposes," the Company's Net Income and Net Loss for each Fiscal Year shall be allocated to the Members in proportion to their Membership Percentage of Units.

B. **Regulatory Provisions.**

1. The Tax Matters Member shall modify the allocations provided for in the paragraph entitled "Allocation of Net Income and Net Loss" as they deem appropriate to comply with Reg. §§1.704-1(b) and 1.704-2. Without limiting the generality of the foregoing, the Tax Matters Member shall, prior to making any allocations required by the paragraph entitled "Allocation of Net Income and Net Loss," make any allocations required by the "minimum gain chargeback" provision of Reg. §1.704-2(f), the "chargeback of partner nonrecourse debt minimum gain" provision of Reg. §1.704-2(i)(4) and the "qualified income offset" provision of Reg. §1.704-1(b)(2)(ii)(d); in addition, Company losses, deductions or expenditures described in Code Sec. 705(a)(2)(B) attributable to a particular partner nonrecourse liability shall be allocated to the Member that bears the economic risk of loss for the liability in accordance with Reg. §1.704-2(i).

2. The Tax Matters Member shall limit allocations of Net Losses to any Member if such allocation would cause such Members' Capital Account balance, as increased for any deficit balance in its Capital Account which the Member is required to restore or is deemed required to restore as a result of its share of the Company's minimum gain (within the meaning of Reg. §§1.704(2)(g)(1) and (3)) and its share of partner nonrecourse debt minimum gain (within the meaning of Reg. §1.704(2)(i)(5)) and as decreased by the adjustments referred to in Reg. §§1.704-1(b)(2)(ii)(d)(4), (5) and (6), to be negative while any other Member's Capital Account balance (as so adjusted) is positive. The Tax Matters Member may also make allocations reasonably designed to offset allocations provided for in this section to the extent such allocations shall not be offset by other allocations provided for in this section. The Tax Matters Member may alter the Company's allocations of items entering into the computation of Net Income and Net Losses in the year in which the Company is liquidated to avoid any Member recognizing gain or loss pursuant to Code Sec. 731 on the liquidation of the Company.

3. Solely for purposes of adjusting Capital Accounts (and not for tax purposes), if any property is distributed in kind, the difference between the fair market value of the property and its book value at the time of distribution shall be treated as gain or loss recognized by the Company and allocated pursuant to the paragraph entitled "Allocation of Net Income and Net Loss."

4. Except to the extent otherwise required by the Code and Treasury Regulations, if an Interest or part thereof is transferred in any Fiscal Year, the items of income, gain, loss, deduction and credit allocable to the Interest for such Fiscal Year shall be apportioned between the transferor and the transferee in proportion to the number of days in such Fiscal Year the Interest is held by each of them, except that, if they agree between themselves and so notify the Company within 30 days after the transfer, then at their option and expense, (i) all items or (ii) extraordinary items, including capital gains and losses, may be allocated to the Person who held the Interest on the date such items were realized or incurred by the Company.

C. **Allocations for Income Tax Purposes.** The income, gains, losses, deductions and credits of the Company for Federal, state and local income tax purposes shall be allocated in the same manner as the corresponding items entering into the computation of Net Income and Net Losses were allocated pursuant to the paragraphs entitled "Allocation of Net Income and Net Loss" and "Regulatory Provisions", provided that solely for Federal, state and local income and franchise tax purposes and not for book or Capital Account purposes, income, gain, loss and deduction with respect to property properly carried on the Company's books at a value other than its tax basis shall be allocated in accordance with the requirements of Code Sec. 704(c) and Reg. §1.704-3.

D. **Withholding.** The Company shall comply with withholding requirements under Federal, state and local law and shall remit amounts withheld to and file required forms with the applicable jurisdictions. To the extent the Company is required to withhold and pay over any amounts to any authority with respect to distributions or allocations to any Member, the amount withheld shall be treated as a distribution in the amount of the withholding to that Member. In the event of any claimed over-withholding, Members shall be limited to an action against the applicable jurisdiction. If the amount withheld was not withheld from actual distributions, the Company may, at its option, (i) require the Member to reimburse the Company for such withholding or (ii) reduce any subsequent distributions by the amount of such withholding. Each

Member agrees to furnish the Company with any representations and forms as shall reasonably be requested by the Company to assist it in determining the extent of and in fulfilling its withholding obligations.

E. **Revaluation of Property.**

1. The assets of the Company shall be revalued on the books of the Company to equal their fair market values in accordance with Reg. §1.704-1(b)(2)(iv)(f) at the following times: (A) the day immediately preceding the acquisition of an additional Interest in the Company by any existing or new Member in exchange for more than a de minimis Capital Contribution to the capital of the Company pursuant to the articles entitled "Capital Contributions" Article and "Powers, Rights and Duties of Members"; (B) on the day of any withdrawal of more than a de minimis portion of the Capital Account pursuant to the article entitled "Distributions and Withdrawals" before taking into account such withdrawal; (C) the termination of the Company for Federal income tax purposes, including a dissolution of the Company or a termination pursuant to Code Sec. §708(b)(1)(B); and (D) the occurrence of any other event upon which the Manager believes such revaluation is appropriate. Upon revaluation of the Company's assets pursuant to this section, (i) the fair market value of the assets shall be determined by the unanimous agreement of all Members and (ii) each Member's Capital Account shall be adjusted as if such assets were sold for their fair market values and the Net Income and Net Losses recognized on such sale were allocated to the Members in accordance with the paragraph entitled "Allocation of Net Income and Net Loss."

2. Immediately following the occurrence of any event which has caused the revaluation of the assets of the Company pursuant to the paragraph entitled "Revaluation of Property, each Member's Membership Percentage of Units shall be adjusted to equal the percentage determined by dividing the balance in each Member's Capital Account immediately after such revaluation by the aggregate balance of all Members' Capital Accounts immediately after such revaluation.

3. For purposes of the paragraph entitled "Allocation of Net Income and Net Loss," the Fiscal Year in which the assets of the Company are revalued pursuant to the first paragraph of the section entitled "Revaluation of Property" shall be treated as two separate Fiscal Years, one beginning on the first day of the Fiscal Year and ending on the day of the revaluation and the other beginning on the day immediately following the revaluation and ending on the last

day of the Fiscal Year, and Net Income and Net Loss shall be allocated to the Members separately for each portion of the Fiscal Year based on operations for such portion of the year as reflected by a closing of the Company's books. Analogous divisions of the Fiscal Year into multiple Fiscal Years will be made if there be more than one revaluation of assets in any Fiscal Year.

ARTICLE V
Distributions and Withdrawals

A. **Distributions.** Subject to the section entitled "Withdrawal of Members; Dissolution of Company; Liquidation and Distribution of Assets," distributions of cash or property of the Company shall be made at such times and in such manner as shall be approved by the Manager. Any such distribution shall be made to the Members in proportion to their Membership Percentage of Units as of the day on which such distribution is made.

B. **Withdrawals of Capital Account Balance.** Subject to the section entitled "Withdrawal of Members; Dissolution of Company; Liquidation and Distribution of Assets," a Member may withdraw all or any portion of its Capital Account balance at such time or times and in such manner as shall be approved by the Manager, which consent may be granted or withheld in each Manager's sole discretion. Any Member withdrawing the entire balance of its Capital Account shall, upon the completion of such withdrawal, be deemed to have withdrawn from the Company pursuant to the section entitled "Withdrawal of Members; Dissolution of Company; Liquidation and Distribution of Assets."

ARTICLE VI
Books of Account

A. **Books and Records.** Proper and complete records and books of account shall be kept by the Manager in accordance with the Act in which shall be entered fully and accurately all transactions and other matters relative to the Company's business as are usually entered into records and books of account maintained by Persons engaged in businesses of a like character, including a Capital Account for each Member. The Company books and records shall be kept on such method of accounting as the Manager shall determine. The determinations of the Manager with respect to the treatment of any item or its allocation for Federal, state or local tax purposes

shall be binding upon all Members so long as that determination is not inconsistent with any express term of this Agreement. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the examination and inspection of the Members or their duly authorized representative for a proper purpose during reasonable business hours at the sole cost and expense of the inspecting or examining Member. The Company shall maintain at its office and make available to each Member or any designated representative of a Member a list of names and addresses of, and Interests owned by, all Members. The Company shall maintain at its registered office those books and records required to be kept pursuant to the applicable sections of the Act.

B. **Tax Returns.** The Company shall file a Federal income tax return and all other tax returns required to be filed by the Company for each Fiscal Year or part thereof, and shall provide, within ninety (90) days following the end of such Fiscal Year, to each Person who at any time during such Fiscal Year was a Member with a copy of the Company's Federal, state and local income tax or information returns.

ARTICLE VII

Powers, Rights and Duties of Members

A. **Limitations.** Other than as set forth in this Agreement, the Members shall not participate in the management or control of the Company's business nor shall they transact any business for the Company, nor shall they have the power to act for or bind the Company, said powers being vested solely and exclusively in the Manager. The Members shall have no interest in the properties or assets of the Company, or any equity therein, or in any proceeds of any sales thereof (which sales shall not be restricted in any respect), by virtue of acquiring or owning an Interest in the Company.

B. **Liability.** Subject to the provisions of the Act, no Member shall be liable for the repayment, satisfaction or discharge of any Company liabilities in excess of the balance of the Capital Account of such Member.

C. **Priority.** Except as set forth in the articles entitled "Allocation of Income and Losses" and "Distributions and Withdrawals," no Member shall have priority over any other Member as to Company allocations or distributions.

D. **Admission of Additional Members.** Any Person may be admitted to the Company as an Additional Member at any time with the unanimous consent of the Class A Members. Such Person shall make such Capital Contribution as the Class A Members shall determine. Upon admission of an Additional Member, the Membership Percentage of Units of each Member shall be adjusted in accordance with the section entitled "Allocation of Income and Losses".

E. **Votes of Members.** Except as otherwise specifically provided herein, matters subject to a vote by the Class A Members or the Class A and Class B Members shall require the unanimous vote of the Members in the class entitled to vote on that matter.

ARTICLE VIII

Powers, Rights and Duties of Manager

A. **Authority.** The Manager shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any such action shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. At any time that there are more than two persons serving as Manager, they shall act by majority.

B. **Powers and Duties of Manager.** Except as otherwise specifically provided herein, the Manager shall have all rights and powers in the management of the Company business to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement. Without limiting the generality of the foregoing, the Manager may appoint one or more investment advisers to manage the Company assets for the Company, any of which may also be affiliated with the Manager. Any such investment adviser may be given discretionary authority in the management of the Company's portfolio. If there is more than one person serving as Manager at any given time, they may delegate to any one such person specific duties and authority otherwise exercisable by the Manager (including, but not limited to, the duty and authority to open Company financial accounts and authorize payment of Company expenses).

C. **Expenses of the Company.** The Company shall pay, and the Manager shall not be obligated to pay, all expenses incurred by or on behalf of the Company. The Manager may, in

the Manager's discretion, advance funds to the Company for the payment of these expenses and shall be entitled to the reimbursement of any funds so advanced.

D. **Other Activities and Competition; Other Investments by the Manager and its Affiliates.** The Manager shall not be required to manage the Company as the Manager's sole and exclusive function. The Manager, the Manager's affiliates and agents, officers, directors and employees of the Manager and the Manager's affiliates may enter into transactions with the Company and may engage in or possess any interests in business ventures and may engage in other activities of every kind and description independently or with others in addition to those relating to the Company, including the rendering of advice or services of any kind to other investors and the making or management of other investments. Without limiting the generality of the foregoing, the Manager, the Manager's affiliates and any agent, officer, director or employee of the Manager or the Manager's affiliates may act as a director of any corporation, trustee of any trust, partner of any partnership or administrative officer of any business entity, and may receive compensation for service as a director, employee, advisor, consultant or manager with respect to, or participate in profits derived from, investments in or of any such corporation, trust, partnership or other business entity. The Members authorize, consent to and approve such present and future activities by such Persons, whether or not such activities may conflict with any interest of the Company or any of the Members or be competitive with the business of the Company or represent an opportunity that the Company might wish to engage in. Without limiting the generality of the foregoing, the Manager shall not have any obligation or responsibility to disclose or refer any such investments or other activities to the Company or any Member. Neither the Company nor any Member shall have any right by virtue of this Agreement or the partnership relationship created hereby in or to other ventures or activities of the Manager or the Manager's affiliates or to the income or proceeds derived therefrom.

E. **Liability.** Neither the Manager nor any of the Manager's affiliates nor any officer, agent or employee of the Manager or any of the Manager's affiliates shall be personally liable for the return of any portion of the Capital Contributions of the Members; the return of these Capital Contributions shall be made solely from assets of the Company. Neither the Manager nor any of its affiliates nor any officer, agent or employee of the Manager or any of the Manager's affiliates shall be required to pay to the Company or the Members any deficit in a

Member's Capital Account upon dissolution or otherwise. The Members shall not have the right to demand or receive property other than cash for their Interest.

F. **Indemnification.**

1. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was the Manager, employee or agent of the Company or is or was serving at the request of the Company as a manager, managing member, employee or agent of any other corporation or of a partnership, joint venture, trust or other enterprise (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as the Manager, employee or agent of the Company or in any other capacity while serving as the Manager, employee or agent of the Company, shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred by such indemnitee in connection therewith; provided, however, that except as provided in the section entitled "Powers, Rights and Duties of Manager" with respect to proceedings seeking to enforce rights to indemnification, the Company shall indemnify any such indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Class A Members.

2. The Company shall pay or reimburse the reasonable expenses incurred in defending any such action or proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, (i) in the case of the Manager, the Manager furnishes the Company with a written affirmation of a good faith belief that the standard of conduct described in the Act has been met, (ii) the indemnitee furnishes the Company a written general unlimited undertaking (hereinafter an "undertaking"), executed personally or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section and (iii) a determination is made by the Class A Members that the facts then known to such Members would not preclude indemnification under this section

3. If a claim under the article entitled "Powers, Rights and Duties of Manager" is not paid in full by the Company within thirty (30) days after a written claim has been received by the Company, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right of an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the Company shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the Act. Neither the failure of the Company (including its Manager, independent legal counsel or Members) to have made a determination prior to the commencement of such action that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Company (including its Manager, independent legal counsel or Members) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section shall be on the Company.

G. **Resignation of Manager.** Any Manager may resign at any time. The resignation must be made in writing and will take effect at the time specified in the written resignation. If no time is specified, the resignation will be effective at the time the Management receives it. Accepting a resignation is not necessary to make it effective unless the resignation expressly provides that it is necessary.

H. **Removal of Manager.** The Manager may be removed with the unanimous consent of the Class A Members. If the Class A Members remove the Manager, the Class A Members, by unanimous consent, may appoint a successor Manager who shall have all of the authority, rights and powers of the Manager under this Agreement; provided, however, that such successor Manager shall not be a person or entity which would be a related or subordinate party to any Member within the meaning of Code sec. 672(c). Any such successor Manager shall execute documentation satisfactory to all of the Members that such successor Manager is subject to all of the duties and obligations of the Manager hereunder.

