SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----------x

CTNY INVESTORS 3, LLC,

Plaintiff,

-against-

DMR CRE OPPORTUNITY FUND I LP, n/k/a BCM CRE OPPORTUNITY FUND I LP, and DMR/CT VENTURE LLC,

Defendants,

----------x

Index No.
Date Purchased:

SUMMONS

Plaintiff designates New York County as the place for trial.

Venue is based on CPLR § 503

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon the undersigned attorneys for plaintiff CTNY Investors 3, LLC, an answer to the Complaint, a copy of which is attached hereto, within twenty (20) days of the service of this Summons, exclusive of the day of service, or within thirty (30) days after the service is complete if this Summons is not personally delivered to you within the State of New York. In case of your failure to so answer, judgment will be taken against you by default for the relief demanded in said Complaint.

Dated: New York, New York
November 14, 2013

AKERMAN LLP (f/k/a Akerman Senterfitt LLP)

By: _____
Donald N. David, Esq.
Steven M. Cordero, Esq.
666 Fifth Avenue, 20th Floor
New York, NY 10103
(212) 880-3800

Attorneys for Plaintiff

To: DMR CRE Opportunity Fund I LP,
n/k/a BCM CRE Opportunity Fund I LP
126 East 56th Street, FL MEZZ1
New York, NY 10022

DMR/CT Venture LLC
126 East 56th Street, FL MEZZ1
New York, NY 10022

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----------x

CTNY INVESTORS 3, LLC,

Plaintiff,

-against-

DMR CRE OPPORTUNITY FUND I LP, n/k/a BCM CRE OPPORTUNITY FUND I LP, and DMR/CT VENTURE LLC,

Defendants,

----------x

Index No.

COMPLAINT

Plaintiff CTNY INVESTORS 3, LLC ("Plaintiff" or "CTNY"), by and through its attorneys Akerman LLP, as and for its complaint against Defendants DMR CRE Opportunity Fund I LP, n/k/a BCM CRE Opportunity Fund I LP (the "DMR Member") and DMR/CT Venture LLC ("Company" and collectively "Defendants"), alleges as follows:

NATURE OF THE ACTION

1. The issue presented in this action is the proper calculation of the amount due to CTNY pursuant to the terms of the Operating Agreement entered into between the DMR Member and CTNY creating the Company. A true and correct copy of the Operating Agreement is annexed hereto as Exhibit A.

2. The portion of the Operating Agreement in dispute governs the distribution of the proceeds from the sales of the individual commercial condominium units comprising the assets of the Company. Ex. A, Article VI.

3. The proceeds that CTNY is supposed to receive in excess of its Initial Interest is defined in the Operating Agreement as the "Promote" and is reflected in Section 6.1(a) of the Operating Agreement.

4. Contrary to the position taken by the DMR Member, reading Section 6.1(a) and 6.1(c) of Article VI together and in combination with the definition of Promote, demonstrates that the Promote accrues from day 1, but before it is distributed the test imposed by Section 6.1(c) must be met. This was the intent of the parties when the Operating Agreement was drafted, it is reflected in the language of the Operating Agreement and is consistent with practice and usage in the industry.

5. Plaintiff's position is clearly supported by the terms of the Operating Agreement, the understanding of the parties in negotiating the Agreement, and the customs and standards of the industry.

6. The DMR Member, taking advantage of its position as Managing Member of the Company, has taken the contrary position, and intends to make distributions to itself without any to Plaintiff or, in the alternative, at a significantly reduced figure than what Plaintiff is entitled.

7. In fact, this has become critical because the final commercial condominium unit owned by the Company in the Setai Condomiunim at 40 Broad Street, Manhattan, New York is scheduled to close on November 25, 2013 in a time of the essence closing.

8. Accordingly, Plaintiff also seeks injunctive relief requiring DMR Member to deposit distribution funds into an escrow account, and requiring joint signatures of authorized representatives from Plaintiff and the DMR Member before any distribution may be made pending a declaration by the Court as to the rights of the parties to the Operating Agreement.

9. The DMR Member has unequivocally stated that it does not intend to comply with its obligation to cause the Company to make the payment due to Plaintiff pursuant to Section 6.1(a) of the Operating Agreement. As a result, Plaintiff's Third Cause of Action seeks relief for this anticipatory breach of the Operating Agreement.

