NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Office of the Director
625 Broadway, 12th Floor, Albany, NY 12233-7011
P: (518) 402-9706 I F: (518) 402-9020
www.dec.ny.gov

June 23, 2020

Main St. Louis, L.P.
Frank Chinnici
622 Main Street, Suite 400
Buffalo, NY 14203

RE: Site Name: 8 St. Louis Place
Site No.: C915355
Location of Site: 8 St. Louis Place, Erie County, Buffalo, NY 14216

Dear Mr. Chinnici:

To complete your file, attached is a fully executed copy of the Brownfield Cleanup Agreement for the 8 St. Louis Place Site.

If you have any further questions relating to this matter, please contact the project attorney for this site, David Stever, Esq., NYS Department of Environmental Conservation, Office of General Counsel, 270 Michigan Avenue, Buffalo, NY 14203 or by email at david.stever@dec.ny.gov.

Sincerely,

Type text here

Michael J. Ryan, P.E.
Director
Division of Environmental Remediation

Enclosure

ec: Damianos Skaros, Project Manager

cc: David Stever, Esq.
Jennifer Andaloro, Esq./Dale Thiel

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. C915355-03-20

8 St. Louis Place
DEC Site No:C915355
Located at: 8 St. Louis Place
Erie County
Buffalo, NY 14216

Hereinafter referred to as "Site"

by:

Main St. Louis, L.P.
250 Ramsdell Avenue, Buffalo, NY 14216

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 December 6, 2019; 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, Main St. Louis, L.P., 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 not located in a City having a population of one million or more. It is therefore presumed that the Site is eligible for tangible property tax credits.

III. Real Property

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately 0.230 acres, a Map of which is attached as Exhibit "A", and is described as follows:

Tax Map/Parcel No.: 111.22-8-7.1
Street Number: 8 St. Louis Place, Buffalo
Owner: Main St. Louis, L.P.

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:

Damianos Skaros
New York State Department of Environmental Conservation
Division of Environmental Remediation
270 Michigan Ave
Buffalo, NY 14203-2915
damianos.skaros@dec.ny.gov

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

Christine Vooris (electronic copy only)
New York State Department of Health
Bureau of Environmental Exposure Investigation
Empire State Plaza
Corning Tower Room 1787
Albany, NY 12237
christine.vooris@health.ny.gov

David Stever (electronic copy only)
New York State Department of Environmental Conservation
Division of General Counsel
270 Michigan Avenue
Buffalo, New York 14203
David.stever@dec.ny.gov

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

Main St. Louis, L.P.
Attn: Frank Chinnici
250 Ramsdell Avenue
Buffalo, NY 14216
fac@legacydev.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:

June 23, 2020

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

By: George W Hebert

Michael J. Ryan, P.E., Director
Division of Environmental Remediation

CONSENT BY APPLICANT

Applicant hereby consents to the issuing and entering of this Agreement, and agrees to be bound by this Agreement.

Main St. Louis, L.P.
By FAC CONTINENTAL LLC, General Partner
By: _____
FRANK A. CHINNICI
Title: Member
Date: April 3, 2020

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

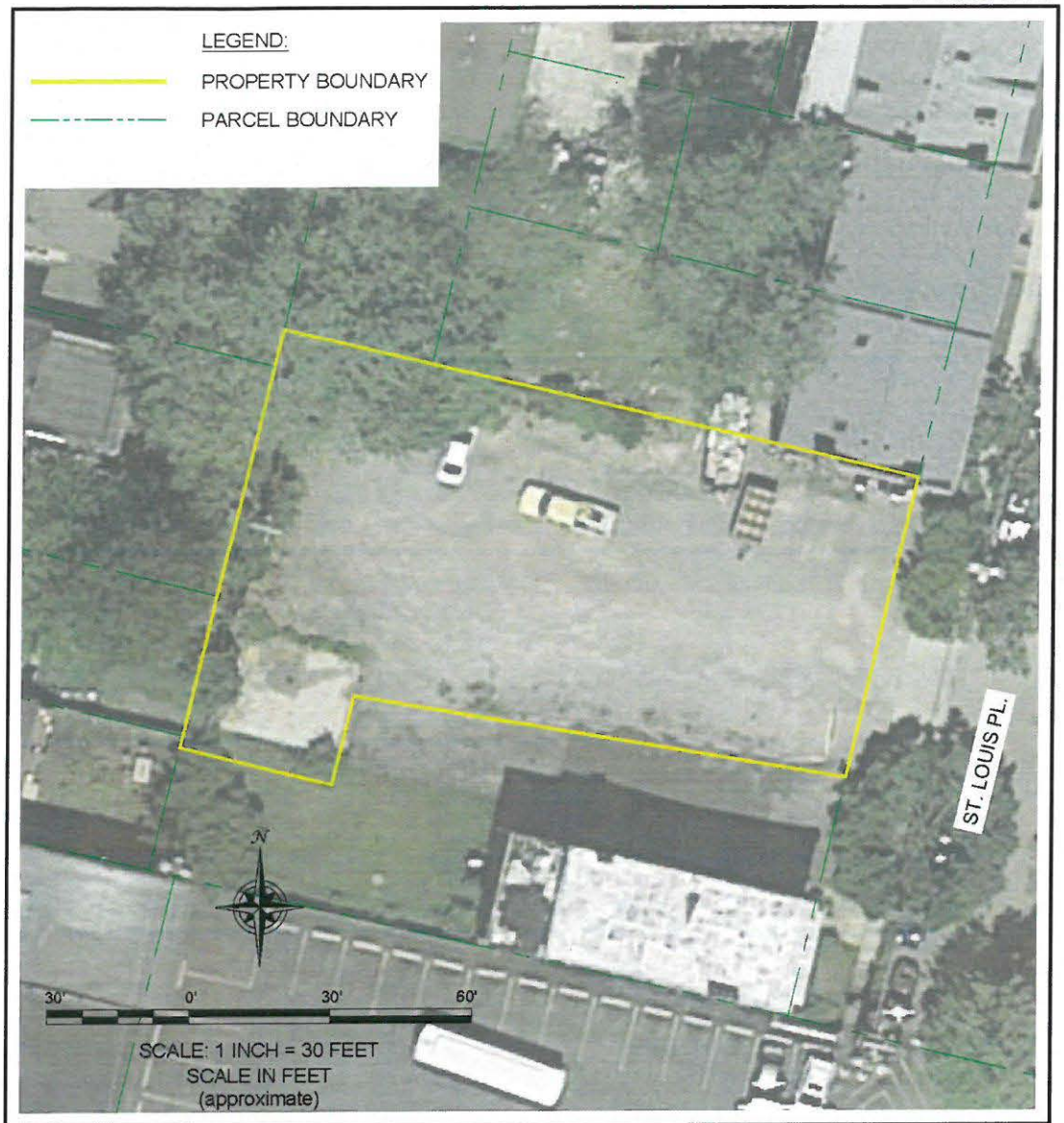
On the 3rd day of APRIL in the year 2020, before me, the undersigned, personally appeared Frank A Chinnici, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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.