I. **Tax Matters Member.**

1. For purposes of Code Sec. 6231(a)(7), the "Tax Matters Member" shall be Rudolf Abramov or, if Rudolf Abramov is no longer a Class A Member, another Class A Member appointed by the Manager as "Tax Matters Member," in each case for so long as such Member remains a Class A Member in the Company. The Tax Matters Member shall keep the Members fully informed of any inquiry, examination or proceeding with respect to any income tax matter involving the Company.

2. The Tax Matters Member shall promptly notify Members who do not qualify as "notice partners" within the meaning of Code Sec. 6231(a)(i) of the beginning and completion of an administrative proceeding at the Company level promptly upon such notice being received by the Tax Matters Member.

ARTICLE IX

Transfers of Interests by Members

A. **Transfer and Assignment of Members' Interests; Substituted Members.**

1. A Member may Transfer all or a portion of that Member's Interest in the Company (including any beneficial interest therein), provided the following conditions are met:

a. the Transferee executes documents reasonably satisfactory to the Manager pursuant to which the Transferee agrees to be bound by this Agreement and any amendments hereto;

b. the Transferee assumes, if so requested by the Company or by its Manager, the obligations, if any, of the Transferor to the Company;

c. all certificates or other instruments shall have been recorded or filed in the proper records of each jurisdiction in which such recordation or filing is necessary to qualify the Company to conduct business or to preserve the limited liability of the Members under the laws of the jurisdiction in which the Company is doing business; and

d. the Transferee represents, and, at the request of the Manager, furnishes to the Company an opinion of counsel satisfactory to the Manager, in form and substance satisfactory to the Manager, as to such matters as the Manager may reasonably request including, without limitation, that such Transfer (A) was made in accordance with and would not violate the Securities Act of 1933, as amended, or any other applicable Federal, state or local law; (B) would not require the Company to register as an investment company under the Investment Company Act of 1940, as amended; (C) would not jeopardize the status of the Company as a partnership or proprietorship for Federal income tax purposes or cause a termination of the Company pursuant to the then applicable provisions of the Act; (D) would not cause a termination of the Company under Code Sec. 708(b)(1)(B); and (E) would not cause the Company to be treated as a "publicly traded partnership" within the meaning of Code Sec. 7704.

2. Any Transfer by a Member (other than a transfer by gift or bequest to a Permitted Transferee) shall be subject to a right of first refusal as provided herein.

a. The Transferor shall give the Manager written notice of the proposed Transfer which shall state the name of the proposed Transferee, the portion of the Transferor's Interest proposed to be transferred, the proposed purchase price or, if none, the fair market value, as determined by all of the Members (without regard to this right of first refusal), of the Interest to be transferred, and any other material terms of such proposed Transfer. The Company shall, for a period of thirty (30) days after such notice is given, have the right to purchase such Interest at the proposed purchase price (or, if there is no proposed purchase price, at a price equal to the fair market value of the Interest proposed to be transferred (without regard to this right of first refusal)) or to assign such right or any portion thereof to such other Person or Persons as the Manager, in the exercise of sole discretion, shall determine.

b. In the event that the Company (or its assignee) shall exercise its right to acquire the Interest, then at closing the purchaser(s) shall deliver a non-negotiable promissory note in an original principal amount equal to the purchase price, payable in thirty (30) equal annual installments, commencing with the first anniversary date of closing and

bearing interest payable annually in arrears at the lowest rate which avoids the imputation of interest pursuant to Code Sec. 7872. The purchaser(s) may prepay the note in whole or in part, without penalty, but any partial payment shall be applied first against the installments due in inverse order of due date. A note substantially identical to the sample note attached hereto as Annex B shall be deemed to comply with this section.

3. Any purported Transfer pursuant to foreclosure action, court order or any other involuntary transfer shall be deemed to be a proposed Transfer for the purposes of this Article. In addition, the issuance by any court of a charging order against the Interest of any member shall be deemed to be a proposed Transfer for the purposes of this Article. An Interest subject to the involuntary transfer or charging order shall be deemed a Transfer subject to the right of first refusal described herein with a purchase price equal to the fair market value of the interest, as determined by an independent qualified appraiser selected by the Company. The independent appraiser shall determine the fair market value based on the price that would be agreed upon between a hypothetical willing buyer and a hypothetical willing seller for the Interest, neither party being under any compulsion to buy or sell and both having reasonable knowledge of all relevant facts which shall include one or more adjustments to reflect the extent to which the Interest lacks marketability and control of the Company. The cost of such appraisal shall be borne by the Company.

4. The Transferee of a Member's Interest in the Company may be admitted to the Company as a Substituted Member only upon the receipt of the written consent of the Manager and all of the Class A Members, which consent may be given or withheld in the sole discretion of the Manager and each such Member. Unless a Transferee of a Member's Interest in the Company is admitted as a Substituted Member under this section, the Transferee shall have none of the powers of a Member hereunder and shall only have such rights of an assignee under the Act as are consistent with the other terms and provisions of this Agreement. No Transferee of a Member's Interest shall become a Substituted Member unless such Transfer shall be made in compliance with this paragraph and the preceding two paragraphs. Notwithstanding the foregoing, a Permitted Transferee shall be admitted as a Substituted Member with respect to any portion of a Member's Interest transferred to such Permitted Transferee by gift.

5. Unless a Transferee of a Member's Interest becomes a Substituted Member, such Transferee shall have no right to obtain or require any information or account of

Company transactions, or to inspect the Company's books, or to vote on Company matters. Such a Transfer shall merely entitle the Transferee to receive the share of distributions, income and losses to which the transferring Member otherwise would be entitled.

6. All expenses incurred by the Company in connection with any Transfer or substitution of a Member pursuant to this section shall be paid by the Transferor prior to the time of the Transfer or substitution (including, without limitation, any fees and costs of the preparation, filing and publishing of any amendment to this Agreement or to the Articles, if any, and any legal and other fees, expenses and costs of any investigation and preparation, in connection with any action, proceeding or investigation related to any Transfer or attempted Transfer by a Member of a Member's Interest or in connection with the admission into the Company of the Transferee). The Transferor also will indemnify the Company and the Manager against any losses, claims, damages or liabilities to which any of them may become subject in connection therewith. The reimbursement and indemnity obligations of the Transferor under this paragraph shall be in addition to any liability which the Transferor may otherwise have, shall extend upon the same terms and conditions to the Company and the Manager, shall inure to the benefit of any successors and assigns of the Company and the Manager and shall survive any termination of this Agreement.

7. The Transfer of a Member's Interest and the admission of a Substituted Member shall not be cause for dissolution of the Company.

B. **Right to Treat Successor-in-Interest as Assignee.** Upon the death, disability, winding-up and termination (in the case of a Member that is a partnership or a corporation), termination (in the case of a Member that is a trust), withdrawal in contravention of the section entitled "Withdrawal of Members; Dissolution of Company; Liquidation and Distribution of Assets" or occurrence of an event described in the applicable sections of the Act with regard to a Member (the "Assigning Member"), the Manager shall have the right to treat the successor(s)-in-interest of the Assigning Member as assignees of the Interest in the Company of the Assigning Member, with only such rights of an assignee of a limited liability company interest under the Act as are consistent with the other terms and provisions of this Agreement and with no other rights under this Agreement. Without limiting the generality of the foregoing, the successor(s)-in-interest of the Assigning Member shall have only the rights to the allocations provided in the article entitled "Allocation of Income and Losses" and the distributions provided in the article

entitled "Distributions and Withdrawals". For purposes of this section, if the Assigning Member's Interest in the Company is held by more than one person (for purposes of this subsection, the "Assignees"), the Assignees by majority vote shall appoint one person with full authority to accept notices and distributions with respect to such Interest in the Company on behalf of the Assignees and to bind them with respect to all matters in connection with the Company or this Agreement.

C. **Transferees Bound by Agreement.** Any successor or Transferee of a Member hereunder shall be subject to and bound by all the provisions of this Agreement as if originally a party to this Agreement.

D. **Effect of Transfer.** Upon the Transfer of the entire Interest in the Company of a Member and effective upon the admission of such Member's Transferee(s) pursuant to the article entitled "Transfers of Interests by Members", the transferring Member shall be deemed to have withdrawn from the Company as a Member.

E. **Transfer.** "Transfer" means any sale, assignment, transfer, exchange, mortgage, pledge, guarantee, hypothecation or other transfer, absolute or as security or encumbrance.

F. **Permitted Transferee.** "Permitted Transferee" means any one or more of a Member, an immediate Family member of a Member, a trust established for the benefit of a Member or a Family member of a Member, or, upon such Member's death, to an executor or administrator of the estate of the deceased Member. A Member's "Family" includes any person whom, at the time of the permitted transfer, is such Member's natural or adoptive lineal ancestors or descendants, siblings or the descendants of siblings. "Permitted Transferee" shall also mean any partnership, limited liability company or other entity all of the beneficial interests of which are owned by Members or immediate Family members of the Members.

ARTICLE X

Withdrawal of Members; Dissolution of Company; Liquidation and Distribution of Assets

A. **Withdrawal of Members.** Except pursuant to the article entitled "Transfers of Interests by Members," no Member may withdraw from the Company without the unanimous consent of the Class A Members, which consent may be granted or withheld in their sole discretion. If a Member withdraws from the Company, such action shall be considered a breach of this Agreement, and the Company, in satisfaction of such breach, shall treat the withdrawn

Member as an assignee of such Member's Membership Interest. Any Member withdrawing in contravention of this section shall indemnify, defend and hold harmless the Company and all other Members from and against any losses, expenses, judgments, fines, settlements or damages suffered or incurred by the Company or any other Member arising out of or resulting from such withdrawal.

B. **Dissolution of Company.**

1. The Company shall be dissolved, wound up and terminated as provided herein upon the occurrence of the earliest of the following events:

a. the written consent of all Class A Members to dissolve the Company;

b. the entry of a judicial decree of dissolution of the Company as provided in the Act.

2. In the event of the dissolution of the Company for any reason, the Manager, or if the Manager has been removed by the Class A Members pursuant to the article entitled "Powers, Rights and Duties of Manager," then a liquidating agent or committee appointed by all of the Class A Members (the Manager or such Person or committee so designated hereinafter referred to as the "Liquidator"), shall begin to wind up the affairs of the Company and to liquidate the Company's assets. The Members shall continue to share all income, losses and distributions during the period of liquidation in accordance with the articles entitled "Allocation of Income and Losses" and "Distributions and Withdrawals". The Liquidator shall have full right and unlimited discretion to determine the time, manner and terms of any sale or sales of Company property pursuant to such liquidation, giving due regard to the activity and condition of the relevant market and general financial and economic conditions.

3. The Liquidator shall have all of the rights and powers with respect to the assets and liabilities of the Company in connection with the liquidation and termination of the Company that the Manager would have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidator is hereby expressly authorized and empowered to execute and file any and all documents (including Articles of Dissolution) necessary or desirable to effectuate the liquidation and termination of the Company and the transfer of any assets.

4. Notwithstanding the foregoing, a Liquidator which is not the Manager shall not be deemed a Member in or a successor manager of this Company and shall not have any of the economic interests in the Company of a Member; and such Liquidator shall be compensated for the Liquidator's services to the Company at normal, customary and competitive rates for the Liquidator's services to the Company as reasonably determined by all of the Members.

C. **Distribution in Liquidation.**

1. The Liquidator shall, as soon as practicable, wind up the affairs of the Company and sell and/or distribute the assets of the Company. The assets of the Company shall be applied in the following order of priority:

a. first, to creditors of the Company (including Members who are creditors to the extent permitted by law), in the order of priority provided by law.

b. second, to establish reserves reasonably adequate to meet any and all contingent or unforeseen liabilities or obligations of the Company, provided that at the expiration of such period of time as the Liquidator may deem advisable, the balance of such reserves remaining after the payment of such contingencies or liabilities shall be distributed as hereinafter provided.

c. third, to the Members in accordance with the article entitled "Distributions and Withdrawals."

2. If the Liquidator, in the exercise of sole discretion, determines that assets other than cash are to be distributed, then the Liquidator shall cause the fair market value of the assets not so liquidated to be determined. Such assets shall be retained or distributed by the Liquidator as follows:

a. the Liquidator shall retain assets having an appraised value, net of any liability related thereto, equal to the amount by which the net proceeds of liquidated assets are insufficient to satisfy the requirements of paragraphs 1. a above and 1. b above; and

b. the remaining assets shall be distributed to the Members in the same proportion as cash would be distributed to the Members pursuant to paragraph 1. c above.

3. If the Liquidator, in the exercise of sole discretion, deems it not feasible or desirable to distribute to each Member that Member's allocable share of each asset, the Liquidator may allocate and distribute specific assets to one or more Members, individually or as

tenants-in-common, as the Liquidator shall in good faith determine to be fair and equitable, taking into consideration, inter alia, the fair market value of the assets, the liens, if any, to which such property may be subject and the tax consequences of the proposed distribution to each of the Members (including both distributees and others if any). Any distributions in kind shall be subject to such conditions relating to the disposition and management thereof as the Liquidator deems reasonable and equitable.

D. **Rights of the Members.** Each of the Members shall look solely to the assets of the Company for all distributions with respect to the Company and such Member's Capital Contribution (including return thereof), and such Member's share of profits or losses thereof, and shall have no recourse therefore (upon dissolution or otherwise) against any Member. No Member shall have any right to demand or receive property other than cash upon dissolution and termination of the Company.

E. **Deficit Restoration.** Notwithstanding any other provision of this Agreement to the contrary, upon liquidation of a Member's Interest (whether or not in connection with a liquidation of the Company), no Member shall have any liability to restore any deficit in that Member's Capital Account. In addition, no allocation to any Member of any loss, whether attributable to depreciation or otherwise, shall create any asset of or obligation to the Company, even if such allocation reduces a Member's Capital Account or creates or increases a deficit in such Member's Capital Account; it is also the intent of the Members that no Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company (however, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, the Member is obligated to make any such payment, such obligation shall be the obligation of such Member and not of the Manager or of the Company). The obligations of the Members to make contributions pursuant to the article entitled "Capital Contributions" are for the exclusive benefit of the Company and not of any creditor of the Company; no such creditor is intended as a third-party beneficiary of this Agreement nor shall any such creditor have any rights hereunder, including without limitation the right to enforce any Capital Contribution obligation of the Members.

F. **Termination.** The Company shall terminate when all property owned by the Company shall have been disposed of and the assets shall have been distributed as provided in the article entitled "Withdrawal of Members; Dissolution of Company; Liquidation and

Distribution of Assets". The Liquidator shall then execute and cause to be filed Articles of Dissolution of the Company.