THE PARTIES

10. Plaintiff is a New York limited liability company with a principal place of business at 277 Park Avenue, New York, New York 10172.

11. Defendant DMR Member is a Delaware limited partnership which had a principal place of business at 888 Seventh Avenue, New York, New York 10106 according to the Operating Agreement but purportedly now has an address at 126 East 56th Street, FL MEZZ1, New York, New York 10022.

12. Defendant Company is a Delaware limited liability company which had a principal place of business at 888 Seventh Avenue, New York, New York 10106 according to the Operating Agreement but purportedly now has an address at 126 East 56th Street, FL MEZZ1, New York, New York 10022.

JURISDICTION AND VENUE

13. Jurisdiction is proper pursuant to CPLR § 302 because Defendants reside and transact business in the City and State of New York.

14. Venue is proper in this Court pursuant to CPLR § 503.

GENERAL FACTUAL ALLEGATIONS

15. Plaintiff is a private investment fund which, together with prior related entities involving the same team, has invested in value-added New York City real estate opportunities such as office, retail, and residential properties for the last fifteen years.

16. Upon information and belief, the DMR Member is or was an equity fund owned by Declaration Management & Research, LLC, a division of Manulife/John Hancock Insurance.

The Company and the Operating Agreement

17. On or about May 24, 2011, pursuant to the terms of the Operating Agreement, Plaintiff and DMR Member formed the Company for the primary purpose of "invest[ing], either directly or indirectly, in commercial and/or residential real property (or indebtedness secured thereby) and to engage in activities incidental thereto ..." Ex. A, §3.1.

18. DMR has a 95% interest in the Company while Plaintiff has a 5% interest. Ex. A, Schedule 1.

19. The Operating Agreement defines the mechanism for determining the distributions to Plaintiff, both as a result of its ownership interest in the Company and its additional incentive compensation for handling day-to-day operations and sales of the commercial units. These amounts are determined pursuant to Article VI, distributions are determined in a "Waterfall" structure as follows:

> (a) Subject to the provisions of Section 6.1(c) hereof, the Managing Member [DMR Member] shall distribute the Available Cash of the Company, if any, pursuant to the following order of priority:
>
> (i) First, to the Members pro rata, in proportion to their respective Percentage Interests, until each Member shall have received the full amount of Capital Contributions made by such Member through the date of Distribution;
>
> (ii) Second, to the Members pro rata, in proportion to their respective Percentage Interests, until DMR Member shall have received, taking into account the time and amount of all prior Capital Contributions and Distributions, an Internal Rate of Return equal to 13% per annum;
>
> (iii) Third, (x) 80% to the Members pro rata, in proportion to their respective Percentage Interest, and (y) 20% to CTNY

> Member, until DMR Member shall have received, taking into account the timing and amount of all prior Capital Contributions and Distributions, an Internal Rate of Return equal to 19% per annum;
>
> (iv) Fourth, (x) 75% to the Members pro rata, in proportion to their respective Percentage Interests, and (y) 25% to CTNY Member, until DMR Member shall have received, taking into account the timing and amount of all prior Capital Contributions and Distributions, and Internal Rate of Return equal to 23% per annum, and
>
> (v) Thereafter, (x) 65% to the Members pro rata, in proportion to their respective Percentage Interest, and (y) 35% to CTNY Member.

Ex. A § 6.1(a).

20. "Available Cash" is defined as the amount of all cash receipts the Company has during a given period, excluding any capital contributions and any loans made by either Plaintiff or DMR Member to the Company. Ex. A, p. 2.

21. The incentive compensation that CTNY is to receive is defined in the Operating Agreement as the Promote. It is defined as

> "Promote" means the cumulative amount of Available Cash distributed to CTNY Member in excess of the product of the Percentage Interest of CTNY Member and the cumulative amount of Available Cash distributed to the Members, *as determined under Sections 6.1(a)(iii)-(v).*

Ex. A, p. 6 (emphasis supplied).