CYNTHIA ANN GOLDE
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES NOV 30, 2023

_____
Signature and Office of individual taking acknowledgment

EXHIBIT A
SITE MAP

FIGURE 2



BENCHMARK ENVIRONMENTAL ENGINEERING & SCIENCE, PLLC

TURNKEY ENVIRONMENTAL RESTORATION, LLC

2558 HAMBURG TURNPIKE, SUITE 300, BUFFALO, NY 14218, (716) 856-0599

PROJECT NO.: 0395-018-001

DATE: OCTOBER 2019

DRAFTED BY: CEH

SITE PLAN (AERIAL)

REMEDIAL INVESTIGATION / INTERIM REMEDIAL MEASURES WORK PLAN

8 SAINT LOUIS PLACE
BUFFALO, NEW YORK

PREPARED FOR
MAIN ST LOUIS LP

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. All work undertaken as part of a remedial program for a Site must be detailed in a department-approved Work Plan or a submittal approved in form and content by the Department.

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. All work undertaken as part of a remedial program, including work undertaken pursuant to submittals other than Work Plans, must be approved by the department prior to implementation by the Applicant.

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.

LEGACY
DEVELOPMENT
Offices in New York and Florida

Via Certified Mail – Return Receipt Requested

April 3, 2020

Mr. Michael J. Ryan, P.E., Director
Division of Environmental Remediation
NY State Department of Environmental Conservation
625 Broadway – 12th Floor
Albany New York 12233-7011

Re: 8 St. Louis Place
Site No: C915355

Dear Mr. Ryan:

Enclosed are two (2) original Brownfield Cleanup Agreements ("**BCA**") executed by us along with a copy of the Main St. Louis L.P. ("**Applicant**") Operating Agreement, submitted as proof that Frank A. Chinnici, as the Member of FAC Continental LLC, General Partner to the Applicant, is authorized to execute the BCA on behalf of the Applicant.

Please let me know if you have any questions or require anything further.

Very truly yours,

Main St. Louis L.P.

By: FAC Continental LLC, General Partner

By: Frank A. Chinnici
Member

FAC/cf
Enc

250 Ramsdell Ave • Buffalo NY 14216
Tel: 716-689-3300 Fax: 716-639-0893
www.LegacyDev.com

LIMITED PARTNERSHIP AGREEMENT

OF

MAIN ST. LOUIS, L.P.

This Limited Partnership Agreement ("Agreement") is made as of October 25, 2015 between and among **LEGACY 810, LLC,** a New York limited liability partnership having an office for the transaction of business at 250 Ramsdell Ave., Buffalo, NY 14216 ("Legacy"); **WITHROW SOUTH CAPITAL CORP**., a Delaware corporation having an office for the transaction of business at 250 Ramsdell Avenue, Buffalo NY 14216 ("Withrow"); and **FAC Continental, LLC**, a New York limited liability partnership having an office for the transaction of business at 250 Ramsdell Ave., Buffalo, NY 14216 (the "FAC") under facts and circumstances summarized by the following recitals.

R E C I T A L S:

A. Legacy, Withrow and FAC have formed Main St. Louis, L.P., a New York limited partnership (the "Partnership") for the purposes hereinafter set forth.

B. Legacy and Withrow have agreed that they shall be the limited partners of the Partnership and are hereinafter sometimes individually referred to as a "Limited Partner" and collectively referred to as the "Limited Partners".

C. FAC has agreed to act as the general partner of the Partnership and is hereinafter sometimes referred to as the "General Partner".

D. The Limited Partners and the General Partner are hereinafter sometimes collectively referred to as the "Partners".

NOW, THEREFORE, for good and valuable consideration, the Partners, intending legally to be bound, agree as follows:

SECTION 1: FORMATION

1.1 Formation. The Partnership is formed as a limited partnership under the New York Revised Limited Partnership Act (the "Act"). The Partners agree that they shall comply with the requirements and

provisions of the Act, which shall govern the rights and liabilities of the Partners, except as otherwise provided in this Agreement. The General Partner has executed and filed a Certificate of Limited Partnership in accordance with the provisions of the Act and shall execute, file, record and publish (as appropriate) those amendments, assumed name certificates and other documents as are or become necessary or advisable in connection with the operation of the Partnership, as it determines.

SECTION 2: DEFINITIONS

2.1 Terms. The following terms used in this Agreement will have the meanings set forth below, unless the context otherwise requires:

Act means the New York Revised Uniform Limited Partnership Act, as amended.

Affiliate means, with respect to a specified person (a) any person who directly or indirectly owns, controls, or holds with power to vote, 10% or more of any class of equity securities of such specified person; (b) any person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such specified person; (c) any person who, directly or indirectly, controls, is controlled by, or is under common control with such specified person; or (d) any officer, director or partner of, or any person who serves in a similar capacity with respect to, such specified person, or of which such specified person is an executive officer, director or general partner, or with respect to which such specified person serves in a similar capacity.

Agreement means this Limited Partnership Agreement, as it may be amended from time to time.

Capital Account means the account established for each Partner as provided in Section 6.1 (a) and 1.704-1 (b)(2)(iv) of the Regulations, including such adjustments as may from time to time be made to such account in accordance with the provisions of this Agreement.

Capital Contribution means, with respect to any Partner, any amount contributed to, or for the benefit of, the Partnership by such Partner pursuant to Section 4.1.

Capital Transaction means the sale or condemnation of the Partnership assets or of any interest therein or the receipt of insurance proceeds in excess of amount expended for repairs or replacements (other than rent insurance proceeds), and any other similar items or transactions which, in accordance with GAAP, are attributable to capital, but such term does not include the refinancing of Partnership mortgages or other liabilities or the sale of Partnership Property resulting in the liquidation of the Partnership.

Code means the Internal Revenue Code of 1986 including all amendments and revisions.

Consent means either (a) the consent given by vote at a meeting called and held in accordance

with the provisions of Section 10.2, or (b) a written consent required or permitted to be given pursuant to this Agreement or applicable law, or (c) the act of voting or granting any such written consent, as the context may require. Except as expressly provided otherwise in this Agreement, "Consent of the Limited Partners" will refer to the Consent of a Majority in Interest of the Limited Partners.