ARTICLE XI

Amendment of Agreement and Power of Attorney

A. **Approval of Amendments.** Amendments to this Agreement which do not adversely affect the right of the Members in any material respect may be made by the Manager without the consent of the Class A Members if those amendments are (i) of an inconsequential nature (as determined in good faith by the Manager), (ii) necessary to maintain the Company's status as a partnership or proprietorship according to Code Sec. 7701(a)(2), (iii) necessary to preserve the validity of any and all allocations of Company income, gain, loss or deduction pursuant to Code Sec. 704(b), or (iv) contemplated by this Agreement (including without limitation amendments in connection with the admission of new Members, making of additional Capital Contributions or withdrawal of a Member). Amendments to this Agreement other than those described in the foregoing sentence may be made only if embodied in an instrument signed by the Manager and all of the Class A and Class B Members. Any such supplemental agreement or amendment shall be adhered to and have the same effect from and after its effective date as if the same had originally been embodied in, and formed a part of, this Agreement. The Manager shall give written notice to all Members promptly after any amendment has become effective. Any amendment to this Agreement must be in writing.

B. **Amendment of Articles.** In the event this Agreement shall be amended pursuant to the article entitled "Amendment of Agreement and Power of Attorney", the Manager shall amend the Articles to reflect that change if they deem the amendment of the Articles to be necessary or appropriate.

C. **Power of Attorney.** Each Member hereby irrevocably constitutes and appoints the Manager (and the Liquidator) as the Member's true and lawful attorney-in-fact, with full power of substitution, in the Member's name, place and stead to make, execute, sign, acknowledge (including swearing to), record and file, on behalf of the Member and on behalf of the Company, the following:

1. The Articles and any other certificates or instruments which may be required to be filed by the Company or any of the Members under the laws of the state of New York and any other jurisdiction whose laws may be applicable;

2. Articles of Dissolution of the Company and such other instruments as may be deemed necessary or desirable by the holder of such power upon the termination of the Company; and

3. Any and all amendments of the instruments described in the article entitled "Amendment of Agreement and Power of Attorney," provided such amendments are either required by law to be filed or have been authorized by the Class A Members.

4. The foregoing grant of authority:

a. shall survive the delivery of an assignment by a Member of the whole or any portion of its Interest and any assignee of such Member does hereby constitute and appoint the aforesaid holders his attorney in the same manner and force and for the same purposes as does the assignor;

b. is a special power of attorney coupled with an interest, is irrevocable and shall survive the death or incapacity of the Member granting the power; and

c. may be exercised by the holder on behalf of a Member by a facsimile signature or by listing all of the Members executing any instrument with a single signature as attorney-in-fact for all of them.

ARTICLE XII

Miscellaneous

A. **Notices.** All notices and demands required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or by registered or certified mail to the addresses of the Members as shown from time to time on the records of the Company. Any Member may specify a different address by notifying the Manager in writing of that different address.

B. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties. It supersedes any prior agreement or understandings among them, and may be modified or amended only in writing as set forth herein.

C. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the state of New York.

D. **Effect.** Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and assigns.

E. **Pronouns and Number.** Wherever it appears appropriate from the context, each term stated in either the singular or the plural shall include the singular and the neuter shall include the masculine, feminine and neuter.

F. **Captions.** Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

G. **Partial Enforceability.** If any provision of this Agreement, or the application of that provision to any Person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of that provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

H. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and this Agreement may be executed by the affixing of the signatures of each of the Members to one of such counterpart signature pages. All of those counterpart signatures pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

Rudolf Abramov, Manager and Member

Iosif Abramov, Manager and Member

ANNEX A

TO

RJ CAPITAL HOLDINGS LLC OPERATING AGREEMENT

NAMES, ADDRESSES AND CAPITAL ACCOUNTS OF MEMBERS

Name and Address of Member	*Initial Units*	*Class*	*Membership Percentage of Units*
Rudolf Abramov c/o Abramov and Sons 2 West 45th Street, Suite 1506 NY, NY 10036	5	Class A Units	.5%
	495	Class B Units	49.5%
Iosif Abramov c/o Abramov and Sons 2 West 45th Street, Suite 1506 NY, NY 10036	5	Class A Units	.5%
	495	Class B Units	49.5%

ANNEX B

NON-NEGOTIABLE PROMISSORY NOTE

$ [Year]

[Town, State]

FOR VALUE RECEIVED, the undersigned [Purchaser] ("the Borrower"), hereby promises to pay to the order of [Seller] (the "Lender") the aggregate principal amount equal to _____ Dollars ($_____), together with interest on the unpaid principal amount hereunder, from time to time, at [applicable rate of interest] per Annum. Said principal and interest, in arrears, shall be payable in Annual installments of _____ Dollars ($), beginning one year from the date of this Note, and continuing on the same day of each year thereafter until all indebtedness evidenced by this Note (the "indebtedness") is paid in full, except that any remaining indebtedness, if not sooner paid, will be finally due and payable thirty (30) years from the date of this Note. Payments of interest and principal shall be made to the Lender at the address indicated above, or at such other address as Lender may specify. Any interest not paid within ten (10) days after it becomes payable shall be added to the outstanding indebtedness.

The Borrower shall have the right to prepay this Note in whole at any time, or in part, from time to time, without premium or penalty, but with interest accrued on the principal being paid to the date of such prepayment. During any period in which there is an outstanding event of default, as provided herein, including any period after judgment has been rendered on this Note, interest on unpaid balances hereunder shall thereafter be due and payable on demand of the Lender, at the interest rate per Annum equal to the applicable federal rate for "Demand Loans," as determined pursuant to section 7872 of the Internal Revenue Code of 1986.

Anything herein contained to the contrary notwithstanding, the maximum rate of interest payable with respect to the unpaid principal amount hereof shall not exceed the maximum rate allowable under such provisions of applicable law, as in effect from time to time.

In the event of the happening of any one or more of the following events, any one of which shall constitute an event of default ("Event of Default"): (a) default in the payment of principal or interest due hereunder when the same shall be due and payable and such default shall continue for ten (10) days after receipt by the Borrower of notice thereof; (b) any petition in bankruptcy being filed by or against the Borrower, or any proceedings in bankruptcy, or under any law or statute or jurisdiction relating to the relief of debtors, being commenced for the relief or readjustment of any indebtedness of the Borrower, either through reorganization, composition, extension, liquidation, dissolution or otherwise, provided that in the case of any petition filed or action commenced against the Borrower, such petition or proceeding has not been dismissed by a court of competent jurisdiction within sixty (60) days of the institution thereof; (c) the making by

the Borrower of an assignment for the benefit of creditors or the taking advantage by the same of any insolvency law; or (d) the appointment of a receiver, trustee, conservator or liquidator of any property of the Borrower; then, or at any time after the happening of any such Event of Default, the Lender or any subsequent holder of this Note, at its option, may, by written notice to the Borrower, declare the entire then unpaid principal amount of this Note and the interest accrued and unpaid thereon to be due and payable, whereupon five (5) days following delivery of such notice, the entire principal and accrued interest shall be immediately due and payable.

In case any one or more of the Events of Default specified above shall have happened, the Lender, or any subsequent holder of this Note, may proceed to protect and enforce its rights either by suit in equity and/or by action at law or by other appropriate proceedings.

This Note is not a negotiable instrument. The rights and benefits of the Lender hereunder shall not be assigned, exchanged, or otherwise transferred without the prior written consent of the Borrower, and any purported assignment, exchange or other transfer of this Note without such consent shall be void and of no effect.

The Note is intended to be a "Term Loan" which is not a "Below-Market Loan" within the meaning of section 7872 of the Internal Revenue Code of 1986, and its terms and provisions shall be interpreted to give effect to such intent.

This Note shall be construed and interpreted in accordance with the laws of the state of New York.

By: _____

("the Borrower")

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AMENDED AND RESTATED OPERATING AGREEMENT

OF

DE BOULEVARD, LLC

AMENDED AND RESTATED OPERATING AGREEMENT of DE BOULEVARD, LLC, made as of June 20, 2016, among AVG CAPITAL, LLC, a New York limited liability company, having an address at 62 West 47th Street, Suite 603, New York, NY 10036 ("AVG"), RJ CAPITAL HOLDINGS LLC, a New York limited liability company, having an address at 215-15 Northern Boulevard, Bayside, NY 11361("RJC"), and DE BOULEVARD, LLC, a New York limited liability company (the "Company"). AVG and RJC may be referred to herein each as a "Member" and collectively as the "Members".

WITNESSETH

WHEREAS, the Company was formed by the filing of its Certificate of Formation with the Secretary of State of the State of New York;

WHEREAS, the Company was formed for the purposes of purchase, ownership, construction, development, operation and management of a certain real property known as 107-02 Queens Boulevard, Forest Hills, NY 11375 (the "Property") currently in contract to be purchased;

WHEREAS, Avi Matatov ("Avi"), Valeri Matatov ("Valeri") and Grigori Matatov ("Grigori") have previously formed the Company and was party to an Operating Agreement dated as of February __, 2016 (the "Original Agreement"), of which Avi, Valeri and Grigori were the sole Members. Subsequently Avi, Valeri and Grigori have formed AVG and transferred all their membership interests in the Company to AVG.

WHEREAS, the parties now desire to admit RJC into the Company, on the terms and subject to the conditions stated herein, and further to memorialize in writing their agreement regarding the Company and their relative rights and responsibilities. In addition, in order to promote their mutual interests and the interests of the Company, the Members hereby desire to set forth their agreement with respect to their relationship. The parties desire to amend and restate in its entirety the Original Agreement to be superseded and replaced in its entirety by this Agreement.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified.

"Additional Members" has the meaning set forth in Section 13.1 hereof.

"Affiliate" means with respect to a specified Person, any Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person, or any direct family member of such Person or any other Affiliate of such Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" means this Amended and Restated Operating Agreement of the Company, as amended, modified, supplemented or restated from time to time.

"Articles" means the Articles of Organization of the Company and any and all amendments thereto and restatements of the Secretary of State of the State of New York pursuant to the New York Act (as defined below).

"Capital Account" means, with respect to any Member, the account maintained for such Member in accordance with the provisions of Section 4.4 hereof.

"Capital Contribution" means, with respect to any Member, the aggregate amount of cash and the fair market value of any property (other than cash) contributed to the Company pursuant to Section 4.1 hereof with respect to such Member's Interest.

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

"Company" means De Boulevard, LLC.

"Covered Person" means a Member, Manager, any Affiliate of a Member or a Manager, any officers, directors, shareholders, members, manager, employees, representatives or agents of (a) a Member or (b) the Company, or their respective Affiliates.

"Fiscal Year" means (a) with respect to the Company's first fiscal year, the period commencing on the date of this Agreement and ending on December 31, 2016 and (b) with respect to each Fiscal Year thereafter, each twelve (12) month period commencing on January 1 and ending on December 31.

"Interest" means an interest in the Company which represents (i) a Member's allocable share of the profits and losses of the Company, (ii) a Member's rights to receive distributions of

the Company's assets and (iii) a Member's other rights and privileges, all in accordance with the provisions of this Agreement and the New York Act.

"Managers" has the meaning set forth in Section 6.1.

"Member" means each of AVG and RJC, and includes any Person admitted as an Additional Member or a Substitute Member pursuant to the provisions of this Agreement.

"Net Cash Flow" means, for each Fiscal Year or other period of the Company, the gross cash receipts of the Company from all sources less all amounts paid by or for the account of the Company during the same Fiscal Year or such other period, less any amounts that are to be held by the Company as a cash reserve for the benefit of the Company as determined by the Managers in their best business judgment to be necessary for the Company.

"New York Act" means the limited liability company act of the State of New York.

"Percentage Interest" means the Interest of a Member, expressed as a percentage of one hundred percent, as shown on Schedule A hereto.

"Person" includes any individual, company, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

"Profits" and "Losses" shall have the meanings set forth in Section 8.3 hereof.

"Substitute Member" means a Person who is admitted to the Company as a Member pursuant to Section 14.1 hereof, and who is named as a Member on Schedule A to this Agreement.

"Tax Matters Member" has the meaning set forth in Section 11.1 hereof.

"Treasury Regulations" means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

Section 1.2 Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

ARTICLE II

RESTATEMENT OF OPERATING AGREEMENT; FORMATION; TERM; ADMISSION OF NEW MEMBER

Section 2.1 Restatement of Operating Agreement. The Members and the Company hereby agree that this Agreement amends and restates in its entirety, and supersedes and replaces, (a) the original Operating Agreement and (b) any and all other agreements or understandings (all

whether written or oral) that address or pertain to the Company or the subject matter hereof that may have existed as of the date hereof.

Section 2.2 Formation.

(a) The Members have formed the Company as a limited liability company under and pursuant to the provisions of the New York Act. The Members agree that the rights, duties and liabilities of the Members shall be as provided in the New York Act, except as otherwise provided herein.

(b) The name and mailing address of each Member and the amount contributed to the capital of the Company shall be listed on Schedule A attached hereto. Any property contributed to the Company will be valued as set forth on such Schedule. Each Member has contributed the amount of capital to the Company, and owns a Percentage Interest as is reflected on Schedule A attached hereto.

Section 2.3 Name. The name of the Company formed hereby is De Boulevard, LLC. The business of the Company may be conducted upon compliance with all applicable laws under any other name designated by the Managers.

Section 2.4 Term. The term of the Company shall commence on the date the Articles are filed in the office of the Secretary of State of the State of New York and shall continue until the Company is dissolved in accordance with the provisions of this Agreement. The existence of the Company as a separate legal entity shall continue until the cancellation of the Articles.

Section 2.5 Registered Agent and Office. The registered office of the Company shall be such place as determined by the Manager. The principal place of business of the Company shall be at 63 West 47th Street, Suite 603, New York, New York, or such other place as determined by the Managers. At any time, the Managers may change the location of the Company's principal place of business.

Section 2.6 Qualification in Other Jurisdictions. The Managers shall cause the Company to be qualified or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company would be required under applicable law.

Section 2.7 Admission of RJC as New Member; Restatement of Membership Interests; Allocation of Initial Investment.

Concurrently with the execution and delivery of this Amended and Restated Operating Agreement, the Company and its Members have determined and agreed to admit RJC into the Company as an Additional Member. In connection therewith, RJC is contributing a sum of $5,000,000.00 and is being issued fifty percent (50%) Interest in the Company in exchange therefor. Concurrently with the issuance to RJC of its fifty percent (50%) Interest, all Members of the Company agreed that the remaining Interests owned by AVG would be diluted to a fifty percent (50%) Interest and the current outstanding Interest of each Member taking into account all of the foregoing is currently reflected on Schedule A attached hereto.