22. Article VI also provides:

> (c) Notwithstanding any contrary term set forth in this Agreement, if, as of the date of any Distribution, the aggregate amount of all distributions theretofore paid to DMR Member is less than 150% of the aggregate amount of all Capital Contributions theretofore made by DMR Member to the Company, then, notwithstanding the Internal Rate of Return theretofore received by DMR Member, 100% of all Distributions shall be made to the Members *pro rata* in accordance with their Percentage

> Interest, without taking account of the Promote, until such time as DMR Member has received aggregate Distributions equal to 150% of the aggregate Capital Contributions theretofore made by DMR Member.

Ex. A. § 6.1(c).

23. These two sections of Article VI, read together and in combination with the definition of Promote, demonstrate that the Promote accrues from day one, but before it is distributed the test imposed by Section 6.1(c) must be met. This was the intent of the parties when the Operating Agreement was drafted, it is reflected in the language of the Operating Agreement and is consistent with practice and usage in the industry.

24. A contrary interpretation of Article VI that Section 6.1(c) precedes the Waterfall would, in effect, render various portions of the language of the Operating Agreement, such as Section 6.1(a)(i), a nullity, since there would be no circumstance under which it would have any effect.

25. Moreover, if the parties had intended Section 6.1(c) as a bar such that no portion of the Promote accrues unless and until the DMR Member received a return of 150% of its capital contributions, Section 6.1(c) would have been part of the Waterfall set forth in Section 6.1(a), and would precede all of the subsections (i) through (v).

26. That is obviously not the case because it was never the parties' intention for Section 6.1(c) to act as such a barrier.

Setai Commercial Unit 4 LLC

27. In connection with the Operating Agreement, the Company, as a joint venture between Plaintiff and DMR Member, formed another limited liability company on or about June 1, 2011 called Setai Commercial Unit 4 LLC ("Setai").

28. The primary purpose of Setai is the acquisition, owning, managing, maintaining, leasing, mortgaging and otherwise dealing with the premises known as Commercial Unit 4 ("Unit") in The Setai Condominium, 40 Broad Street, New York, New York.

29. At the time of the acquisition, the Unit consisted of 67,544 square feet on four floors of the commercial building, with 22,000 square feet being occupied by three tenants and the remaining 45,000 square feet vacant.

30. Thereafter, the Company has sought to take advantage of the bulk purchase of the Unit to offer either single floors, divided floors, or multiple floors to purchasers at a profit.

31. On September 12, 2013, Plaintiff submitted schedules to DMR Member calculating the total Promote, based upon both prior sales of units and the anticipated sale of the final units. The Promote was estimated at $836,000 based upon prospective returns on the last two transactions. The exact amount of the Promote needs to be calculated based upon the final determination of the Available Cash.

32. The DMR Member, relying on its claim that Section 6.1(c) of the Operating Agreement precedes the accrual of any portion of the Promote, has unilaterally rejected that claim.

33. Further, as Managing Member, the DMR Member has made it clear that it intends to fully distribute the proceeds of the sale of the final unit, due to occur on November 25, 2013, immediately after the closing.

34. Thus, the DMR Member would specifically violate the terms of the Operating Agreement, which prohibits it from making a distribution of funds without first deducting known and accrued expenses and costs and reserves for claims and billings, such as the Promote amount due Plaintiff.

35. The DMR Member, while rejecting CTNY's claim for the Promote, has offered several different and contradictory estimates of what is due CTNY, ranging from $0 to more than $400,000.

36. Yet, by proposing to act unilaterally to distribute the proceeds of the sale of the final unit without giving full consideration to the language of Section 6.1(a)(i)-(v), the DMR Member's action would be contrary to the terms of the Operating Agreement, the intent of the parties, and the customs and standards of the industry.

37. Despite this, the DMR Member had authorized a distribution based on *its* view of the agreement and directed the managing company to make such distribution.

38. DMR Member's threat to make the distribution on its own terms creates an immediate risk of loss of the Company's assets for which Plaintiff is entitled under the Promote. Under the terms of the Operating Agreement, upon the sale of the final unit and the distribution of the proceeds therefrom, the Company is to be liquidated and dissolved.

39. It is unlikely that Plaintiff will ever get paid what it is owed if such happens, and at the very least it will have to chase the proceeds of the sale once they have been distributed, without any surety that those funds will not be diverted once they are in the hands of those other than the Company.