Fiscal Period means the period from January 1 to December 31 of each year.

General Partner means FAC Downtown, LLC, a New York limited liability partnership, or any person who is admitted to the Partnership as an additional or substitute general partner in accordance with the terms of this Agreement.

Initial Limited Partners means those Limited Partners who were limited partners on the date of the adoption of this Agreement.

Interest means the entire ownership interest of a Partner in the Partnership at any particular time, including the right of such Partner to any and all benefits to which a Partner may be entitled as provided in this Agreement.

Limited Partner means each person who was or is admitted to the Partnership as an additional or substitute limited partner in accordance with the terms of this Agreement at all times prior to the complete withdrawal of such person as a limited partner in the Partnership.

Majority in Interest of the Limited Partners means the Consent of Limited Partners whose Interests represent more than 50% of the aggregate Partnership Percentages of all Limited Partners.

Net Profit (Loss) means the Partnership's net operating profits or net operating losses, as the case may be, determined on the accrual basis of accounting in accordance with generally accepted accounting principles consistently applied.

Notification or Notice means a writing containing the information required by this Agreement to be communicated to any person, sent or delivered in accordance with this Agreement.

Partner means any General Partner or any Limited Partner.

Partnership means Main St. Louis L.P. a New York limited partnership.

Partnership Percentage means for each Partner, the proportion, expressed as a percentage, that the number of such Partner’s Units bears to the total of all Partners' Units.

Real Property means the real property described in Chicago title Insurance Company Abstract of Title No. 1513-02878.

Refinance Transaction means the refinancing of Partnership mortgages or other liabilities.

Regulations means the Regulations promulgated under the Code, as such Regulations may be amended from time to time (including corresponding provisions of succeeding Regulations).

Tax Capital Account means the account established for each Partner as provided in Section 5, including such adjustments as may from time to time be made to such account in accordance with the provisions of this Agreement.

Tax Matters Partner means the General Partner.

Transfer of an Interest means a sale, exchange, transfer, assignment, or encumbrance of an Interest.

Transferee is the recipient of a Transfer of an Interest pursuant to Section 8.

Transferor is a Limited Partner who transfers an Interest pursuant to Section 8

Units means the units of interest in the ownership and profits and losses of the Partnership, and a Partner's right to receive distributions from the Partnership in its or his or her capacity as a Partner.

SECTION 3: GENERAL PROVISIONS

3.1 Name. The name of the Partnership shall be, and its business shall be conducted under the name, Main St. Louis L.P.

3.2 Principal Office. The address of the principal office of the Partnership is 250 Ramsdell Ave., Buffalo, NY 14216 or such other place as the General Partner may designate from time to time. The Partnership shall maintain its books and records at its principal office.

3.3 Business. The Partnership's business and purpose is to own, operate, lease develop and otherwise deal with the Real Property. The Partnership may engage in any other activity the General Partner deems necessary and suitable to accomplish and further such purposes.

3.4 Addresses of Limited Partners. The address of each Limited Partner is as set forth in the preamble to this Agreementset forth on such Limited Partner's Subscription Page. A Limited Partner may change

such address by notice to the General Partner, which notice shall become effective on receipt or such later time as such notice may specify.

3.5. Term and Dissolution.

(a) **Term.** The term of the Partnership shall commence on the day on which the Certificate of Limited Partnership is filed with the Department of State of the State of New York, pursuant to the provisions of the Act and shall end upon the first to occur of the following: (1) December 31, 2099; (2) receipt by the General Partner of an election to dissolve the Partnership at a specified time by a Majority in Interest, Notice of which is sent by registered mail to the General Partner not less than ninety (90) days prior to the effective date of dissolution; (3) withdrawal, removal, insolvency or dissolution of a General Partner (unless the Partnership is continued pursuant to the terms of this Agreement); or (4) any event which shall make it unlawful for the existence of the Partnership to be continued or requiring termination of the Partnership.

(b) **Dissolution.** Upon the occurrence of an event causing the dissolution of the Partnership, the Partnership shall be dissolved. Upon dissolution of the Partnership, the Partnership shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, satisfying the claims of its creditors, and distributing any remaining assets to the Partners. The General Partner shall be responsible for overseeing the winding up and liquidation of the Partnership. In such event, the General Partner shall as expeditiously as it deems prudent cause the Partnership to sell or otherwise to liquidate all of the Partnership's assets, without the necessity of any vote, consent, authorization or approval of any Partners. The proceeds of such liquidation shall be applied as follows:

(i) First, to pay the costs and expenses of the winding up, liquidation and termination of the Partnership.

(ii) Second, to creditors of the Partnership, other than Partners who may be creditors, in the order of priority provided by applicable law.

(iii) Third, to establish reserves reasonably determined by the to be adequate to meet any and all contingent or unforeseen liabilities or obligations of the Partnership, subject to the requirement that at the expiration of the period of time the General Partner deems advisable, the balance of the reserves remaining after the payment of such contingencies or liabilities shall be distributed as provided in this Section 3(b).

(iv) Fourth, to the Partners in repayment of any loans made by them to the Partnership or otherwise in their capacity as creditors of the Partnership.

(v) Fifth, to the Partners in accordance with the balances of their Capital Accounts, until all Capital Accounts (after taking into account all capital account adjustments for the year of dissolution and

liquidation in accordance with the provisions of Regulation Section 1.704-1(b)2(ii)(b)(2)) are reduced to zero.

(vi) Sixth, to the Partners in accordance with their respective Partnership Percentages.

(c) **Cancellation of Certificate of Limited Partnership**. Upon the completion of the distribution of Partnership cash and property as provided in Section 3.5(b) in connection with the liquidation of the Partnership, the Partnership shall be terminated and the Certificate of Limited Partnership shall be canceled and such other actions as may be necessary to terminate the Partnership shall be taken by the General Partner.

(d) **Capital Account Restoration.** No Limited Partner shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Partnership. The General Partner shall be obligated to restore any negative balance in its Capital Account upon liquidation of its interest in the Partnership by the end of the taxable year of the Partnership during which such liquidation occurs, or, if later, within 90 days after the date of such liquidation.