The parties acknowledge that AVG has already contributed a sum of $1,200,000.00 and is hereby contributing an additional $15,450,000.00 to the Company, a total sum of $16,650,000.00, which sums are being allocated as follows:

(a) $5,000,000.00 is being allocated to the AVG's capital account as capital contribution; and

(b) $11,650,000.00 is being allocated as a loan to the Company that is being evidenced by a company note (the "Company Note"). The Company Note shall be repaid at five and one quarter (5.25%) percent per annum interest rate out of the proceeds of a refinance or a construction loan that the Company intends to secure within a period of one hundred twenty (120) days after execution of this Agreement for the construction and development of the Premises.

(i) RJC shall pursue a timely and expeditious procurement and closing on behalf of the Company of a refinance of the Premises with a commercial lender at market competitive rate and terms subject to unanimous consent of all Managers.

(ii) In the event RJC is unsuccessful in procurement and closing of the aforesaid refinance loan within sixty (60) days period from the date of execution of this Agreement, RJC will have additional sixty (60) days to apply to a different lender for the refinance of the Premises with a at market competitive rate and terms subject to unanimous consent of all Managers.

(iii) Notwithstanding anything to the contrary, in the event RJC shall be successful under subparagraph 2.7(b)(i) hereinabove, but aforesaid net refinance proceeds shall be less than $11,650,000.00 but more than $10,650,000.00, AVG shall agree to accept such partial pay off of the Company Note, so long as the remaining principal balance of the Company Note is not greater than $1,000,000.00 after said partial payoff, which sums AVG shall agree to have the Company repay at the annual interest rate of five and one quarter (5.25%) percent per annum upon final completion of the entire construction project and full occupancy of the Premises by all tenants.

(iv) Notwithstanding anything to the contrary, in the in the event RJC shall be unsuccessful under subparagraphs 2.7(b)(i) and (ii) hereinabove, the Company shall pay down the Company Note from the proceeds of a construction loan which shall be procured by the Company in connection with the construction and development of the Property, so long as same shall not violate the terms of said construction loan.

ARTICLE III

PURPOSE AND POWERS OF THE COMPANY

Section 3.1 Purpose. The Company is formed for the purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the New York Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing. The Company intends to purchase, construct, develop, own and manage the Premises as a commercial office and retail building, to engage in such other related enterprises as determined by the Managers and to engage in any and all activities that are reasonably related thereto.

Section 3.2 Powers of the Company. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose set forth in Section 3.1, including, but not limited to, the power:

(a) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the New York Act in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incident to the accomplishment of the purpose of the Company;

(b) to acquire by purchase, lease, contribution of property or otherwise, own, hold, operate, maintain, finance, improve, lease, sell convey, mortgage, transfer, demolish or dispose of any real or personal property and loans secured by such real and personal property that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(c) to enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any Member, any Affiliate thereof, or any agent of the Company necessary to, in connection with, convenient to, or incidental to the accomplishment of the purpose of the Company;

(d) to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose, and otherwise use and deal in and with, shares or other interest in or obligations of domestic or foreign companies, associations, general or limited partnerships, limited liability companies (including, without limitation, the power to be admitted as a member thereof and to exercise the rights and perform the duties created thereby), trusts, or individuals or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

(e) to lend money for the Company's proper purpose, to invest and reinvest its fund, to take and hold real and personal property for the payment of funds so loaned or invested;

(f) to sue and be sued, complain and defend, and participate in administrative or other proceedings, in its name;

(g) to appoint officers, employees and agents of the Company, and define their duties and fix their compensation;

(h) to indemnify any Person not in conflict with the New York Act and to obtain any and all types of insurance;

(i) to cease its activities and cancel its Articles;

(j) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect to any assets of the Company;

(k) to borrow money and issue evidences of indebtedness, and to secure the same by a mortgage pledge or other lien on the assets of the Company;

(l) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or to hold such proceeds against the payment of contingent liabilities; and

(m) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

Section 3.3 Merger of the Company. The Company may merge with, or consolidate into, another New York or foreign limited liability company or other business entity upon the approval of the Managers.

ARTICLE IV

CAPITAL CONTRIBUTIONS, MEMBER'S INTEREST, MEMBER'S LOANS, CAPITAL ACCOUNTS AND ADVANCES

Section 4.1 Capital Contributions; Risks.

(a) Each Member has contributed or is deemed to have contributed to the capital of the Company the amount set forth opposite the Member's name on Schedule A attached hereto.

(b) No Member shall be required to make any additional capital contributions to the Company except in accordance with Section 4.5 below.

Section 4.2 Member's Interest. A Member's Interest shall for all purposes be considered personal property. A Member has no interest in any specific Company property.

Section 4.3 Status of Capital Contributions.

(a) Except as otherwise provided in this Agreement, the amount of a Member's Capital Contributions may be returned to it, in whole or in part, at any time, but only with the consent of the Managers. Any such returns of Capital Contributions shall be made to all Members in proportion to their Percentage Interests. Notwithstanding the foregoing, no return of a Member's Capital Contributions shall be made hereunder if such distribution would violate applicable laws. Under circumstances requiring a return of any Capital Contribution, no Member shall have the right to demand or receive property other than cash.

(b) No Member shall receive any interest or drawing with respect to its Capital Contributions or its Capital Account or otherwise in its capacity as a Member.

(c) The Members shall be liable only to make their Capital Contributions and no Member shall be required to lend any funds to the Company or, after a Member's Capital Contributions have been fully paid pursuant to Section 4.1 hereof, to make any additional capital contributions to the Company, except in accordance with Section 4.5 below. No Member shall have any personal liability for (i) any debts, obligations or liabilities of any kind or nature, or other amounts owed by, the Company to any Person or (ii) the repayment of the Capital Contributions or the Capital Account of any other Member.

Section 4.4 Capital Accounts.

(a) A separate Capital Account shall be established and maintained for each Member. The initial balance of each Investor Member's Capital Account shall be equal to the value of the Capital Contribution made by an Investor Member pursuant to the term of each Investor Member's Investment Agreement.

(b) The Capital Account of each Member shall be (i) increased by (A) any additional Capital Contributions made by such Member, (B) the share of Company Profits allocated to such Member and any items of income or gain allocated pursuant to Section 8.1(c), and (C) the amount of liabilities of the Company assumed by such Member or that are secured by any Company assets distributed to such Member; and (ii) decreased by (A) the amount of cash and the fair market value of any Company assets distributed to such Member, (B) the share of Company Losses allocated to such Member and any item of loss or deduction allocated pursuant to Section 8.1(c), and (C) the amount of liabilities of the Member assumed by the Company or that are secured by any assets contributed to the Company by such Member. In the event that an Interest is transferred in accordance with this Agreement, then the Capital Account of the transferor (at the time of such transfer) shall carry over to the transferee; provided, however, that if any Member transfers less than its entire Interest in the Company, the transferor's Capital Account shall be allocated pro rata to the Interest retained by the transferor and the Interest transferred. In furtherance of the foregoing, the Capital Accounts shall be maintained in compliance with Treasury Regulations Section 1.704(b)(2)(iv), and the provisions hereof shall be interpreted and applied in a manner consistent therewith.

Section 4.5 Capital Calls.

(a) In the event that the Managers determine that it is in the best interest of the Company and it serves a bona fide business interest of the Company to raise additional capital or cash, the Managers may give all Members a notice calling upon each Member to contribute to the capital of the Company, or to lend to the Company, as determined by the Managers, within thirty (30) days after such notice is given, that Member's pro rata share of the total amount to be raised by such capital call based upon such Member's then Percentage Interest. All Members will be treated equally and proportionally on the same terms. In such an event, each Member will thereby be obligated to make such additional capital contribution or loan within such thirty (30) day period.

(b) Notwithstanding anything to the contrary contained herein, any call by the Managers for additional capital by reason of a requirement of environmental remediation of the Premises or funds needed to cover operating costs prior to procurement of a construction loan shall be deemed to be in the best interests of the Company and to serve a bona fide business interest of the Company.

(c) If any Member (a "Defaulting Member") fails to make such capital contribution or loan within such thirty (30) day period, then, in addition to all other remedies available to the Company and the other Members, whether by law or by contract, at law or at equity, the other Members may, within ninety (90) days after the end of such thirty (30) day period, make such contribution or loan on behalf of such Defaulting Member in proportion to each such Member's then Percentage Interest in relation to all other Members who desire to make such contribution on behalf of the Defaulting Member. The contribution on behalf of a Defaulting Member may be made either as an equity contribution (the "Deemed Capital Contribution") or as a loan at the option of the Member making such contribution (unless the initial capital call as determined by the Managers was to be in the form of a loan, in which case the Deemed Capital Contribution must be made as a loan as well) all as set forth below:

(i) In the event that the contributing Member is not repaid his advance by Defaulting Member within sixty (60) days of when such advance was made, together with interest calculated at the rate of five (5%) percent per annum, then the contributing Member may elect to make such contribution as an equity contribution and then the Percentage Interest of each Member will be adjusted (the "Adjusted Company Interest") to equal a fraction, the numerator of which is the sum of all Capital Contributions plus the Deemed Capital Contribution made on account of such Member's Interest, and the denominator of which is the sum of all Capital Contributions plus all Members' Deemed Capital Contributions made by all Members. Thereafter, all Members' Percentage Interests will be adjusted to reflect such Member's Adjusted Company Interest.

(ii) In the event that the contributing Member elects to make such contribution as a loan (the "Contribution Loan"), then the Contribution Loan shall be evidenced by a promissory note (the "Note") executed by the Company, bearing interest at a rate per annum equal to the "prime rate" as published by The Wall Street Journal from time to time plus two hundred (200) basis points. Interest shall be payable on a monthly basis. In the event that any of the Company's other lenders will not permit the Company to incur such debt, then the contributing

Member will make such loan directly to the Defaulting Member, who will then contribute such proceeds to the Company as a Capital Contribution, and the Defaulting Member will execute personally the Note in favor of the contributing Member, to be secured by a security interest on the Defaulting Member's Interest pursuant to a reasonable and customary security agreement and UCC-1's. All distributions to which the Defaulting Member would be entitled hereunder will be paid directly to the contributing Member until all amounts due under the Note, whether principal, interest or otherwise, are paid in full. The Contribution Loan shall be due and payable in full upon completion of the construction and development of and procurement of permanent financing for the Property, with principal payments on the Note being made from time to time as determined by the Managers. The Company shall not make any distributions to any Member, except distributions required to be made pursuant to Section 9.1(a), until the Company has paid in full all principal and interest (and all payments made by the Company shall be applied first to interest before principal) due under the Note. In the event that there are outstanding at any one time Notes payable to more than one Member, then all payments made by the Company will be made to all Notes pro rata in proportion to the principal balance thereof.

Notwithstanding anything to the contrary, in the event the proceeds of the permanent financing loan will be insufficient to satisfy the Contribution Loan and the Defaulting member fails to pay off the balance of the Contribution Loan at that point in time, Contributing Member shall have the right to treat such balance of the Contribution Loan as an equity contribution and then the Percentage Interest of each Member will be adjusted (the "Adjusted Company Interest") to equal a fraction, the numerator of which is the sum of all Capital Contributions plus the Deemed Capital Contribution made on account of such Member's Interest, and the denominator of which is the sum of all Capital Contributions plus all Members' Deemed Capital Contributions made by all Members. Thereafter, all Members' Percentage Interests will be adjusted to reflect such Member's Adjusted Company Interest.

Section 4.6 Loan Guarantees; Rights of Contribution. Each Member agrees to execute and deliver any personal guarantee (joint and several or otherwise as determined by such lender) required by any lender to the Company or landlord of the Company in such form as required by such lender or landlord. Each Member agrees that in connection with such guarantees that it is the intention of the Members that each Member would bear any loss on a guarantee pro rata in accordance with his/its respective Percentage Interest (a "Proportionate Share"), and in the event that any Member incurs a loss (including attorney's fees incurred) in connection with any guarantee executed by a Member on account of a Company obligation (whether or not other Members have likewise executed a guarantee or not) incurred by the Company in accordance with the terms of this Agreement and in excess of his/its Proportionate Share of such Company obligation, then each other Member agrees to indemnify and hold harmless such Member from and against such excess losses.

Section 4.7 Member Loans. Each Member agrees to subordinate any loans owed by the Company to such Member to any obligation of the Company to any other third party lender at the request of such third party lender and to execute and deliver any such agreement as such third party lender may require.

ARTICLE V

MEMBERS

Section 5.1 Powers of Members. The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the New York Act but subject to the terms of this Agreement.

Section 5.2 Partition. Each Member waives any and all rights that it may have to maintain an action for partition of the Company's property.

ARTICLE VI

MANAGEMENT

Section 6.1 Management of the Company.

(a) The Company will be managed by Managers (the "Managers") rather than by its Members and all Company actions must be approved by and may be conducted by the Managers except as may be expressly set forth herein. The Company will have two Managers and each of AVG and RJC will appoint one Manager (a "AVG Manager" and a "RJC Manager" respectively). AVG hereby appoints Avi Matatov as the AVG Manager and RJC hereby appoints Rudolf Abramov as the RJC Manager. The Managers must act unanimously and may act either by meeting, telephonic meeting, written consent or email consent. In the event of the death or Disability (as defined in Section 14.5(a) below) of any Manager, each Member will appoint a successor Manager in their place and stead. In the event of the death or Disability of Avi Matatov, his successor Manager will be one (1) of three (3) Persons designated by AVG in writing, to be selected by RJC and without changing or impairing AVG's rights contained in Section 14.1(c) below. In the event of the death or Disability of Rudolf Abramov, his successor Manager will be one (1) of three (3) Persons designated by an authorized representative of RJC at such time, to be selected by AVG and without changing or impairing RJC's rights contained in Section 14.1(c) below. The successor Managers so named will be substituted automatically, with no other or further action being necessary, upon the death or Disability of a Manager. In the event that a successor Manager is unable or unwilling to serve as such, then such disabled Manager, or Decedent's estate, as the case may be, will nominate three (3) other Persons to be a new successor Manager, to be selected the other Manager.

(b) Subject to the next sentence, the Managers are hereby expressly authorized, acting without the consent of any other Member or Person, to perform any and all acts necessary,

convenient or incidental to or for the furtherance of the purposes described in Section 3.2 or otherwise to further the Company's business, including all powers, statutory or otherwise, possessed by either members or managers of a limited liability company under the laws of the State of New York, including, without limitation, the power to conduct and determine the course of the Company's business, to sell all or substantially all of the assets of the Company, to pledge or encumber such assets, to borrow money, enter into leases (whether as lessor or lessee) or to cause the Company to enter into any other agreements. Notwithstanding anything to the contrary contained in this Agreement, the unanimous consent of all Members is required for the Company to take any of the following actions: (i) to incur indebtedness for borrowed money, (ii) to lease real property, (iii) to lease any personal property in excess of $100,000.00 in a single transaction, (iv) to admit any new Members, (v) to liquidate the Company or (vi) to sell all or substantially all of the assets of the Company or to cause the merger of the Company. Only the Managers shall have the authority to bind the Company or to exercise any of the other rights or actions in the preceding sentence and no individual or group of Members has such authority except as may be expressly provided herein. Notwithstanding the foregoing, the Managers may delegate any authority that they have hereunder.