40. To permit the Company to distribute the proceeds from this final sale, dissolve and liquidate before there is a resolution of the parties' dispute would result in irreparable harm to Plaintiff.

41. DMR Member going forward with its threat to make the distribution on its own terms would be a material breach of the Operating Agreement and cause Plaintiff to lose almost $1 million for which it is entitled under the Promote.

AS AND FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment against Defendants)

42. Plaintiff repeats and realleges each and every allegation set forth in paragraph 1 through 39 as if fully set forth herein.

43. Section 6.1(a) the Operating Agreement provides a mechanism for determining the distributions to Plaintiff, which is known as the Promote.

44. Based on the terms of the Operating Agreement, the Promote accrues from day one, but before it is distributed the 150% test imposed by Section 6.1(c) must be met.

45. DMR Member, however, takes the incorrect position that Section 6.1(c) is intended as a bar such that no portion of the Promote accrues unless and until the DMR Member received a return of 150% of its capital contributions.

46. DMR Member, based on its incorrect position, intends to make distributions in contravention of Plaintiff's rights under the Operating Agreement.

47. Plaintiff has no adequate remedy at law.

48. Accordingly, by reason of the foregoing, Plaintiff is entitled to a declaratory order that affirmatively confirms and declares that the Promote accrues from day one regardless of whether DMR Member has received a return of 150% of its capital contributions.

AS AND FOR A SECOND CAUSE OF ACTION
(Permanent Injunction against Defendants)

49. Plaintiff repeats and realleges each and every allegation set forth in paragraph 1 through 46 as if fully set forth herein.

50. Plaintiff seeks a permanent injunction restraining and enjoining Defendants, their employees, agents, servants, representatives and all other persons and entities acting under or on their behalf, or in concert with them, known or unknown, from making or causing to be made by

another, any distribution from the assets of the Company prior to paying Plaintiff the amount of the Promote,, representing the amount it is due pursuant to Section 6.1(a) of the Operating Agreement, together with such additional sums as are necessary to meet the potential liabilities of the company, currently estimated as being not more than $500,000.

51. Absent such relief, Plaintiff will be irreparably harmed as the funds necessary to satisfy the Company's obligations to Plaintiff will otherwise be dissipated, as well as those funds necessary to meet the potential liabilities of the Company.

52. Plaintiff has a clear likelihood of success on the merits because the terms of the Operating Agreement, the intent of the parties, and customs and standards in the industry supports its interpretation of Article VI. Further, pursuant to the terms of the Operating Agreement, no distribution can be made except from Available Cash, which expressly requires withholding from distribution such sums as are necessary to meet potential liabilities

53. To allow Defendants to make distributions without regard for Plaintiff's entitlement to the approximate $830,000 due pursuant to the Promote, would cause Plaintiff serious and immediate loss, and would facilitate DMR Member's winding up of the Company and liquidation of the Company's assets based on DMR Member's incorrect interpretation of the Operating Agreement.

54. Plaintiff has no adequate remedy at law, and will suffer immediate and irreparable harm absent injunctive relief as prayed for herein.

AS AND FOR A THIRD CAUSE OF ACTION
(Anticipatory Breach of Contract against the Company and the DMR Member)

55. Plaintiff repeats and realleges each and every allegation set forth in paragraph 1 through 52 as if fully set forth herein.

56. The DMR Member has already notified Plaintiff that it will not make payment of the Promote in conformity with the terms and conditions set forth in the Operating Agreement.

57. At this time it is unknown as to what amount the DMR Member proposes to pay, given the facts that it has presented at least two alternative calculations, resulting in different amounts, and has also indicated at one point that it believed that there might be nothing due under Section 6.1(a) of the Operating Agreement.

58. By such actions, the DMR Member has clearly stated its intent to breach the terms of the parties' contract.

59. Plaintiff has performed all of the duties and obligations imposed upon it under the terms of the Operating Agreement, and is therefore entitled to receive the amount of the Promote, calculated in a fashion in accord with CTNY's interpretation of Article VI of the Operating Agreement.

60. By reason of such anticipatory breach of the Operating Agreement, CTNY will have been injured in the sum it was entitled to receive as the Promote.

61. In view of the foregoing, Plaintiff is entitled to recover compensatory damages from the Company and the DMR Member in the amount of the properly calculated Promote, but in no instance less than $800,000.