SECTION 4: CAPITAL CONTRIBUTIONS AND INTERESTS

4.1 General. All contributions to the capital of the Partnership will be in the form of cash.

4.2 General Partner. The General Partner has made a Capital Contribution in the amount set forth in Exhibit "A" to this Agreement and is the owner of the number of Units set forth in Exhibit "A". The General Partner is not required to make any additional Capital Contributions. The General Partner shall not be liable for the return or repayment of all or any portion of the capital or profits of any Partner (or assignee), it being expressly agreed that any return of capital or profits made pursuant to this Agreement shall be made solely from the assets (which shall not include any right of contribution from the General Partner) of the Partnership.

4.3 Limited Partners. Each Limited Partner has made a Capital Contribution in the amount set forth in Exhibit "A" to this Agreement and is the owner of the number of Units set forth in Exhibit "A". No Limited Partner will be required to make any additional Capital Contribution.

4.4 Interest and Return of Capital. Except as otherwise expressly provided in this Agreement, (a) no interest shall be paid by the Partnership on Capital Contributions and (b) no Partner shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent, if any, that distributions made pursuant to this Agreement or upon termination of the Partnership may be considered as such by law and then only to the extent provided for in this Agreement. Except as otherwise expressly provided in this

Agreement, no Partner shall have priority over any other Partner either as to the return of Capital Contributions or as to profits, losses or distributions.

SECTION 5: CAPITAL ACCOUNTS; PROFITS AND LOSSES AND DISTRIBUTIONS

5.1 Capital Accounts.

(a) The Partnership shall maintain for each Partner a separate Capital Account in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2). A Partner's Capital Account shall be increased by (i) the amount of all Capital Contributions made to the Partnership by such and (ii) all items of Partnership income and gain computed in accordance with Section 5.1(b) and allocated to such Partner pursuant to Section 5.3, and decreased by (x) the amount of cash or Net Agreed Value of all actual and deemed distributions of cash or property made to such Partner and (y) all items of Partnership deduction and loss computed in accordance with Section 5.1(b) and allocated to such Partner pursuant to Section 5.3.

(b) For purposes of computing the amount of any item of income, gain, loss or deduction which is to be allocated pursuant to Sections 5.3 and 5.4 and is to be reflected in the Partners' Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income tax purposes (including, without limitation, any method of depreciation, cost recovery or amortization used for that purpose), provided, that:

(i) All fees and other expenses incurred by the Partnership to promote the sale of (or to sell) a Partnership Interest that can neither be deducted nor amortized under Section 709 of the Code, if any, shall, for purposes of Capital Account maintenance, be treated as an item of deduction at the time such fees and other expenses are incurred and shall be allocated among the Partners pursuant to Section 5.3.

(ii) Except as otherwise provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under Section 754 of the Code which may be made by the Partnership and, as to those items described in Section 705(a)(1)(B) or 705(a)(2)(B) of the Code, without regard to the fact that such items are not includable in gross income or are neither currently deductible nor capitalized for federal income tax purposes. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704 - 1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment in the Capital Accounts shall be treated as an item of gain or loss.

(iii) Any income, gain or loss attributable to the taxable disposition of any Partnership property shall be determined as if the adjusted basis of such property as of such date of disposition were

equal in amount to the Partnership's Carrying Value with respect to such property as of such date.

(iv) If the Partnership's adjusted basis in a depreciable or cost recovery property is reduced for federal income tax purposes pursuant to Section 48(q)(1) or 48(q)(3) of the Code, the amount of such reduction shall, solely for purposes hereof, be deemed to be an additional depreciation or cost recovery deduction in the year such property is placed in service and shall be allocated among the Partners pursuant to Section 6.1. Any restoration of such basis pursuant to Section 48(q)(2) of the Code shall, to the extent possible, be allocated in the same manner to the Partners to whom such deemed deduction was allocated.

(c) A transferee of a Partnership Interest shall succeed to a pro rata portion of the Capital Account of the transferor relating to the Partnership Interest so transferred.

(d) In accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f), on an issuance of additional Partnership Interests for cash or Contributed Property or the issuance of Partnership Interests as consideration for the provision of services, the Capital Accounts of all Partners and the Carrying Value of each Partnership property immediately prior to such issuance shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property, as if such Unrealized Gain or Unrealized Loss had been recognized on an actual sale of each such property for an amount equal to its fair market value immediately prior to such issuance and had been allocated to the Partners at such time pursuant to Section 5.3 in the same manner as any item of gain or loss actually recognized following an event giving rise to the dissolution of the Partnership would have been allocated. In determining such Unrealized Gain or Unrealized Loss, the aggregate cash amount and fair market value of all Partnership assets (including cash or cash equivalents) immediately prior to the issuance of additional Partnership Interests shall be determined by the General Partner using such method of valuation as it may adopt; provided, however, that the General Partner, in arriving at such valuation, must take fully into account the fair market value of the Partnership Interests of all Partners at such time. The General Partner shall allocate such aggregate value among the assets of the Partnership (in such manner as it determines) to arrive at a fair market value for individual properties.

5.2 **Intentionally Omitted.**

5.3 **Allocations for Capital Account Purposes**. For purposes of maintaining the Capital Accounts and in determining the rights of the Partners among themselves, the Partnership's items of income, gain, loss and deduction (computed in accordance with Section 5.1(b)) shall be allocated among the Partners in each taxable year (or portion thereof) as provided herein below.

(a) Net Income. After giving effect to the special allocations set forth in Section 5.3(c), Net Income for each taxable year and all items of income, gain, loss and deduction taken into account in computing Net Income for such taxable year shall be allocated to the Partners in accordance with their respective

Partnership Percentages.

(b) Net Losses. After giving effect to the special allocations set forth in Section 5.3(c), Net Losses for each taxable period and all items of income, gain, loss and deduction taken into account in computing Net Losses for such taxable period shall be allocated to the Partners in accordance with their respective Partnership Percentages provided that the Net Losses shall not be allocated pursuant to this Section 5.3(b) to the extent that such allocation would cause any Partner to have a deficit balance in its Adjusted Capital Account at the end of such taxable year (or increase any existing deficit balance in its Adjusted Capital Account).