(c) Pursuant to Section 6.2(a) below, the Managers have determined to appoint Rudolf as the Executive Manager. The Company, the Members and the Managers all acknowledge and agree that Rudolf Abramov, in his capacity as Executive Manager, will have full and final authority in making all decisions for and on behalf of the Company with regard to any decisions involving the day-to-day or ordinary course of construction and development of the Premises. In the event of the death or disability of Rudolf Abramov, the parties will reasonably cooperate to find a successor Executive Manager reasonably acceptable to both Members. In addition to the foregoing, the Managers shall unanimously agree upon the selection and retention of the controller or financial manager, as applicable, of the Company, and each of the Managers shall have the right to terminate the controller or financial manager, as applicable. Notwithstanding anything to the contrary contained herein, Rudolf Abramov's authority as Executive Manager shall include, but be limited to the operational decisions relating to the day-to-day or ordinary course of construction and development of the Premises, including without limitation, the actions specifically stated to be within his authority in Section 6.2(b) below. All other decisions of the Company (except decisions relating to the termination of the Company's controller or financial manager as per Section 6.1(c) and the termination of the Company's CPAs as per Section 10.3) shall be made by the Managers in accordance with Section 6.1(a) above.

Section 6.2 Officers; Ordinary Course of Business.

(a) The Managers hereby appoint the following officers:

Chairman	Avi Matatov
President	Rudolf Abramov.

The Company further appoints Rudolf Abramov as the Executive Manager for purposes of the this Agreement.

(b) The Managers hereby delegate to Rudolf Abramov (i) as the President, the right acting alone to operate the day-to-day business of the Company in the ordinary course of business, as he best sees fit in his business judgment and (ii) as the Executive Manager subject to Section 6.1(c) above. The right of the President to operate the day-to-day business of the Company in the ordinary course of business shall include, without limitation, the right to (A) conduct the Company's business of construction and development of the Premises, (B) hire and fire personnel and establish pay plans and policies, (C) screen and select contractors and subcontractor, (D) devise and implement construction progress and completion strategies and (E) manage and oversee day-to-day progress of construction project at the Premises and to operate the Company in his best judgment; notwithstanding the foregoing, the right of the President to operate the day-to-day business of the Company shall not include the right to (X) cause the Company to incur any debt or loans for borrowed money or (Y) enter into any lease of personal property that requires payments in excess of $25,000.00 over the course of the lease or any lease of real property. The Company's budget will be subject to the approval of the Managers. Rudolf, on a periodic basis and otherwise when necessary, in his capacity as both President and Executive Manager, will keep the Managers apprised of all material events and circumstances regarding the Company, its operating performance and its business, and its relationship with and agreements with architects, engineers, contractors and subcontractors. Notwithstanding the foregoing, all checks, wire transfer requests or similar instruments of the Company must be signed by at least one of the following two (2) persons: Rudolf Abramov or Avi Matatov; provided that before Avi Matatov signs off on any checks or wire transfers, he does so with full knowledge and consent of Rudolf Abramov.

Section 6.3 No Exclusive Duty To The Company. The Managers are not required to manage the Company as their sole and exclusive function and they may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member has any right pursuant to this Agreement to share or participate in the other business interests or activities of the Managers or in the income or proceeds derived from them. The Managers incur no liability to the Company or any Member as a result of engaging in any other business interests or activities.

Section 6.4 Duty of Care. The Managers shall perform their duties as Managers in good faith, in a manner they reasonably believe to be in the best interest of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. Each Manager shall devote such time and effort to the Company's business as may be reasonably determined by the Managers to assure the successful operation of the Company. A Manager who so performs the duties as Manager does not have any liability by reason of being or having been a Manager of the Company. A Manager does not, in any way, guaranty the return of the Investor Members' Capital Contributions or a Profit for the Members from the Company's operations. A Manager is not liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage was the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by the Manager.

Section 6.5 Executive Manager Fee. The Executive Manager shall be entitled to receive a fee from the Company for his services in running the day-to-day operations of the Company as follows:

(a) Rudolf Abramov shall receive an Executive Manager's Fee in the amount of $1,500,000.00 upon full completion of the construction and development of the project at the Premises, procurement of the final certificate of occupancy for the building and full occupancy of the Premises with all tenants. Executive Manager's Fee shall be prorated and earned in phases completion of each and every phase of the construction, development, leasing and occupancy of the Property by tenants. Executive Manager's Fee shall include all construction manager's services, back office costs, support staff and related expenses. However, there shall be a proration of the fee based on a partial completion of the project and partial adjusted fee shall be paid to Rudolf Abramov if he quits, fails to complete or is terminated as Executive Manager before the project is completed. The Executive Manager's fee hereunder shall be adjusted by losses that may be incurred by the Company as a result of the Executive Manager's negligence, omissions, bad faith or culpable conduct. The Executive Manager may be immediately terminated for cause, or due to death or disability defined as follows:

(i) a material breach by the Executive Manager of any provision of this Agreement that he fails to remedy.

(ii) any conduct, action or behavior by the Executive Manager that has, or may reasonably be expected to have, a material adverse effect on the reputation of the Company or its name, reputation or goodwill, or the Executive Manager's reputation, including, without limitation, the commission of a fraud by while providing services hereunder.

(iii) the commission of an act involving moral turpitude or dishonesty, in connection with the Company while providing services hereunder;

(iv) the conviction of the Executive Manager in a court of competent jurisdiction of a crime constituting a felony in such jurisdiction as evidenced by his conviction therefor (including a plea of nolo contendere therefor);

(v) any willful and continued failure substantially to perform his duties hereunder with the Company.

(vi) the willful engaging in misconduct that is materially injurious to the Company, monetarily or otherwise;

(vii) chronic absenteeism, alcoholism or drug addiction;

(viii) An inability, by reason of physical, mental or emotional disability, fully to perform the essential duties of the Executive manager's position.

(ix) any other act, conduct, occurrence or circumstance which the Company, acting in good faith, determines constitutes reasonable grounds (including, without limitation, a review of Executive Manager's job performance, efficiency and the profitability of the Company as compared to similar businesses or prior periods of the Company's performance, after due regard is given to the effect that factors beyond the control of the Executive Manager may have upon the efficiency and/or profitability of the Company) for the Company to terminate the Executive manager.

(x) death of the Executive Manager.

(xi) bankruptcy or dissolution of the Executive Manager.

Section 6.6 Post Construction Management. RJC will be afforded preference in post construction management of the day-to-day operation of the building and tenancies at the

Premises, provided RJC participates in the arms-length bidding process and offers most comprehensive fist class services and competitive pricing for its services. Nothing contained herein shall be construed a giving RJC a right of first refusal hereunder. RJC's post construction management of the day-to-day operation of the building and tenancies at the Premises, if awarded, shall be governed by the terms of a separate written agreement.

ARTICLE VII

AMENDMENTS AND MEETINGS

Section 7.1 Amendments. This Agreement may only be amended, changed or modified in a writing signed by all Members.

Section 7.2 Meetings of the Members.

(a) Meetings of the Members may be called at any time by any of the Members. Notice of any meeting shall be given to all Members no less than ten (10) days nor more than thirty (30) days prior to the date of such meeting. Each Member may authorize any Person to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or its attorney-in-fact.

(b) The Members shall establish all other provisions relating to meetings of Members, including notice of the time, place or purpose of any meeting at which any matter is to be voted on by any Members, waiver of any such notice, action by consent without meeting, the establishment of a record date, quorum requirements, voting in person or by proxy or any other matter with respect to the exercise of any such right to vote.

(c) The Members may act by the written consent of the Members signed by a majority in interest of the Members.

ARTICLE VIII

ALLOCATIONS OF PROFITS AND LOSSSES

Section 8.1 Allocation of Profits and Losses.

(a) Except as otherwise provided in this Section 8.1, Profits and Losses, and any tax credits of the Company for each Fiscal Year or other period shall be allocated between the Members in accordance with their respective earning interests.

(b) Profits and Losses shall be specially allocated among the Members so as to produce, as nearly as possible, Capital Account balances for the Members (taking into account all prior allocations and distributions), which would equal the amount to which the Members would

be entitled as a liquidating distribution from the Company pursuant to Section 15.3(b) below, and as if the net proceeds available for distribution were an amount equal to the aggregate positive balance in the Members' Capital Accounts computed after taking into account all allocations of Profits or Losses (or items thereof) for the fiscal period, including those pursuant to Section 8.1(c); provided, however, that if the allocation of all or any portion of Losses (or items thereof) causes the Capital Account of a Member to exceed the amount that the Member is obligated to restore or are deemed obligated to restore pursuant to Treasury Regulations Section 1.704(g) or 1.704(i), the excess, if any, shall be allocated to those Members, if any, having positive remaining Capital Account balances in proportion to their relative Capital Accounts balances, to the extent of any such positive balances, and thereafter in accordance with the Members' respective economic risk of loss with respect to any indebtedness to which the remaining Losses or deductions are attributable.

Section 8.2 Tax Allocation.

(a) Except as otherwise provided in this Agreement, for income tax purposes, all items of Company income, gain, loss or deduction, and any other allocations not otherwise provided for, shall be allocated between the Members in the same proportions they share Profits and Losses, as the case may be, for the relevant fiscal period.

(b) In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for income tax purposes, be allocated between 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 fair market value as determined by the Managers. In the event that the value of any Company asset is adjusted pursuant to this Agreement, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take into account any variation between the adjusted tax basis of such asset and its value as adjusted in the same manner as provided by Section 704(c) of the Code and applicable Treasury Regulations, including Section 704(b) of the Code. Allocations made in accordance with Section 8.2(b) of this Agreement are solely for the purposes of federal, state and local taxes and shall not affect or be taken into account in computing Capital Accounts, Profits and Losses, and other items or distributions made pursuant to this Agreement and shall be made utilizing the "traditional method" under Treasury Regulations Section 1.704-3(b)(1).

(a) The "excess non-recourse indebtedness" of the Company (within the meaning of Treasury Regulations Section 1.752-3) shall be allocated between the Members in accordance with their respective Percentage Interests.

Section 8.3 Profits and Losses. "Profits" or "Losses" means, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such period, orther than items of income or loss specifically allocated pursuant to this Agreement, as determined by the Company's accountant in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in Profits and Losses), with the adjustments required to comply with the Capital Account maintenance rules of Treasury Regulations Section 1.704-1(b),

including the rules relating to (i) revaluations in the case of distributions of Company property in kind and the optional revaluation of Company property and (ii) utilizing "book" depreciation, cost recovery or amortization as determined under Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3) if there is a difference between the fair market value of contributed or revalued property and the adjusted tax basis of such property. Unless expressly provided for in this Agreement, the Managers shall make all decisions and elections permitted in this regard including elections to cause the Company to revalue property as authorized under applicable Treasury Regulations and determinations of the fair market value of property.

ARTICLE IX

DISTRIBUTIONS

Section 9.1 Net Cash Flow. Except as otherwise provided in Article XV hereof (relating to the dissolution of the Company), any distribution of the Net Cash Flow during any Fiscal Year shall be made in such amounts and at such times as determined by the Managers (except that the distributions to be made pursuant to Section 9.1(a) below must be made in full no less frequently than on an annual basis to permit the Members to pay their personal income taxes) to the Members in proportion to the Percentage Interests, subject to the following and in the following order of priority:

(a) First, with respect to each Fiscal Year or other period of the Company in which Members are allocated taxable income for federal income tax purposes (and for this purpose all items of income, gain, loss or deduction required to be separately stated pursuant to Section 703 of the Code shall be included in this calculation of taxable income, other than the amount, if any, by which capital losses exceed capital gains), the Company shall distribute to the Members, within ninety (90) days after the close of such Fiscal Year or other period, no less than the amount determined by multiplying the Company's taxable income (computed as set forth in this sentence) allocated to each Member, by the highest composite federal, state and local income tax rate applicable to any Member. A determination of the amount to be so distributed shall be made by the regularly engaged accountants for the Company whose determination shall be final.

(b) Second, to the extent of remaining available Net Cash Flow, to the payment of interest and principal due on any outstanding Notes to Members, if any.

(c) Finally, to the extent of remaining available Net Cash Flow, to all Members in proportion to their Percentage Interests.

Section 9.2 Distribution Rules. All distributions pursuant to Section 9.1 hereof shall be at such times and in such amounts as shall be determined by the Managers except that the distributions to be made pursuant to Section 9.1(a) above must be made in full no less frequently than on an annual basis to permit the Members to pay their personal income taxes.

Section 9.3 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of his Interest in the Company if (a) such distribution would violate the New York Act

or other applicable law or (b) the Managers determine that the Company does not have sufficient Net Cash Flow to permit the Company to make such distribution (other than distributions under Section 9.1(a) above which must be made).

Section 9.4 Taxes Withheld. Any amount paid by the Company for or with respect to any Member on account of any withholding tax or other tax payable with respect to the income, profits or distributions of the Company pursuant to the Code, the Treasury Regulations, or any state or local statute, regulation or ordinance requiring such payment (a "Withholding Tax Act") shall be treated as a distribution to such Member under Section 9.1(a) of this Agreement. The Managers shall have the authority to take all action necessary to enable the Company to comply with the provisions of any Withholding Tax Act applicable to the Company.

ARTICLE X

BOOKS AND RECORDS

Section 10.1 Books, Records and Financial Statements. The Company shall at all times maintain, at its principal place of business, separate books of account for the Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company's business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement. Such books and records shall at all times be open to inspection and examination at reasonable times by each Member and its duly authorized representative for any purpose reasonably related to such Member's interest in the Company. The Managers shall prepare and file, or cause to be prepared and filed, all federal, state and local tax returns required to be filed by the Company in accordance with applicable laws and provide copies of such returns to all Members who so request.

Section 10.2 Accounting Method. For both financial and tax reporting purpose and for purposes of determining Profits and Losses, the books and records of the Company shall be kept on the accrual method of accounting applied in a consistent manner and shall reflect all Company transactions and be appropriate and adequate for the Company's business.

Section 10.3 Audited Records. The Managers shall cause the books and records of the Company to be audited by independent certified public accountants (the "CPAs") with the report thereof to be provided to each Member. The Managers shall unanimously agree upon the selection and retention of these CPAs, and each of the Managers shall have the right to terminate the CPAs.

ARTICLE XI

TAX MATTERS

Section 11.1 Tax Matters Member.

(a) Rudolf Abramov is hereby designated as "Tax Matters Member" of the Company for purposes of § 6231(a)(7) of the Code. In the event that Rudolf Abramov is unable to carry out the duties of acting as Tax Matters Member, then Avi Matatov will serve as Tax Matters Member. The Tax Matters Member may act in any manner which is necessary to resolve any tax matters, and in furtherance thereof and without limiting any other actions the Tax Matters Member may choose any forum for the resolution of tax matters or extend any statue of limitation without the written consent of any other Members.