WHEREFORE, Plaintiff demands that judgment be entered against Defendants as follows:

(1) On the First Cause of Action, a declaration in its favor and against the Defendants declaring that the Promote accrues from day 1 regardless of whether DMR Member has received a return of 150% of its capital contributions;

(2) On the Second Cause of Action, that a permanent injunction be entered restraining and enjoining Defendants, their employees, agents, servants, representatives and all other persons and entities acting under or on their behalf, or in concert with them, known or unknown, from making or causing to be made by another, any distribution from

the assets of the Company prior to paying Plaintiff it properly calculated Promote, representing the amount it is due pursuant to Section 6.1(a) of the Operating Agreement, together with such sums as must be reserved to meet the Company's potential liabilities;

(3) On the Third Cause of Action, damages against Defendant Company and Defendant DMR Member in the amount of the properly calculated Promote, but in no instance less than $800,000, plus reasonable attorneys' fees, costs and disbursements;

(4) Costs, interest, attorneys' fees, and disbursements to the highest extent permitted by law; and

(5) Such other relief as this court deems just and proper.

Dated: New York, New York
November 14, 2013

AKERMAN LLP (f/k/a Akerman Senterfitt LLP)

By: _____
Donald N. David, Esq.
Steven M. Cordero, Esq.
666 Fifth Avenue, 20th Floor
New York, NY 10103
(212) 880-3800

Attorneys for Plaintiff

EXHIBIT A

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF DMR/CT VENTURE LLC

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "Agreement") of DMR/CT Venture LLC, dated as of May 24, 2011, is made and entered into between DMR CRE Opportunity Fund I LP, a Delaware limited partnership ("DMR Member"), and CTNY Investors 3, LLC, a New York limited liability company ("CTNY Member").

Preliminary Statement

The parties hereto wish to enter into this Agreement to provide for the respective rights, obligations and interests of the parties to each other and to the Company (as hereinafter defined) and the terms and conditions on which the Company will conduct its business, as well as for certain other matters.

Accordingly, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The following definitions shall be applied to the terms used in this Agreement for all purposes, unless otherwise clearly indicated to the contrary.

"Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Additional Capital Contributions" shall have the meaning given in Section 4.2 hereof.

"Affiliate" means, with respect to DMR Member, CTNY Member, or any other Person: any individual, partnership, corporation, trust, unincorporated association or other entity or association, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with DMR Member, CTNY Member or such other Person, as the case may be, which in the case of a partnership or limited liability company, shall include each of the constituent partners or members, as the case may be, thereof. The term "control" (including, without correlative meaning, the terms "controlled by," "under common control with," "controlled" or "controlling"), as used in the immediately preceding sentence, shall mean, with respect to any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or business of the controlled entity, whether through the ownership of voting securities or by contract or otherwise.

"Agreement" shall have the meaning given in the Preamble to this Agreement.

"Annual Budget" shall have the meaning given in Section 7.8 hereof.

"Annual Business Plan" shall have the meaning given in Section 7.8 hereof.

"Assignment and Agreement" shall mean that certain Assignment and Agreement, dated as of May 18, 2011, between 40 Broad Associates, as assignor, and DMR CRE Opportunity Fund I LP, as assignee, as assigned by DMR CRE Opportunity Fund I LP, as assignor, to Setai Commercial Unit 4 LLC, pursuant to that certain Assignment and Assumption Agreement, dated as of the date hereof, between DMR CRE Opportunity Fund I LP and Setai Commercial Unit 4 LLC.

"Available Cash" means, for any period in question, the amount by which (A) the sum of (i) the amount of all cash receipts of the Company during such period from whatever source (excluding all Capital Contributions and any loan made by a Member to the Company), in respect of all Investments, including, without limitation, cash from operations, proceeds resulting from a sale, refinancing or casualty and Loan Proceeds and (ii) any cash reserves of the Company existing at the start of such period, exceeds (if at all) (B) the sum of (i) all cash amounts paid (without duplication) from the items in clause (A) in such period on account of expenses and capital expenditures incurred in connection with the Company's conduct of business in respect of all Investments (including, without limitation, any services fee obligation of the Company or any of the Investment Entities pursuant to any CTNY Member Services Agreement, any reimbursement obligations of the Company to the Members pursuant to this Agreement, general operating expenses, taxes and amortization or interest on any debt of the Company, and expenses that are paid from existing reserves) and (ii) such cash reserves which may be required for the working capital and future needs of the Company for the items set forth in clause (A) above in an amount as reasonably determined by Managing Member.