(c) Special Allocations. The following special allocations shall be made for each fiscal period:

(i) Partnership Minimum Gain Chargeback. Notwithstanding any other provision of this Section 5.3, if there is a net decrease in Partnership Minimum Gain during any Partnership taxable period, each Partner shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(f)(6), 1.704-2(g)(2) and 1.704-2(j)(2)(i), or any successor provision. For purposes of this Section 5.3(c)(i), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 5.3(c) with respect to such taxable period (other than an allocation pursuant to Sections 5.3(c)(vi) and 5.3(c)(vii)). This Section 5.3(c)(i) is intended to comply with the Partnership Minimum Gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) Chargeback of Partner Nonrecourse Debt Minimum Gain. Notwithstanding the other provisions of this Section 5.3 (other than Section 5.3(c)(i)), except as provided in Treasury Regulation Section 1.704-2(i)(4), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any Partnership taxable period, any Partner with a share of Partner Nonrecourse Debt Minimum Gain at the beginning of such taxable period shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii), or any successor provisions. For purposes of this Section 5.3(c), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 5.3(c), other than Section 5.3(c)(i) and other than an allocation pursuant to Sections 5.1(c)(vi) and 5.3(c)(vii), with respect to such taxable period. This Section 5.3(c) is intended to comply with the chargeback of items of income and gain requirement in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Priority Allocations. If the amount of cash or the Net Agreed Value of any property distributed (except cash or property distributed upon liquidation of the Partnership) to any Partner with respect to its Units for a taxable year is greater (on a per Unit basis) than the amount of cash or the Net Agreed Value of property distributed to the other Unitholders with respect to their Units (on a per Unit basis), then (1) each Unitholder receiving such greater cash or property distribution shall be allocated gross income in an

amount equal to the product of (aa) the amount by which the distribution (on a per Unit basis) to such Unitholder exceeds the distribution (on a per Unit basis) to the Unitholders receiving the smallest distribution and (bb) the number of Units owned by the Unitholder receiving the greater distribution; and (2) the General Partner shall be allocated gross income in an aggregate amount equal to 2/98ths of the sum of the amounts allocated in clause (1) above.

(iv) Qualified Income Offset. In the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations promulgated under Section 704(b) of the Code, the deficit balance, if any, in its Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible unless such deficit balance is otherwise eliminated pursuant to Section 5.3(c)(i) or (ii).

(v) Gross Income Allocations. In the event any Partner has a deficit balance in its Capital Account at the end of any Partnership taxable period in excess of the sum of the amount such Partner is required to restore pursuant to the provisions of this Agreement and (B) the amount such Partner is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), such Partner shall be specially allocated items of Partnership gross income and gain in the amount of such excess as quickly as possible; provided, that an allocation pursuant to this Section 5.3(c)(v) shall be made only if and to the extent that such Partner would have a deficit balance in its Capital Account as adjusted after all other allocations provided for in this Section 5.3 have been tentatively made as if Section 5.3(c)(iv) and this Section 5.3(c)(v) were not in this Agreement.

(vi) Nonrecourse Deductions. Nonrecourse Deductions for any taxable period shall be allocated to the Partners in accordance with their respective Partnership Percentages. If the General Partner determines in its good faith discretion that the Partnership's Nonrecourse Deductions must be allocated in a different ratio to satisfy the safe harbor requirements of the Treasury Regulations promulgated under Section 704(b) of the Code, the General Partner is authorized, upon notice to the other Partners, to revise the prescribed ratio to the numerically closest ratio that does satisfy such requirements.

(vii) Partner Nonrecourse Deductions. Partner Nonrecourse Deductions for any taxable period shall be allocated 100% to the Partner that bears the Economic Risk of Loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i). If more than one Partner bears the Economic Risk of Loss with respect to a Partner Nonrecourse Debt, such Partner Nonrecourse Deductions attributable thereto shall be allocated between or among such Partners in accordance with the ratios in which they share such Economic Risk of Loss.

(viii) Nonrecourse Liabilities. For purposes of Treasury Regulation Section 1.752-3(a)(3), the Partners agree that Nonrecourse Liabilities of the Partnership in excess of the sum of (A) the amount of

Partnership Minimum Gain and (B) the total amount of Nonrecourse Built-in Gain shall be allocated among the Partners in accordance with their respective Partnership Percentages.

(ix) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(c) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such item of gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(x) Curative Allocation.

(A) Notwithstanding any other provision of this Section 5.3, the Required Allocations shall be taken into account in making the Agreed Allocations so that, to the extent possible, the net amount of items of income, gain, loss and deduction allocated to each Partner pursuant to the Required Allocations and the Agreed Allocations, together, shall be equal to the net amount of such items that would have been allocated to each such Partner under the Agreed Allocations had the Required Allocations and the related Curative Allocation not otherwise been provided in this Section 5.c(c)(x)(A). Notwithstanding the preceding sentence, Required Allocations relating to (1) Nonrecourse Deductions shall not be taken into account except to the extent that there has been a decrease in Partnership Minimum Gain and (2) Partner Nonrecourse Deductions shall not be taken into account except to the extent that there has been a decrease in Partner Nonrecourse Debt Minimum Gain. Allocations pursuant to this Section 5.3(c)(x)(A) shall only be made with respect to Required Allocations to the extent the General Partner reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the Partners. Further, allocations pursuant to this Section 5.3(c)(x)(A) shall be deferred with respect to allocations pursuant to clauses (1) and (2) hereof to the extent the General Partner reasonably determines that such allocations are likely to be offset by subsequent Required Allocations.

(B) The General Partner shall have reasonable discretion, with respect to each taxable period, to (1) apply the provisions of Section 5.3(c)(x)(A) in whatever order is most likely to minimize the economic distortions that might otherwise result from the Required Allocations, and (2) divide all allocations pursuant to Section 5.3(c)(x)(A) among the Partners in a manner that is likely to minimize such economic distortions.

5.4 **Allocations for Tax Purposes**.

(a) Except as otherwise provided herein, for federal income tax purposes, each item of income, gain, loss and deduction shall be allocated among the Partners in the same manner as its correlative item

of "book" income, gain, loss or deduction is allocated pursuant to Section 5.3.

(b) In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or Adjusted Property, items of income, gain, loss, depreciation, amortization and cost recovery deductions shall be allocated for federal income tax purposes among the Partners as follows:

(i) (A) In the case of a Contributed Property, such items attributable thereto shall be allocated among the Partners in the manner provided under Section 704(c) of the Code that takes into account the variation between the Agreed Value of such property and its adjusted basis at the time of contribution; and (B) any item of Residual Gain or Residual Loss attributable to a Contributed Property shall be allocated among the Partners in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Section 5.3.

(ii) (A) In the case of an Adjusted Property, such items shall (1) first, be allocated among the Partners in a manner consistent with the principles of Section 704(c) of the Code to take into account the Unrealized Gain or Unrealized Loss attributable to such property and the allocations thereof pursuant to Section 5.1(d)(i) or 5.1(d)(ii), and (2) second, in the event such property was originally a Contributed Property, be allocated among the Partners in a manner consistent with Section 5.4(b)(i)(A); and (B) any item of Residual Gain or Residual Loss attributable to an Adjusted Property shall be allocated among the Partners in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Section 5.3.