(b) The Tax Matters Member shall, within ten (10) days of the receipt of any notice from the Internal Revenue Service in any administrative proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction or credit, mail a copy of such notice to each Member.

Section 11.2 Taxation as Partnership. The Company intends that it shall be treated as a partnership for U.S. federal income tax purposes and all similar state or local tax purposes and no Manager or Member shall have the right or power to chance such tax treatment.

Section 11.3 Tax Allocations. The Members are aware of the income tax consequences of the allocations made by Article VIII and hereby agree to be bound by the provisions of Article VIII in reporting their allocated share of Company income, gain, loss, deduction or credits for income tax purposes.

ARTICLE XII

LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 12.1 Liability.

(a) Except as otherwise provided by the New York Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated or liable personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person.

(b) Except as otherwise expressly required by law, no Member, in his capacity as a Member, shall have any liability in excess of (i) the amount of its Capital Contributions, (ii) its share of any assets and undistributed profits of the Company, (iii) its obligation to make other payment expressly provided for in this Agreement, and (iv) the amount of any distributions wrongfully distributed to it.

Section 12.2 Exculpation.

(a) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this

Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believe are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits, Losses or Net Cash Flow or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

Section 12.3 Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person.

Section 12.4 Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 12.4 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

Section 12.5 Expense. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 12.4 hereof.

Section 12.6 Insurance. The Company shall purchase and maintain insurance, to the extent and in such amounts as the Managers shall, in their sole discretion, deem reasonable, on behalf of Covered Persons and such other Persons as the Managers shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

ARTICLE XIII

ADDITIONAL MEMBERS

Section 13.1 Admission. The Company is authorized to admit any Person as an additional member of the Company (each, and collectively, the "Additional Members") approved by the Managers on such terms and conditions as the Managers determine in their discretion. Each such Person shall be admitted as an Additional Member at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Member on Schedule A hereto. The legal fees and expenses associated with such admission shall be borne by the Company.

Section 13.2 Allocations. Additional Members shall not be entitled to any retroactive allocation of the Company's income, gains, losses, deductions, credits or other items; provided that, subject to the restrictions of § 706(d) of the Code, Additional Members shall be entitled to their respective share of the Company's income, gains, losses, deductions, credits and other items arise after such effective date. To the extent consistent with § 706 (d) of the Code and Treasury Regulations promulgated thereunder, the Company's books may be closed at the time Additional Members are admitted (as though the Company's tax year had ended or the Company may credit to the Additional Members pro rata allocations of the Company's income, gains, loses, deductions, credits and items for that portion of the Company's Fiscal Year after the effective date of the admission of the Additional Members.

ARTICLE XIV

ASSIGNABILITY AND SUBSTITUTE MEMBERS; DEATH OF MEMBERS; BUY-SELL ALTERNATIVE

Section 14.1 Assignability of Interests; Right of First Offer; Rights of First Refusal.

(a) Assignability of Interests. No Member may sell, transfer, convey, assign, give, donate, bequest or otherwise dispose of (collectively "Transfer"), nor pledge, suffer or permit any lien, security interest or other encumbrance (collectively an "Encumbrance") upon, the whole or any part of his Interest except in accordance with the terms of this Agreement below or the written consent of each other Member. Members may not Transfer all or part of their respective Interests to other Members without complying with the terms of this Article 14. If the prior written consent of each other Member is obtained for any such Transfer, such Transfer shall, nevertheless, not entitle the transferee to become a Substitute Member or to be entitled to exercise or receive any of the rights, powers or benefits of a Member other than the right to receive distributions to which the assigning Member would be entitled, unless the transferring Member designates, in a written instrument delivered to the other Members, that its transferee is to become a Substitute Member and the Managers consent to the admission of such transferee as a Substitute Member; and provided further, that such transferee shall not become a Substitute Member without having first executed an instrument reasonably satisfactory to the Managers accepting and agreeing to the terms and conditions of this Agreement, including a counterpart of this Agreement, and without having paid to the Company a fee sufficient to cover all reasonable expenses of the

Company in connection with such transferee's admission as a Substitute Member. If a Member Transfers all or part of its Interest and the assignee of such Interest is entitled to become a Substitute Member pursuant to this Section 14.1, such transferee shall be admitted to the Company effective immediately prior to the effective date of the Transfer, and immediately following such admission, the transferring Member shall cease to be a Member of the Company (in the case of a Transfer of the entire Interest). In such event, the Company shall not dissolve if the business of the Company is continued without dissolution in accordance with Section 15.2 (iii) hereof. Notwithstanding anything to the contrary, absolutely no transfers of Interest shall be permitted until after the completion of construction and development of the entire project at the Premises and full occupancy of the Premises by all tenants, unless otherwise agreed to in writing by all of the Members.

(b) Offer to Sell Units. Should either of the Members desire to sell or otherwise dispose of his Units (other than required transfers heretofore provided for), then such Member (hereinafter called "Offeror") shall first offer all (but not less than all) of his Units to the other Member. Every such offer shall be in writing and shall state that the Offeror offers to sell all of his Units and shall be sent by registered mail to the other Member.

(i) The other Members shall have thirty (30) days after receipt of such offer within which to purchase the Offeror's Units at the price and upon the terms provided in this Agreement.

(ii) Each of the Members shall have thirty (30) days after receipt of such offer within which to purchase the Offeror's Units in the ratio of their membership ownership in the Company, and at the price and upon the terms provided in this Agreement, but no such Member may purchase less than his proportionate share. If either of the Members fails or refuses to purchase his proportionate share of the Units offered, the other Member may purchase the remaining Units offered. If a Member intends to purchase his proportionate share of the Offeror's Units, such Member shall execute and deliver in writing to the Offeror, either personally or by registered mail, his acceptance of the offer and his agreement to acquire his proportionate share of the Offeror's Units at the price and upon the terms provided in this Agreement. Notwithstanding the foregoing, if a Member does not exercise his option to purchase his proportionate share, then the Members who did exercise such option must collectively either purchase all or none of the Offeror's Units.

(iii) In the event all of the Units offered by the Member are not purchased by the remaining Members, the remaining Units shall be offered to the Company, and a special meeting of the Members shall then be called for a date not more than thirty (30) days after the last option to the Members has expired, which meeting the Members do agree to attend. At such meeting the Company shall have the option to purchase, at the price and upon the terms hereinafter provided, all (but not less than all) of the remaining Units of the Offeror, and the Offeror does agree to cast his vote as a Member and/or Manager of the Company in favor of the decision reached by the members owning a majority of the outstanding Units of the Company. If in any instance the remaining Members do not own a majority of the outstanding Units, the Offeror agrees to cast his vote in the same manner as a majority of the outstanding Units of the Company then owned by the remaining Members cast their vote. Unless otherwise

stated, for the purpose of this Agreement, a "majority of the outstanding Units" shall be deemed to mean in excess of fifty (50%) percent of the outstanding Units, including such Units owned by the Offeror. Should the Company have insufficient surplus to make payment of the entire purchase price, then, at the option of the Members holding a majority of the outstanding Units, the Company shall reduce the capital of the Company in order to create a sufficient surplus to make such payment, and the Offeror does agree to cast his vote as a manager and/or a Member of the Company in favor of the decision reached by, and to the same end as, the vote of the members holding a majority of the outstanding Units. In the alternative and/or in addition to the foregoing method of creating surplus, at the option of the Members holding a majority of the outstanding Units, such Members may donate to the Company such sum of money required in order to create a sufficient surplus to make the aforesaid payment.

(iv) Should the Company at such special meeting vote in favor of acceptance of the offer, then written acceptance of the offer may be signed by any Manager of the Company on its behalf, anything contained herein or in the regulations of the Company to the contrary notwithstanding.

(v) Within ten (10) days after the holding of such special meeting of Members, the Company, if it has accepted the offer to purchase all of the Offeror's remaining Units, shall make, execute and deliver in writing to the Offeror, either personally or by registered mail, its acceptance of the offer and its agreement to acquire all of the remaining Units of the Offeror at the price and upon the terms provided in this Agreement.

(vi) In the event that the offer made, as aforesaid, shall not have been accepted, as hereinabove provided, either by the Company or by the Members, then the Offeror shall have the right, for a period of ninety (90) days after the failure of the Company and the Members to purchase the Units so offered, to solicit offers for all (but not less than all) of the Offeror's Units and to sell all of his Units on such terms and conditions as he sees fit, to any third person who is not an Affiliate of the Offeror and who shall, within the said ninety (90) day period, purchase the same. The offer received by Offeror from a bonafide third party purchaser (the "Offer") shall set forth the proposed aggregate purchase price (the "Purchase Price") for all such Interest of the Selling Member in the Company, the name and address of the prospective purchaser, and all other material terms of the proposed purchase. The Selling Member(s) shall transmit a copy of the Offer to all other Members (referred to herein as a "Non-Selling Members").

Whichever of the Members is a Non-Selling Member, or its respective designee, shall have the right to match said Offer during the Offer Period (as defined below), pro rata with any other Non-Selling Member matching the Offer, upon the same terms and conditions set forth in the Offer for the sale of the Selling Member's Interest, and purchase such Interest owned by the Selling Member(s) by matching said Offer, delivering written notice of such matching (the "Matching Notice") to the other Members prior to the expiration of the Offer Period, and at closing paying the Purchase Price, pro rata with any other Members who elect to match such Offer in accordance with the terms hereof. The Purchase Price will be adjusted to reflect that one Member is effectively buying out the other so as to put the Selling Member in the same position he would have

been in had the sale to the Offeror been consummated (the "Adjusted Purchase Price"). The Matching Notice must be accompanied by a bank check (drawn on a bank reasonably acceptable to the Selling Shareholder) in an amount equal to ten percent (10%) of the Adjusted Purchase Price designated in the Offer. In the event that the Offer is accepted, then the parties will proceed to negotiate and execute a contract of sale within 30 days thereafter and close within sixty (60) days. In the event that the Non-Selling Member accepts the Offer, then the Non-Selling Member will pay the Adjusted Purchase Price at the closing of such transaction in accordance with the terms of payment of Section 14.6(b) herein. The "Offer Period" means ten (10) days; provided that the Selling Member has provided the Non-Selling Member at least sixty (60) days prior notice that the Membership Interests are being marketed for sale and if there has not been such prior sixty (60) day notice that the Membership Interests are being marketed for sale, then the Offer Period will mean sixty (60) days.

If no Non-Selling Member exercises any of their respective options set forth above to match any Offer, as set forth above, then and in that event, the Selling Member is free to cause the sale of all its Membership Interests in the Company as set forth in the Offer and execute all documentation reasonably requested by the Selling Member in connection therewith, in accordance with the terms of the Offer; provided that if such sale does not close within ninety (90) days of the expiration of the Offer Period, then such Selling Member must once again comply with the terms of this Section 14.1 before Transferring his Membership Interest.

All sales hereunder will be free and clear of all Encumbrances. In the event of said purchase, the purchaser shall be and become bound to and by all of the terms, covenants and conditions in this Agreement contained with the same force and effect as if such person were originally a party signatory hereto.

(vii) Despite the fact that the offer made, as aforesaid, shall not have been accepted, as hereinabove provided, either by the Company or by the Members, or by any third person, the Offeror shall not have the right to compel the liquidation of the Company and distribution of the net assets to the Members of the Company solely based on this set of circumstances.

(viii) Any sale made under the provisions of this Paragraph, except for a sale under subdivision "f" of this Paragraph, shall be at the price as set forth in Section 14.6 hereof. Payment for such Units shall be made within ninety (90) days after the exercise of the option granted herein at which time the purchaser shall pay the Offeror for his units in the same manner and under the same terms as a sale upon the death of a member.

Section 14.2 Recognition of Assignment by Company. No assignment, or any part thereof, that is in violation of this Article XIV shall be valid or effective, and neither the Company nor the Members shall recognize the same for the purpose of making distributions of Net Cash Flow pursuant to Section 9.1 hereof with respect to such company interest or part thereof. Neither the Company nor the Members shall incur any liability as a result of refusing to make any such distribution to the assignee of any such invalid assignment.

Section 14.4 Effective Date of Assignment. Any valid assignment of a Member's Interest in the Company, or part thereof, pursuant to the provisions of Section 14.1 hereof shall be effective as of the close business on the date on which such assignment is consummated. The Company shall, from the effective date of such assignment, thereafter pay all further distributions on account of the Company interest, (or part thereof) so assigned, to the assignee of such interest, or part thereof. As between any Member and its assignee, Profits and Losses for the Fiscal year of the Company in which such assignment occurs shall be apportioned for federal income tax purposes in accordance with any convention permitted under Section 706(d) of the Code and selected by the Members.

Section 14.5 Death or Disability of Members. Subject to the rights created in Section 14.1(c) above, in the event of the death or Disability (as defined below) of any Member (the "Decedent"), such Member or Decedent's estate shall continue to hold his Interest, and such estate will be bound by, and hold such Interest subject to and in accordance with, the terms hereof. In the event of the death of a Member, or in the event of a Disability that would render such Member unable to competently discharge the responsibilities being a Manager hereunder, then such Member's Successor Manager will be substituted for such Member, and if at any time such Member's successor Manager is unable or unwilling to serve as such, then such disabled Member, or Decedent's estate, as the case may be, will appoint a new successor Manager, subject to the consent of the other Member, such consent not to be unreasonably withheld. For purposes hereof, the term "Disability" means the inability of a Member to perform his duties as a Manager hereunder due to any physical or mental incapacity for a period of 120 consecutive days or any 150 days in any one year period. To establish a Disability, such physical or mental incapacity must be verified by a physician duly licensed in the State of New York reasonably selected by the Company.

ARTICLE XV

DISSOLUTION LIQUIDATION AND TERMINATION

Section 15.1 No Dissolution. The Company shall not be dissolved by the admission of Additional Members or Substitute Members in accordance with the terms of this Agreement.

Section 15.2 Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

(a) the expiration of the term of the Company, as provided in Section 2.3 hereof;

(b) the written consent of the Managers following the sale of substantially all of the Company's assets;

(c) the unanimous consent of all Members; or

(d) the entry of a decree of judicial dissolution the New York Act.

Section 15.3 Liquidation. Upon dissolution of the Company, the Manager shall carry out the winding up of the Company and shall immediately commence to wind up the Company's affairs provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Members shall continue to share Profits and Losses during liquidation in the same proportions, as specified in Article VIII hereof, as before liquidation. The proceeds of liquidation shall be distributed in the following order and priority:

(a) to creditors of the Company, including Members who are creditors (including, without limitation, the Company Note and all Notes made in favor of a Member in connection with a capital call under section 4.5 above), to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and

(b) to the Members in proportion to their Percentage Interests.