"Bankrupt" and "Bankruptcy" shall have the meaning given in Section 13.1 hereof.

"Book Value" with respect to any Company Asset means its adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulations Sections 1.704-1(b)(2)(iv)(d) though (iv)(g), except that the initial Book Value of any asset contributed by a Member to the Company shall be an amount equal to the fair market value of such asset, as determined by Managing Member, and such Book Value shall thereafter be adjusted in a manner consistent with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for revaluations pursuant to Section 5.1(b) and for the Depreciation taken into account with respect to such asset.

"Business Day" means any day that commercial banks are open for business in both the State of New York and the Commonwealth of Massachusetts.

"Capital Account" means the separate capital account established and maintained for each Member pursuant to Section 5.1 hereof.

"Capital Call" shall have the meaning given in Section 4.2 hereof.

"Capital Contributions" means, collectively, Initial Capital Contributions and Additional Capital Contributions.

"Certificate of Formation" means the Company's certificate of formation as filed with the Secretary of State of Delaware on May 24, 2011, as the same may be amended, supplemented or modified from time to time pursuant to the terms of this Agreement.

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

"Company" means DMR/CT Venture LLC, a Delaware limited liability company established in accordance with the Certificate of Formation and this Agreement, as such limited liability company may be from time to time constituted.

"Company Assets" means all assets and property, whether tangible or intangible and whether real, personal, or mixed, at any time owned by or held for the benefit of the Company (including, without limitation, the interest of the Company in all Investment Entities and, indirectly, all assets of each Investment Entity).

"Confidential Information" shall have the meaning given in Section 13.1 hereof.

"Contributing Member" shall have the meaning given in Section 4.4(a) hereof.

"CT" means Cassidy Turley New York, Inc., a New York corporation.

"CTNY" means CTNY Investors 3, LLC.

"CTNY Member" has the meaning as defined in the introductory paragraph.

"CTNY Member Principals" means a CTNY Member and the members of a CTNY Member listed on Schedule 2 hereto (representing all of the voting members of CTNY) and any subsequent voting members of CTNY.

"CTNY Member Services Agreement" has the meaning given in Section 7.7(a).

"Depreciation" means, with respect to any Fiscal Year, all deductions attributable to depreciation or cost recovery with respect to Company Assets, including any improvements made thereto and any tangible personal property located therein, or amortization of the cost of any intangible property or other assets acquired by the Company that have a useful life exceeding one (1) year, provided, however, that with respect to any Company Asset whose tax basis differs from its Book Value at the beginning of such Fiscal Year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the depreciation, amortization or other cost recovery deduction for such period with respect to such asset for federal income tax purposes bears to its adjusted tax basis as of the beginning of such Fiscal Year; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year is zero, Depreciation shall be determined using any reasonable method selected by Managing Member.

"Distribution" means each distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution, redemption, repurchase or otherwise.

"DMR Member" shall have the meaning given in the Preamble to this Agreement.

"Emergency Expenses" shall mean any expenditures or costs for repairs in respect of an Investment which is real property which (i) are not included in an approved Annual Budget and (ii) in Managing Member's reasonable judgment, are required to be made (A) to preserve and avoid damage to such Investment, (B) to comply with laws, (C) to avoid suspension of any essential services to such Investment, (D) to avoid a forfeiture or (E) to avoid personal injury or death at the Investment.

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

"Failed Contribution" shall have the meaning given in Section 4.4(a) hereof.

"Fiscal Year" means the Company's annual accounting period established pursuant to Section 10.2 hereof.

"Funding Default" shall have the meaning given in Section 4.4(d) hereof.

"Losses" shall have the meaning given in Section 5.3 hereof.

"Guaranty Payment" shall have the meaning given in Section 4.5 hereof.

"Initial Capital Contributions" means the respective cash contributions to the Company made by or on behalf of a Member pursuant to Section 4.2 hereof.