(c) Any gain allocated to the Partners upon the sale or other taxable disposition of any Partnership asset shall, to the extent possible, after taking into account other required allocations of gain pursuant to this Section 5.4, be characterized as Recapture Income in the same proportions and to the same extent as such Partners (or their predecessors in interest) have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as Recapture Income.

(d) All items of income, gain, loss, deduction and credit recognized by the Partnership for federal income tax purposes and allocated to the Partners in accordance with the provisions hereof shall be determined without regard to any election under Section 754 of the Code which may be made by the Partnership; provided, however, that such allocations, once made, shall be adjusted as necessary or appropriate to take into account those adjustments permitted or required by Sections 734 and 743 of the Code.

(e) Each item of Partnership income, gain, loss and deduction shall for federal income tax purposes, be determined on an annual basis and prorated on a monthly basis and shall be allocated to the Partners as of the opening of the New York Stock Exchange on the first Business Day of each month; provided, however, that gain or loss on a sale or other disposition of any assets of the Partnership or any other extraordinary item of income or loss realized and recognized other than in the ordinary course of business, as determined by the General Partner in its sole discretion, shall be allocated to the Partners as of the opening of the New York Stock Exchange on the first Business Day of the month in which such gain or loss is recognized for federal income tax purposes. The General Partner may revise, alter or otherwise modify such methods of allocation as it determines necessary or appropriate in its sole discretion, to the extent permitted or required by Section 706 of the Code and the regulations or rulings

promulgated thereunder.

5.6 Distributions from Capital Transactions and Refinance Transactions. The net proceeds received by the Partnership from any Capital Transaction or any Refinance Transaction shall be allocated and distributed to the Partners as follows:

(a) First, to all Partners in the amount, if any, necessary to bring their Capital Accounts to zero; provided, however, that if the total amount of gain to be allocated is less than the sum of all Partners' negative Capital Account balances, then such gain shall be allocated among the Partners in proportion to the amount of their negative Capital Account Balances.

(b) Second, the balance, if any, to the Partners in accordance with their respective Partnership Percentages.

(c) Notwithstanding the foregoing, the General Partner may determine to distribute less than all of the net proceeds of a Capital Transaction or a Refinance Transaction.

5.7 Tax Withholding. To the extent the Partnership is required by law to withhold or to make tax payments on behalf of or with respect to any Partner (Tax Advances), the General Partner may cause the Partnership to withhold such amounts and make such tax payments as so required. All Tax Advances made on behalf of a Partner will, at the option of the General Partner, (i) be promptly paid to the Partnership by the Partner on whose behalf such Tax Advances were made or (ii) reduce any current withdrawal being made by such Partner (or, if no such withdrawal is being made by such Partner, be treated as a distribution to such Partner as of the last day of the Fiscal Period which includes the date the Tax Advance was remitted by the Partnership to the taxing authorities). Whenever the General Partner selects option (i), from the date 10 days after the receipt by the Partner on whose behalf the Tax Advance was made of Notice of the Tax Advance, the Tax Advance will bear interest at the highest rate permitted by law until repaid. Whenever the General Partner selects option (ii), for all other purposes of this Agreement, such Partner will be treated as having received the full amount of such withdrawal, unreduced by the amount of such Tax Advance. Each Partner hereby agrees to indemnify and hold harmless the Partnership and the General Partner from and against any liability with respect to Tax Advances required on behalf of or with respect to such Partner. Each Partner hereby agrees to promptly give the General Partner or the Partnership any true certification or affidavit that the General Partner may request in connection with this Section.

SECTION 6: MANAGEMENT OF THE PARTNERSHIP

6.1 Management. The General Partner, to the exclusion of all Limited Partners, shall conduct the

business of the Partnership and will make all decisions affecting the Partnership and the Partnership's assets. By way of illustration only, the General Partner:

(a) shall have sole discretion in determining what distributions, if any, shall be made to the Partners (subject to the allocation provisions of this Agreement), shall execute various documents on behalf of the Partnership and the Partners pursuant to powers of attorney and supervise the liquidation of the Partnership if any event causing termination of the Partnership occurs;

(b) may cause the Partnership to buy, sell, hold or otherwise acquire or dispose of assets in connection with the execution of the Partnership's business; and

(c) may engage, and compensate on behalf of the Partnership from funds of the Partnership, persons, firms or corporations, including the General Partner and any of its affiliates, as in its sole judgment it shall deem advisable for the conduct and operation of the business of the Partnership.

6.2 General Partner Authority.

(a) No person dealing with the General Partner shall be required to determine its authority to make any undertaking on behalf of the Partnership, nor to determine any fact or circumstance bearing upon the existence of its authority.

(b) Except as otherwise provided herein, the General Partner shall, in its sole and absolute discretion, determine whether to make any available election pursuant to the Code; provided, however, that the General Partner shall make an election under Section 754 of the code in accordance with applicable Regulations thereunder. The General Partner shall have the right to seek to revoke any such election (including, without limitation, the election under Section 754 of the Code) upon the General Partner's determination in its sole and absolute discretion that such revocation is in the best interest of the Partners.

(c) The General Partner shall be the "tax matters partner' of the Partnership for federal income tax purposes.

6.3 Management Fees. As compensation to the General Partner for its services in administering the business and affairs of the Partnership each fiscal year, the General Partner shall be paid a Management Fee in the amount of $ _____ per annum, payable in equal quarterly installments.

6.4 Partnership Expenses. All of the Partnership's expenses shall be borne by the Partnership (or reimbursed to the General Partner to the extent such expenses are advanced by it).

6.5 Other Business Activities. The General Partner will devote such time and services to the Partnership as it deems necessary, but it shall not be required to devote its full time to the Partnership's business. The General Partner is free to engage in other business activities provided they do not conflict, or are in competition with the Partnership's business. The Limited Partners acknowledge that such activities on the part of the General Partner do not give rise to any obligation on its part to account to the Partnership or any Limited Partner for any profits or other benefits derived therefrom.

6.6 New General Partners. Additional or substitute general partners may be admitted to the Partnership pursuant to Section 10. Upon the admission of any substitute or additional general partner or general partners, this Agreement shall be amended (and each Limited Partner consents to such amendment) so that the provisions of this Agreement shall apply to such general partner or general partners in the same manner as now applicable to the General Partner, to the extent practicable.