Section 15.4 Termination. The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article XV and the Articles shall have been canceled in the manner required by the New York Act.

Section 15.5 Claims of the Members. The Members and shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members shall have no resource against the Company or any other Member.

ARTICLE XVI

MISCELLANEOUS

Section 16.1 Notices. All notices, requests, demands, consents, and other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly given and received (i) if delivered by hand, the day it is so delivered against receipt or when a receipt is refused to be signed or (ii) if sent by a nationally recognized overnight courier for next business day delivery, the business day after it is sent, to the party to whom the same is so given or made, at the address of such party as set forth at the head of this Agreement, which address may be changed by notice to the other parties hereto duly given as set forth herein, and to each party's counsel as set forth below.

Section 16.2 No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the

right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of any term or provision hereof must be in writing.

Section 16.3 Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of all the parties and to the extent permitted by this Agreement, their successors, legal representatives and assigns.

Section 16.5 Interpretation. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. All references herein to "Articles," "Sections" and "Paragraphs" shall refer to corresponding provisions of this Agreement.

Section 16.6 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid of unenforceable provision were omitted.

Section 16.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parities hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 16.8 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 16.9 Indemnification; Injunctive Relief. Each party agrees to indemnify and hold harmless the other from and against all losses, claims, debts, liabilities, obligations, claims, expenses (including, without limitation, reasonable attorneys' fees and court costs) and costs suffered or incurred by the other party arising from, related to or in connection with the breach or failure to fully comply with any term or provision hereof. Flom also agrees to indemnify Nilva, in accordance with the foregoing, from and against any debts, liabilities or obligations that the Company may have incurred, if any, prior to the date hereof. In addition, each party agree that if either party fails to perform all of its obligations under every section in Article XIV, then the aggrieved party may, in addition to whatever other remedies may be available to it, seek and be granted injunctive relief (without the necessity of posing bond) to enforce its rights under Article XIV as money damages will not be sufficient to compensate either party from the other party's failure to fully comply with the terms and provisions of Article XIV.

ARTICLE XVII

JURISDICTION AND CHOICE OF LAW

Section 17.1 Jurisdiction and Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts to be wholly performed in such State. Each party hereto irrevocably (a) submits to the personal jurisdiction of the state and federal courts located in New York County, New York, (b) agrees that such courts will be the sole and exclusive jurisdiction to resolve any disputes between the parties hereto and (c) waives any claim based upon forum non conveniens.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AVG Capital, LLC
By: Avi Matatov, Manager

RJ Capital Holdings LLC
By: Rudolf Abramov, Manager

SCHEDULE A

Member	Percentage Interest	Initial Capital Contribution	Initial Loans
AVG Capital LLC	50%	$5,000,000.00	$11,650,000.00
RJ Capital Holdings LLC	50%	$5,000,000.00	

OPERATING AGREEMENT
OF
AVG CAPITAL LLC

OPERATING AGREEMENT OF AVG CAPITAL LLC (the "Company"), made as of June 17, 2016, among the individuals and entities (whose names and addresses are listed in Schedule A of this Agreement and made part hereof) signing it below as members of the Company.

WHEREAS, the Members desire to form a limited liability company pursuant to Section 203 of the New York Limited Liability Company Law, as amended from time to time (the "New York Act"), by filing a Articles of Organization of the Company with the office of the Secretary of State of the State of New York and entering into this Agreement;

WHEREAS, in order to promote their mutual interests and the interests of the Company, the Members hereby desire to set forth their agreement with respect to their relationship;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified.

"Additional Members" has the meaning set forth in Section 13.1 hereof.

"Affiliate" means with respect to a specified Person, any Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" means this Limited Liability Company Agreement of the Company, as amended, modified, supplemented or restated from time to time.

"Articles" means the Articles of Organization of the Company and any and all amendments thereto and restatements of the Secretary of State of the State of New York pursuant to the New York Act.

"Capital Account" means, with respect to any Member, the account maintained for such Member in accordance with the provisions of Section 4.4 hereof.

"Capital Contribution" means, with respect to any Member, the aggregate amount of cash and the fair market value of any property (other than cash) contributed to the Company pursuant to Section 4.1 hereof with respect to such Member's Interest.

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

"Company" means AVG CAPITAL LLC.

"Covered Person" means a Member, any Affiliate of a Member, any officers, directors, shareholders, partners, members, managers, employees, representatives or agents of a Member, or their respective Affiliates, or any employee or agent of the Company or its Affiliates.

"New York Act" means the New York Limited Liability Company Law, as amended from time to time.

"Fiscal Year" means (i) the period commencing upon the formation of the Company and ending on December 31, 2016 and (ii) each subsequent twelve (12) month period commencing on January 1 and ending on December 31.

"Interest" means a Member's share of the profits and losses of the Company and a Member's rights to receive distributions of the Company's assets in accordance with the provisions of this Agreement and the New York Act.

"Member" means each Person who or which executes a counterpart of this Agreement and includes any Person admitted as an Additional Member or a Substitute Member pursuant to the provisions of this Agreement. For purposes of the New York Act, the Members shall constitute one (1) class or group of members.

"Member Loan" means a loan made in accordance with Section 4.5.

"Net Cash Flow" means, for each Fiscal Year or other period of the Company, the gross cash receipts of the Company from all sources less all amounts paid by or for the account of the Company during the same Fiscal Year or such other period.

"Percentage Interest" means the Interest of a Member, expressed as a percentage of one hundred percent, as shown on Schedule A hereto.

"Person" includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

"Profits" and "Losses" means, for each Fiscal year, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with § 703 (a) of the Code.

"Substitute Member" means a Person who is admitted to the Company as a Member pursuant to Section 14.1 hereof, and who is named as a Member on Schedule A to this Agreement.

"Tax Matters Partner" has the meaning set forth in Section 11.1 hereof.

"Treasury Regulations" means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

Section 1.2 Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

ARTICLE II

FORMATION AND TERM

Section 2.1 Formation.

(i) The Members hereby form the company as a limited liability company under and pursuant to the provisions of the New York Act and agree that the rights, duties and liabilities of the Members shall be as provided in the New York Act, except as otherwise provided herein.

(ii) The Company shall consist of one (1) class or group of members.

(iii) Upon the execution of this Agreement or a counterpart of this Agreement, all Members listed in Schedule A attached hereto and who or which sign this Agreement shall be deemed admitted as members of the Company.

(iv) The name and mailing address of each Member and the amount contributed to the capital of the Company shall be listed on Schedule A attached hereto.

Section 2.2 Name. The name of the Company formed hereby is AVG CAPITAL LLC. The business of the Company may be conducted upon compliance with all applicable laws under any other name designated by the Members.

Section 2.3 Term. The term of the Company shall commence on the date the Articles is filed in the office of the Secretary of State of the State of New York and shall continue perpetually, unless the Company is dissolved in accordance with the provisions of this Agreement or Section 701 of the New York Act. The existence of the Company as a separate legal entity shall continue until the cancellation of the Articles.

Section 2.4 Registered Agent and Office. The Company's registered agent and office in New York shall be the secretary of state of the state of New York. The registered office where the secretary of state shall mail a copy of any process against the Company served upon him or

her is: c/o The Company at 62 West 47th Street, Suite 603, New York, N.Y. 10036. At any time, the Members may designated another registered agent and/or registered office.

Section 2.5 Principal Place of Business. The principal place of business of the Company shall be at 107-02 Queens Boulevard, Forest Hills, N.Y. 11375. The Company shall maintain its office at 62 West 47th Street, Suite 603, New York, NY 10036. At any time, the Members any change the location of the Company's principal place of business.

Section 2.6 Qualification in Other Jurisdictions. The Members shall cause the Company to be qualified or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company would be required under applicable law.

ARTICLE III

PURPOSE AND POWERS OF THE COMPANY

Section 3.1 Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the New York Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing, including, without limitation, acquiring, holding, managing, operating and disposing of interests in real and personal property.

Section 3.2 Powers of the Company. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose set forth in Section 3.1, including, but not limited to, the power:

(a) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the New York Act in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incident to the accomplishment of the purpose of the Company;

(b) to acquire by purchase, lease, contribution of property or otherwise, own, hold, operate, maintain, finance, improve, lease, sell convey, mortgage, transfer, demolish or dispose of any real or personal property and loans secured by such real and personal property that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(c) to enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any Member, any Affiliate thereof, or any agent of the Company necessary to, in connection with, convenient to, or incidental to the accomplishment of the purpose of the Company;

(d) to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose, and otherwise use and deal in and with, shares or other interest in or obligations of domestic or foreign

corporation, associations, general or limited partnerships (including, without limitation, the power to be admitted as a partner thereof and to exercise the rights and perform the duties created thereby), trusts, limited liability companies (including, without limitation, the power to be admitted as a Member or appointed as a manager thereof and to exercise the rights and perform the duties created thereof), or individuals or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

(e) to lend money for its proper purpose, to invest and reinvest its fund, to take and hold real and personal property for the payment of funds so loaned or invested;

(f) to sue and be sued, complain and defend, and participate in administrative or other proceedings, in its name;

(g) to appoint employees and agents of the Company, and define their duties and fix their compensation;

(h) to indemnify any Person in accordance with the New York Act and to obtain any and all types of insurance;

(i) to cease its activities and cancel its Articles;

(j) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect to any assets of the Company;

(k) to borrow money and issue evidences of indebtedness, and to secure the same by a mortgage pledge or other lien on the assets of the Company;

(l) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or to hold such proceeds against the payment of contingent liabilities; and

(m) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

Section 3.3 Merger of the Company. The Company may merge with, or consolidate into, another New York limited liability company or other business entity upon the approval of a majority in interest of the Members.

ARTICLE IV

CAPITAL CONTRIBUTIONS, INTEREST, CAPITAL ACCOUNTS AND ADVANCES

Section 4.1 Capital Contributions.

(i) Each Member has contributed or is deemed to have contributed to the capital of the Company the amount set forth opposite the Member's name on Schedule A attached hereto to the capital of the Company.

(ii) No Member shall be required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company with the written consent of all of the Managers.

Section 4.2 Member's Interest. A Member's Interest shall for all purposes be considered personal property. A Member has no interest in specific Company property.

Section 4.3 Status of Capital Contributions.

(i) Except as otherwise provided in this Agreement, the amount of a Member's Capital Contributions may be returned to it, in whole or in part, at any time, but only with the consent of the Managers. Any such returns of Capital Contributions shall be made to all Members in proportion to the Percentage Interests. Notwithstanding the foregoing, no return of a Member's Capital Contributions shall be made hereunder if such distribution would violate applicable state law. Under circumstances requiring a return of any Capital Contribution, no Member shall have the right to demand or receive property other than cash, except as may be specifically provided in this Agreement.

(ii) No Member shall receive any interest or drawing with respect to its Capital Contributions or its Capital Account or otherwise in its capacity as a Member.

(iii) The Members shall be liable only to make their capital contributions pursuant to Section 4.1 hereof, and no Member shall be required to lend any funds to the Company or, after a Member's Capital Contributions have been fully paid pursuant to Section 4.1 hereof, to make any additional capital contributions to the Company. No Member shall have any personal liability for (a) any debts, obligations or liabilities of, or other amounts owed by, the Company to any Person or (b) the repayment of any Capital Contribution to any other Member.

Section 4.4 Capital Accounts.

(i) An individual Capital Account shall be established and maintained for each Member.

(ii) The Capital Account of each Member shall be maintained in accordance with the following provisions:

(a) to such Member's Capital Account there shall be credited such Member's Capital Contributions; such Member's distributive share of Profits; and such Member's distributive share of other items of income, gain or credits; and

(b) to such Member's Capital Account there shall be debited the amount of cash and the fair market value of property distributed by the Company to such Member (net of

any liabilities secured by such distributed property which the Member is considered to assume or take subject to under Section 752 of the Code); such Member's distributive share of Losses; and such Member's distributive share of other items of loss or deduction.

Section 4.5 Member Loans.

In the event that the Managers determine that the Company needs additional funds, the Member may, but is not obligated to, lend all or a portion of such funds to the Company. The making of any such loan on any one occasion will not obligate the Member to make such loan on any further or other occasion. All such loans, if any, will be evidenced by a demand promissory note, bearing interest at the Prime Rate of The Chase Manhattan Bank, less one-quarter of one percent (1/4%), initially such rate will be as in effect on the last day of the month preceding such loan, and to be adjusted on the last day of each month thereafter for the next succeeding month or part thereof for which any principal remains outstanding. Interest will be compounded monthly and calculated on the basis of a 365 day year. Such loans will be demand loans, repayable on demand of the lender, without regard to the financial condition of the Company, either before or after the repayment of such loans, or any fiduciary duties which the Member may have to the Company or any other Member. All loans, including principal and interest, will be repaid prior to any distributions being made to any Members.

ARTICLE V

MEMBERS

Section 5.1 Powers of Members. The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Agreement and the New York Act.

Section 5.2 Partition. Each Member waives any and all rights that it may have to maintain an action for partition of the Company's property.

Section 5.3 Resignation. A Member may not resign from the Company or assign or transfer its Interest in the Company without the written consent of all of the Members.

ARTICLE VI

MANAGEMENT

Section 6.1 Management of the Company.

The Company will be managed by a board of managers (the "Board of Managers"). A manager need not be a Member. Initially, the Board of Managers will consist of three (3) managers (the "Managers"), and the initial Managers will be Valeri Matatov, Grogori Matatov and Avi Matatov. The Board of Managers will in the future be appointed by the vote of a majority in interest of the voting Members. Any Manager may be removed with or without

cause by all of the Members and replaced at the discretion of all of the Members. All vacancies will be filled by the appointment of the Members, and the Members may at any time increase or decrease the number of Managers and appoint such persons as they desire to fill any newly created positions. The Board of Managers will act by a majority vote of Managers.

The Board of Managers shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by either members or managers of a limited liability company under the laws of the State of New York, also including the power to sell all or substantially all of the assets of the Company. Only the Board of Managers has the authority to bind the Company and no individual or group of Members has such authority.

Section 6.2 Officers. The Board of Managers has the authority to appoint officers of the Company to serve at the will of the Board of Managers. Initially, the following offices are created to be filled by the following persons:

Valeri Matatov	President and Chief Executive Officer
Grigori Matatov	Chief Financial Officer
Avi Matatov	Chief Operating Officer

ARTICLE VII

AMENDMENTS AND MEETINGS

Section 7.1 Amendments. This Agreement may only be amended, changed or modified in a writing signed by the unanimous consent of all of the Members. Any amendment so adopted shall be binding upon all Members.

Section 7.2 Meetings of the Members.

(i) Meetings of the voting Members may be called at any time by the Managers or a majority in interest of the remaining voting Members. Notice of any meeting shall be given to all voting Members no less than two (2) days nor more than thirty (30) days prior to the date of such meeting. Each voting Member may authorize any Person to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the voting Member or its attorney-in-fact.