"Initial Investment" means Commercial Unit 4 in The Setai Condominium, located at 40 Broad Street, New York, New York.

"Internal Rate of Return" means the calculation made in accordance with the terms of Exhibit A hereto.

"Investment" shall have the meaning given in Section 3.1 hereof.

"Investment Entity" means a limited liability company or other entity in which the Company invests and that is used to acquire and hold any Investment for the indirect benefit of the Company. Unless expressly agreed by the Members to the contrary, each Investment Entity shall be owned, directly or indirectly, 100% by the Company.

"Investment Notice" shall have the meaning given in Section 3.2 hereof.

"Investment Opportunity" shall have the meaning given in Section 3.2 hereof.

"Loan" shall mean any third party loan for which the Company or an Investment Entity contracts, which Loan is secured by a mortgage, pledge and security agreement or other instrument encumbering an Investment.

"Loan Documents" means any documents or instruments which, evidence or guaranty a Loan.

"Loan Proceeds" means the proceeds of any Loan.

"Losses" means items of Company loss and deduction determined according to Section 5.2(a) hereof.

"Managing Member" means DMR Member.

"Material Default" means, with respect to a Member, (i) the commission of fraud involving the Company, any Investment or any Investment Entity by such Member or any Affiliate, partner, member, shareholder or principal of such Member (including, with respect to CTNY Member, any of CTNY Member Services Companies), (ii) the commission of fraud, gross negligence or willful misconduct involving the Company, any Investment or any Investment Entity by such Member or any partner, member, shareholder or principal of such Member, (iii) subject to the terms of Section 7.3 hereof, the execution of a Major Decision without the consent of the other Member or (iv) any default hereunder that is expressly deemed to be a Material Default pursuant to the terms of this Agreement after the giving of any required notice and the expiration of any applicable cure period.

"Maturity Date" shall have the meaning given in Section 4.4(b) hereof.

"Member-Funded Debt" means any non-recourse debt of the Company which is loaned or guaranteed by any Member and/or is treated as Member non-recourse debt with respect to a Member under Treasury Regulations Section 1.704-2(b)(4).

"Member" means any one of the Members.

"Member Loan" shall have the meaning given in Section 4.4(b) hereof.

"Members" means each of DMR Member and CTNY Member in their respective capacity as members of the Company.

"Membership Interest" means, with respect to a Member, such Member's interest in the Company at the moment in question, which shall be in a percentage equal to such Member's Percentage Interest.

"Minimum Gain" means the partnership minimum gain determined pursuant to Treasury Regulations Section 1.704-2(d).

"Non-Contributing Member" shall have the meaning given in Section 4.4(a) hereof.

"Objection Notice" shall have the meaning given in Section 7.8 hereof.

"Organizer" means any "authorized person" within the meaning of the Act and, upon the filing of the Certificate of Formation, his or her powers as an "authorized person" ceased and, effective as of the date hereof, Managing Member is designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act.

"Percentage Interest" means the interest of a Member in the Company as set forth on Schedule 1 hereof, subject to adjustment in accordance with the terms of this Agreement.

"Person" means an individual or a corporation, partnership, limited liability company, trust, unincorporated organization, association or other entity.

"Preliminary Information" has the meaning as defined in Exhibit B hereof.

"Profits" shall have the meaning given in Section 5.2(a) hereof.

"Promote" means the cumulative amount of Available Cash distributed to CTNY Member in excess of the product of the Percentage Interest of CTNY Member and the cumulative amount of Available Cash distributed to all the Members, as determined under Sections 6.1(a)(iii)-(vi).

"Purchase and Sale Agreement" has the meaning given in Exhibit B annexed hereto.

"REOC" has the meaning given in Section 5.3 hereof.

"Responsible Member" shall have the meaning given in Section 4.5 hereof.

"Substituted Member" means a Person that is admitted as a Member to the Company pursuant to Section 11.3 hereof.

"Taxable Year" means the Company's accounting period for federal income tax purposes determined pursuant to Section 11.2 hereof.

"Tax Matters Member" has the meaning given to the term "tax matters partner" in Section 6231 of the Code.

"Transfer" shall have the meaning given in Section 11.1 hereof.

"Transfer Tax" shall have the meaning given in Section 11.5 hereof.