6.7 Limitations on Limited Partners. No Limited Partner:

(a) is entitled to any salary, draw or other compensation on account of the Limited Partner’s investment in the Partnership;

(b) shall participate in the Limited Partner’s capacity as a Limited Partner in the management of the business of the Partnership nor shall any Limited Partner have the power to contract for or bind the Partnership in any way;

(c) shall be liable for the debts, liabilities or other obligations of the Partnership except as may be provided for by law or under the terms of this Agreement.

SECTION 7: AUDITS AND REPORTS TO LIMITED PARTNERS

7.1 Reports. As soon as is practicable after the conclusion of each fiscal year, the Partnership will send (i) financial statements (including a balance sheet and statement of income) of the Partnership for the fiscal year then ended, compiled by an independent public accountant and (ii) tax information relating to the Partnership as is necessary for a Partner to complete the Partner’s federal income tax return. The General Partner is authorized to expend Partnership funds to provide the foregoing information and to notify the Limited Partners of other information as the General Partner may deem appropriate. Limited Partners or their authorized representatives may inspect the Partnership books and records at the General Partner's offices during normal business hours upon reasonable written Notice to the General Partner.

SECTION 8: TRANSFERABILITY OF INTERESTS

8.1 Transfer and Assignments of Interests. Each Limited Partner expressly agrees that it will not sell, exchange, transfer, assign, pledge as collateral or otherwise encumber any of its Interest or any part or all of its right, title and interest in the capital or profits of the Partnership without the prior written

consent of the General Partner and a Majority in Interest of the other Limited Partners. No Transfer of Interests will be recognized by the Partnership without the prior written consent of the General Partner and a Majority in Interest of the other Limited Partners.

8.2 Notice; Consent. If an assignment, transfer or disposition occurs by reason of the death of a Limited Partner or assignee, written Notice may be given by the duly authorized representative of the estate of the Limited Partner or assignee and shall be supported by proof of legal authority as may reasonably be requested by the General Partner. Any request for assignment or transfer shall be in writing to the General Partner. The General Partner may, in its sole discretion, waive receipt of the above-described Notice or waive any defect therein. No assignee, except upon consent of the General Partner and a Majority in Interest of the other Limited Partners (which consent may be withheld at its sole and absolute discretion), may become a substituted Limited Partner. A substituted Limited Partner shall have all the rights and powers and shall be subject to all the restrictions and liabilities of his assignor. If the General Partner and a Majority in Interest of the other Limited Partners withhold consent, an assignee shall not become a substituted Limited Partner and shall not have any of the rights of a Limited Partner, except that the assignee shall be entitled to receive that share of capital or profits and shall have the right of withdrawal to which his assignor would otherwise have been entitled. An assigning Limited Partner shall remain liable to the Partnership as provided in the Act, regardless of whether his assignee becomes a substituted Limited Partner.

8.3 Transfers and Assignments of General Partner Interest. The General Partner may transfer or assign part of its Interest to another person provided that (i) the Interest received by the Transferee will immediately be converted to a Limited Partners Interest, (ii) a Majority in Interest approves the transfer, and (iii) the transfer meets the conditions of Section 8.1.

SECTION 9: INDEMNIFICATION

9.1 Indemnification of General Partner. The General Partner, and any Affiliate of the General Partner engaged in the performance of services on behalf of the Partnership, shall (a) be indemnified by the Partnership for any liability or loss suffered by the General Partner or such Affiliate and shall (b) have no liability to the Partnership or to any Limited Partner for any liability or loss suffered by the Partnership which arises out of any action or inaction of the General Partner or such Affiliate if (i) the General Partner has determined, in good faith, that such course of conduct was in the best interests of the Partnership and (ii) such liability or loss determined in a final judgment by a court to be primarily attributable to the indemnitee's willful misfeasance, bad faith or gross negligence was not the result of negligence or misconduct by the General Partner or any such Affiliate.

9.2 Limitations. Any amounts payable to the General Partner or its Affiliates pursuant to the foregoing are recoverable only out of the assets of the Partnership and not from the Limited Partners. The Partnership shall not incur the cost of that portion of liability insurance that insures the General Partner

and its Affiliates for any liability as to which the General Partner and its Affiliates are prohibited from being indemnified.

9.3 Advances of Fees and Expenses. The Partnership may advance to the General Partner and its Affiliates legal expenses and other costs incurred as a result of legal action initiated against it or its affiliates, if the following conditions are satisfied: (i) the legal action relates to the performance of duties or services by the General Partner or its Affiliates on behalf of the Partnership; (ii) the General Partner or its Affiliates undertake to repay the advanced funds to the Partnership in cases in which they would not be entitled to indemnification pursuant to Section 9.1.

SECTION 10: AMENDMENTS; MEETINGS

10.1 Amendments with Assent of the General Partner. If at any time during the term of the Partnership the General Partner shall deem it necessary or desirable to amend this Agreement, it may proceed to do so, provided that the amendment shall be effective only if embodied in an instrument signed by both the General Partner and by a Majority in Interest of the Limited Partners (unless otherwise provided for in this Agreement) and if made in accordance with and to the extent permissible under the Act. Any supplemental or amendatory agreement 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. No meeting procedure or specified Notice period is required in the case of amendments made with the assent of the General Partner, mere receipt of an adequate number of un-revoked written Consents being sufficient. The General Partner may amend this Agreement without any action by Limited Partners in order (i) to clarify any clerical inaccuracy, ambiguity or reconcile any inconsistency, (ii) to add to the representations, duties or obligations of the General Partner or surrender any right or power of the General Partner for the benefit of the Limited Partners, (iii) to attempt to ensure that the Partnership is not taxed as an association for federal or state income tax purposes and to prevent the Partnership from becoming classified as a publicly traded partnership, (iv) so as to qualify or maintain the qualification of the Partnership as a limited partnership in any jurisdiction, (v) to change the name of the Partnership and to make any modifications to this Agreement to reflect the admission of an additional or substitute general partner, and (vi) to make any amendment to this Agreement which the General Partner deems advisable, provided that such amendment is not adverse to the Limited Partners, or that is required by law.

10.2 Meetings. Any Limited Partner upon written request addressed to the General Partner shall be entitled to obtain from the General Partner, at the Limited Partner's expense, a list of the names and addresses of record of all Limited Partners and the percent Interest held by each; provided that the Limited Partner represents that the list will remain confidential and not to be used for commercial purposes. Upon receipt of a written request, signed by Limited Partners owning at least 25% of the Interests then owned by Limited Partners, that a meeting of the Partnership be called to vote upon any matter which the Limited Partners may vote upon pursuant to this Agreement, the General Partner shall,

by written Notice to each Limited Partner of record mailed within fifteen (15) days after such receipt, call a meeting of the Partnership. The meeting shall be held at least thirty (30) but not more than sixty (60) days after the mailing of the notice, and the Notice shall specify the date of, a reasonable place and time for, and the purpose of the meeting.