(ii) The voting Members shall establish all other provisions relating to meetings of Members, including notice of the time, place or purpose of any meeting at which any matter is to be voted on by any voting Members, waiver of any such notice, action by consent without meeting, the establishment of a record date, quorum requirements, voting in person or by proxy or any other matter with respect to the exercise of any such right to vote.

(iii) The Members may act by the written consent of the voting Members signed by a majority in interest of the voting Members.

ARTICLE VIII

ALLOCATIONS

Section 8.1 Profits and Losses.

(i) Subject to the allocation rules of Section 8.2 hereof, Profits for any Fiscal Year shall be allocated among the Members first, in proportion to previously allocated Losses, and thereafter in proportion to the Percentage Interests.

(ii) Subject to the allocation rules of Section 8.2 hereof, Losses for any Fiscal Year shall be allocated among the Members in proportion to their Capital Accounts plus Member Loans then outstanding until all Capital Accounts plus Member Loans are reduced to zero, and thereafter in proportion to the Percentage Interests.

Section 8.2 Allocation Rules.

(i) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Managers using any method that is permissible under § 706 of the Code and the Treasury Regulations thereunder.

(ii) Except as otherwise provided in this Agreement, all items of the Company income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits and Losses for the Fiscal Year in question taking into account the period of time such Member has held such Interest.

(iii) The Members are aware of the income tax consequences of the allocations made by this Article VIII and hereby agree to be bound by the provisions of this Article VIII in reporting their shares of Company income and loss for income tax purposes.

(iv) The Members intend that the allocation provisions set forth in this Agreement are intended to comply with Section 704(b) of the Code and the Treasury Regulations issued thereunder and the provisions are to be interpreted in a manner consistent with those Treasury Regulations.

Section 8.3 Tax Allocations; Section 704(c) of the Code. In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for income 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 initial fair market value.

ARTICLE IX

DISTRIBUTIONS

Section 9.1 Net Cash Flow. Except as otherwise provided in Article XV hereof (relating to the dissolution of the Company), distribution of the Net Cash Flow during any Fiscal Year shall be made to each Member in the amount equal to the proportionate share of such Member's Capital Contribution.

Section 9.2 Distribution Rules. All distributions pursuant to Section 9.1 hereof shall be made in equal monthly installments on the first day of every month.

Section 9.3 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate the New York Act or other applicable law.

ARTICLE X

BOOKS AND RECORDS

Section 10.1 Books, Records and Financial Statements.

(i) At all times during the continuance of the Company, the Company shall maintain, at is principal place of business, separate books of account for the Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement and of the Articles, shall at all times be maintained at the principal place of business of the Company and shall be open to inspection and examination at reasonable times by each Member and its duly authorized representative of any purpose reasonably related to such Member's interest in the Company.

(ii) The Managers shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Company. The Managers shall prepare and file, or cause to be prepared and filed, all applicable federal and state tax returns.

Section 10.2 Accounting Method. For both financial and tax reporting purpose and for purposes of determining Profits and Losses, the books and records of the Company shall be kept on the accrual method of accounting applied in a consistent manner and shall reflect all Company transactions and be appropriate and adequate for the Company's business.

Section 10.3 Annual Audit. At any time at the Member's sole discretion, the financial statements of the Company may be audited by an independent certified public accountant, selected by such Member, with such audit to be accompanied by a report of such accountant containing its opinion. The cost of such audits will be an expense of the Company. A copy of

any such audited financial statements and accountant's report will be made available for inspection by the Members.

ARTICLE XI

TAX MATTERS

Section 11.1 Tax Matters Partner.

(i) Valeri Matatov is hereby designated as "Tax Matters Partner" of the Company for purposes of § 6231(a) (7) of the Code. Valeri Matatov may act, in good faith, in any manner which is necessary to resolve any tax matters, and in furtherance thereof and without limiting any other actions Valeri Matatov may choose any forum for the resolution of tax matters or extend any statue of limitation without the written consent of any other Members.

(ii) The Tax Matters Partner shall, within ten (10) days of the receipt of any notice from the Internal Revenue Service in any administrative proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction or credit, mail a copy of such notice to each Member.

Section 11.2 Taxation as Partnership. The Company shall be treated as a partnership for U.S. federal income tax purposes.

ARTICLE XII

LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 12.1 Liability.

(i) Except as otherwise provided by the New York Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no covered Person shall be obligated or liable personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person.

(ii) Except as otherwise expressly required by law, a Member in its capacity as Member, shall have no liability in excess of (a) the amount of its Capital Contributions, (b) it share of any assets and undistributed profits of the Company, (c) its obligation to make other payment expressly provided for in this Agreement, and (d) the amount of any distributions wrongfully distributed to it.

Section 12.2 Exculpation.

(i) No Covered Person shall be liable to the Company or any other covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(ii) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believe are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits, Losses or Net Cash Flow or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

Section 12.3 Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person.

Section 12.4 Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 12.4 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

Section 12.5 Expense. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 12.4 hereof.

Section 12.6 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Managers shall, in their sole discretion, deem reasonable, on behalf of Covered Persons and such other Persons as the Manager shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the

Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

Section 12.7 Outside Business.

(a) Any Member or Affiliate thereof may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Members shall have no rights by virtue of the this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. No Member or Affiliate thereof shall be obligated to present any particular investment opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Member of Affiliate thereof shall have the right to take for its own account (individually or as a partner of fiduciary) or to recommend to others any such particular investment opportunity.

ARTICLE XIII

ADDITIONAL MEMBERS

Section 13.1 Admission. By approval of all of the Members, the Company is authorized to admit any Person as an additional member of the Company (each, an collectively, the "Additional Members"). Each such Person shall be admitted as an Additional Member at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Member on Schedule A hereto. The legal fees and expenses associated with such admission shall be borne by the Company.

Section 13.2 Allocations. Additional Members shall not be entitled to any retroactive allocation of the Company's income, gains, losses, deductions, credits or other items; provided that, subject to the restrictions of § 706(d) of the Code, Additional Members shall be entitled to their respective share of the Company's income, gains, losses, deductions, credits and other items arise after such effective date. To the extent consistent with § 706 (d) of the Code and Treasury Regulations promulgated thereunder, the Company's books may be closed at the time Additional Members are admitted (as though the Company's tax year had ended or the Company may credit to the Additional Members pro rata allocations of the Company's income, gains, loses, deductions, credits and items for that portion of the Company's Fiscal Year after the effective date of the admission of the Additional Members.

ARTICLE XIV

ASSIGNABILITY AND SUBSTITUTE MEMBERS

Section 14.1 Assignability of Interests; Rights of First Refusal; Drag Along.

(i) No Member may assign the whole or any part of its Interest without the prior written consent of all of the Members, which consent may be given or withheld in their sole and

absolute discretion. If the prior written consent of the Members are obtained for any such assignment, such assignment shall, nevertheless, not entitle the assignee to become a Substitute Member or to be entitled to exercise or receive any of the rights, powers or benefits of a Member other than the right to receive distributions to which the assigning Member would be entitled, unless the assigning Member designates, in a written instrument delivered to the other Members, its assignee to become a Substitute Member and the Members, in their sole and absolute discretion, consent to the admission of such assignee as a Member; and provided further, that such assignee shall not become a Substitute Member without having first executed an instrument reasonably satisfactory to the Members accepting and agreeing to the terms and conditions of this Agreement, including a counterpart of this Agreement, and without having paid to the Company a fee sufficient to cover all reasonable expenses of the Company in connection with such assignee's admission as a Substitute Member. If a Member assigns all of its interest in the Company and the assignee of such interest is entitled to become a Substitute Member pursuant to this Section 14.1, such assignee shall be admitted to the Company effective immediately prior to the effective date of the assignment, and immediately following such admission, the assigning Member shall cease to be a Member of the Company. In such event, the Company shall not dissolve if the business of the Company is continued without dissolution in accordance with Section 15.2 (ii) hereof.

(ii) In the event that any Member desires to assign all or any portion of its Interest, it may do so for cash only and it shall first so notify the Members and deliver to the Members a written copy of an offer (the "Offer") it has received for such Interest, including the name of the offeror, the purchase price and scheduled closing date. The Members will have sixty (60) days from the date they receive the Offer to determine if they will match the Offer for the entire Interest being offered. If the Members fail to notify the assigning Member within such sixty (60) day period, the Member will be deemed to have elected not to match the Offer and the assigning Member will be free to sell its Interest, but only within the next thirty (30) days; if the assigning Member fails to close such sale within such thirty (30) days the assigning Member will have to give notice to all of the other Members again in accordance with this Section. If within the sixty (60) day period, the Members notify the assigning Member that they will match the Offer, the Members will be bound to purchase the assigning Member's Interest in accordance with the terms of the Offer, and such transaction will close at a time and place mutually agreeable by the parties, but in no event more than ten (10) days after the closing date specified in the Offer.

(iii) In the event that a Member ever agrees to sell its entire Interest, they may, in its sole discretion, by delivering at least fifteen (15) days prior notice to all the other Members, cause all, but not less than all, of the other Members to sell their respective Interests to the same purchaser for the same consideration which the Member receives in exchange for its Interest. In such an event, the other Members agree to execute and deliver all necessary documentation requested by the purchaser or the Member, and to do all other or further things necessary, to sell its Interest to such Purchaser and otherwise to fully carry out the intent of the foregoing. In addition, to carry out the intent of the foregoing, each Member hereby irrevocably grants to the Members, a power of attorney to execute and deliver all such necessary documents to effectuate the foregoing, such power being coupled with an interest and is irrevocable.

Section 14.2 Recognition of Assignment by Company. No assignment, or any part thereof, that is in violation of this Article XIV shall be valid or effective, and neither the

Company nor the Members shall recognize the same for the purpose of making distributions of Net Cash Flow pursuant to Section 9.1 hereof with respect to such company interest or part thereof. Neither the Company nor the Members shall incur any liability as a result of refusing to make any such distribution to the assignee of any such invalid assignment.

Section 14.3 Effective Date of Assignment. Any valid assignment of a Member's Interest in the Company, or part thereof, pursuant to the provisions of Section 14.1 hereof shall be effective as of the close business on the last day of the calendar month in which the Members give their written consent to such assignment (or the last day of the calendar month in which such assignment occurs, if later). The Company shall, from the effective date of such assignment, thereafter pay all further distributions on account of the Company interest, (or part thereof) so assigned, to the assignee of such interest, or part thereof. As between any Member and its assignee, Profits and Losses for the Fiscal year of the Company in which such assignment occurs shall be apportioned for federal income tax purposes in accordance with any convention permitted under § 706 (d) of the Code and selected by the Members.

Section 14.4 Pledge. No Member may pledge or otherwise encumber the whole or any part of its Interest without the prior written consent of the Members, which consent may be given or withheld in the sole and absolute discretion of the Members.

ARTICLE XV

DISSOLUTION LIQUIDATION AND TERMINATION

Section 15.1 No Dissolution. The Company shall not be dissolved by the admission of Additional Members or Substitute Members or Substitute Members in accordance with the terms of this Agreement.

Section 15.2 Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

(i) the expiration of the term of the Company, as provided in Section 2.3 hereof;

(ii) the unanimous written consent of all of the Members;

(iii) the death, retirement, resignation, expulsion, bankruptcy or dissolution of the Members or the occurrence of any other event under the New York Act that terminates the continued membership of a Member in the Company, with respect to the Member only, unless, within ninety (90) days after occurrence of such an event, all of the remaining voting Members agree in writing to continue the business of the Company; or

(iv) the entry of a decree of judicial dissolution under the New York Act.

Section 15.3 Liquidation. Upon dissolution of the Company, the Members shall carry out the winding up of the Company and shall immediately commence to wind up the Company's affairs' provided, however, that a reasonable time shall be allowed for the orderly liquidation of

the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Members shall continue to share Profits and Losses during liquidation in the same proportions, as specified in Article VIII hereof, as before liquidation. The proceeds of liquidation shall be distributed in the following order and priority:

(i) to creditors of the Company, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and

(ii) to the Members in proportion to their capital contributions until all capital contributions have been returned to all Members, and thereafter in proportion to the Percentage Interests.

Section 15.4 Termination. The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article XV and the Articles shall have been canceled in the manner required by the New York Act.

Section 15.5 Claims of the Members. The Members and former Member shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members shall have no resource against the Company or any other Member.

ARTICLE XVI

MISCELLANEOUS

Section 16.1 Notices. All notices, requests, demands, consents, and other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly given and received, (i) if delivered by hand, the day it is so delivered against receipt, (ii) if mailed via the United States mail, certified first class mail, postage prepaid, return receipt requested, five business days after it is mailed, or (iii) if sent by a nationally recognized overnight courier for overnight delivery, receipt requested, the business day after it is sent, to the party to whom the same is so given or made, at the address of such party as set forth at the head of this Agreement, which address may be changed by notice to the other parties hereto duly given as set forth herein.

Section 16.2 No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of any term or provision hereof must be in writing.

Section 16.3 Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude

or waive its right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of all the parties and to the extent permitted by this Agreement, their successors, legal representatives and assigns.

Section 16.5 Interpretation. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. All references herein to "Articles," "Sections" and "Paragraphs" shall refer to corresponding provisions of this Agreement.

Section 16.6 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid of unenforceable provision were omitted.

Section 16.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parities hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 16.8 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

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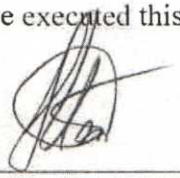
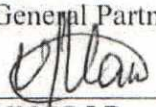
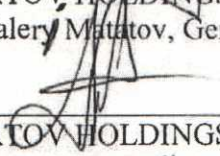
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.



MATATOV HOLDINGS LP
By: Avi Matatov, General Partner



MATATOV HOLDINGS LP
By: Valery Matatov, General Partner



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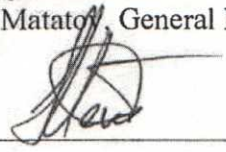
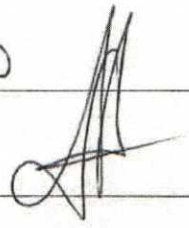
By: Grigori Matatov, General Partner



Avi Matatov

Valery Matatov



Grigori Matatov

SCHEDULE A

MEMBERS

Members	Capital Contribution	Interest of Profits & Losses
Valeri Matatov 62 West 47th Street, Suite 603 New York, N.Y. 10036	$_____	1%
Grigori Matatov 62 West 47th Street, Suite 603 New York, N.Y. 10036	$_____	1%
Avi Matatov 62 West 47th Street, Suite 603 New York, N.Y. 10036	$_____	1%
Matatov Holdings LP 62 West 47th Street, Suite 603 New York, N.Y. 10036	$_____	97%

or waive its right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of all the parties and to the extent permitted by this Agreement, their successors, legal representatives and assigns.

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