10.3 Amendments and Actions without Assent of General Partner. At any meeting called pursuant to Section 12.2, upon the Consent (which may be in person or by proxy) of the Limited Partners (or as otherwise provided for by state law), the following actions may be taken, irrespective of whether the General Partner concurs: (i) this Agreement may be amended in accordance with and only to the extent permissible under the Act, provided, however, that Consent of 100% of the Limited Partners shall be required in the case of the following amendments: changing or altering Section 10.1 and/or this Section 12.3, extending the term of the Partnership, reducing the Capital Account of any Partner or modifying the percentage of profits, losses or distributions to which any Partner is entitled; in addition, reduction of the Capital Account of any assignee or modification of the percentage of profits, losses or distributions to which an assignee is entitled shall not be effected by amendment or supplement to this Agreement without such assignee's express written agreement; (ii) the Partnership may be dissolved; (iii) the General Partner may be removed and replaced; (iv) a new general partner or general partners may (to the extent permitted by the Act) be elected if the General Partner elects to withdraw from the Partnership or additional general partners are desired; (v) the sale of all or substantially all of the assets of the Partnership may be approved; and (vi) any contract for services with the General Partner or its affiliates may be canceled on sixty (60) days written Notice without penalty.

SECTION 11: MISCELLANEOUS

11.1 New York Law. The validity and construction of this Agreement shall be performed entirely within the State of New York.

11.2 Priority Among Limited Partners. No Limited Partner shall be entitled to any preference over any other Limited Partner in regard to the affairs of the Partnership, a priority or preference.

11.3 Notices. All Notices under this Agreement shall be in writing and, except as set forth in the following sentence, shall be effective upon personal delivery, (including facsimile) or if sent by first class mail, postage prepaid addressed to the last known address of the party to whom the Notice is to be given, upon the deposit of the Notice in the United States mails.

11.4 Binding Effect. This Agreement shall inure to and be binding upon all of the parties, their successors and assigns, custodians, heirs and personal representatives. For purposes of determining the rights of any Partner or assignee, the Partnership and the General Partner may rely upon the Partnership records as to who are Partners and assignees including all rights that they may have hereunder.

11.5 Captions. Captions in no way define, limit, extend or describe neither the scope of this Agreement nor the effect of any of its provisions.

11.6 Counterparts. This Agreement may be executed in several counterparts, including by signature of the Partnership's Subscription Agreement, Power of Attorney and Partnership Agreement Execution Page, and as executed will constitute one agreement, binding on all of the parties hereto.

11.7 Complete Agreement. This Agreement shall constitute the complete agreement among the parties concerning the subject matter hereof.

11.8 Legal Counsel. Each Partner acknowledges and understands that this Agreement and related documents have been prepared by counsel for the General Partner and that such counsel has not represented or been engaged to provide services to any other Partner or to the Partnership. Each Partner further acknowledges and understands that such counsel or other counsel may hereafter be engaged by the Partnership or by the General Partner to provide legal services and representation as the General Partner may determine, and in such event, such counsel or other counsel may concurrently represent the General Partner and the Partnership, and the General Partner may execute on behalf of the Partnership and the Partners any consent to such concurrent representation that such counsel or other counsel may request pursuant to the applicable rules of professional conduct for lawyers. Each Partner acknowledges and understands that counsel for the Partnership or any other Partner does not represent any Partner in the absence of a clear and explicit agreement to that effect between the Partner and such counsel with respect to the Partnership or the General Partner, and in the absence of such agreement, such counsel shall owe no duties to any Partner (even if such counsel represents such other Partner in matters unrelated to the Partnership). Each Partner agrees that in the event of any dispute between any of the Partners and the Partnership, or between any of the Partners or the Partnership, on the one hand, and the General Partner or any of its Affiliates represented by counsel for the Partnership, on the other hand, counsel for the Partnership may represent the Partnership or the General Partner or such Affiliates, or both, in such dispute to the extent permitted by such rules, and such Partner hereby consents to such representation.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS]

Schedule A to Limited Partnership Agreement

CAPITAL CONTRIBUTIONS, UNITS

Name	Capital Contribution	Units
Legacy 810, LLC	$101,155.00	101
Withrow South Capital Corp.	$1,160,000.00	1,160
FAC Continental, LLC	$0.01	0.00001
Total	$1,261,155.01	1,261

IN WITNESS WHEREOF, this Agreement is executed by the General Partner and the Initial Limited Partners as of the day and year first set forth above.

GENERAL PARTNER

FAC CONTINENTAL, LLC

By: _____

Frank A. Chinnici, Manager

LIMITED PARTNERS

WITHROW SOUTH CAPITAL CORP.

By: _____

Name: Anthony Hamm, III

Title: President

LEGACY 810, LLC

By: _____

Frank A. Chinnici, Manager

UNANIMOUS WRITTEN RESOLUTION
OF ALL PARTNERS OF
MAIN ST. LOUIS, L.P.

JUNE 9, 2020

The undersigned, being holders of all of the Partners of **Main St. Louis, L.P.**, a New York limited partnership (the "**Company**"), hereby jointly consent to pass, enact, approve, and adopt the following resolutions without a meeting and direct that this Resolution be filed with the minutes of the Company:

RESOLVED, that Frank A. Chinnici, the sole member of **FAC Continental, LLC**, the General Partner of the Company, (an "**Authorized Person**") be, and hereby is, authorized, directed, and empowered, acting alone, in the name or on behalf of the Company, to execute the Brownfield Cleanup Program ("**BCP**") Agreement, or any other documents or agreements necessary to enter and participate in the New York State Department of Environmental Conservation's Brownfield Cleanup Program (Environmental Conservation Law Article 27, Title 14) for property owned by the Company located at 201 Ellicott Street, Buffalo, New York; and be it further

RESOLVED, that the Authorized Person is hereby authorized, empowered and directed to take all such action on behalf of the Company as they may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolutions; and be it further

RESOLVED, that any acts of any officer of the Company and of any persons designated and authorized to act by any such officer of the Company, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as acts of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of all Partners of the Company as of the date first set forth above.

Frank A. Chinnici, Member, FAC Continental, LLC

Anthony Hammill, President, Withrow South Capital Corp.

Frank A. Chinnici, Member, Legacy 810, LLC

This consent may be executive in various counterpart copies, and by facsimile, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.