"Treasury Regulations" means the income tax regulations promulgated under the Code and effective as of the date hereof, as amended from time to time.

ARTICLE II

ORGANIZATIONAL MATTERS

2.1 Formation of Company. The Members hereby form the Company pursuant to the provisions of the Act.

2.2 Limited Liability Company Operating Agreement. The rights and obligations of the Members with respect to the Company shall be determined in accordance with the terms and conditions of this Agreement and, except as expressly provided to the contrary in this Agreement, the Act. In the event of any inconsistency between any terms and/or conditions contained in this Agreement and any non-mandatory provisions of the Act, the terms and/or conditions of this Agreement shall govern.

2.3 Name. The name of the Company shall be "DMR/CT Venture LLC". Managing Member in its sole discretion may change the name of the Company at any time and from time to time. Notification of any such change shall be given to all Members.

2.4 Principal Office. The principal office of the Company shall be c/o Declaration Management & Research LLC, 888 Seventh Avenue, 43rd Floor, New York, New York 10019, or such other place as Managing Member may from time to time designate. Notification of any such change shall be given to all Members.

2.5 Agent for Service of Process. The address of the office of the Company in the State of Delaware is CSC, 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808. If the Person at any time acting as such agent ceases to act as such for any reason, Managing Member shall appoint a substitute agent. Such agent is and shall be the agent of the Company upon which any process, notice or demand required or permitted by law to be served on the Company may be served.

2.6 Term. The term of the Company commenced on May 24, 2011 with the filing of the Certificate of Formation and shall continue in existence until termination and dissolution thereof in accordance with the provisions of Article XII hereof.

2.7 Filings. Managing Member shall, from time to time, execute or cause to be executed all certificates (including fictitious name certificates) or other documents and cause to be done all such filing, recording, publishing or other acts as may be necessary to comply with the requirements of the Act for operation of the Company as a limited liability company under the laws of the State of Delaware.

2.8 No State-Law Partnership. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member by virtue of this Agreement, for any purposes other than federal and, if applicable, state or local income tax purposes, and neither this Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof shall be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state or local income tax purposes, and that each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE III

PURPOSE AND BUSINESS OF THE COMPANY; ALLOCATION OF INVESTMENT OPPORTUNITIES

3.1 Purpose. The purpose of the Company is to engage in any lawful business activity. The primary purpose of the Company is to invest, either directly or indirectly, in commercial and/or residential real property (or indebtedness secured thereby), and to engage in activities incidental thereto, including the ownership, financing, improvement, development, redevelopment, maintenance, repair, management, operation, leasing and disposition of such real

property. Each of the investments acquired, either directly or indirectly, by the Company is herein referred to as an "Investment" and, collectively, as the "Investments."

3.2 Presentation of Investment Opportunities. CTNY Member shall from time-to-time identify opportunities to invest in real property, as more particularly described in Section 3.1 hereof (each, an "Investment Opportunity"). CT Member may, in its sole discretion, present any such Investment Opportunity to Managing Member by promptly providing Managing Member with a complete and accurate written description (the "Investment Notice") of each such Investment Opportunity, all of the material terms and conditions thereof, the identity of all other Persons proposed to be involved in the Investment Opportunity (to the extent they can then be determined and including, but not limited to the identity of any seller), all other Preliminary Information as described and listed on Exhibit B annexed hereto and any other further and additional information reasonably required by Managing Member, it being understood and agreed that CTNY Member shall not be required to present to Managing Member all such Investment Opportunities on any type of "exclusive" or "first right" basis. It is, however, understood by the Members that with respect to the Preliminary Information requirements, in the context of any particular Investment Opportunity, it may not be feasible to supply everything on said list, but CTNY Member shall use its reasonable best efforts to do so and shall cooperate with Managing Member in responding to all reasonable requests Managing Member may have for information or meetings regarding the Investment Opportunity. If Managing Member fails to approve or reject an Investment Opportunity within ten (10) days after its receipt of a complete Investment Notice or any revised or amended Investment Notice, CTNY Member may furnish Managing Member with a second notice thereof, which second notice shall stipulate that, unless Managing Member approves or rejects the same within ten (10) days after its receipt of such notice, Managing Member shall be deemed to have rejected the applicable Investment Opportunity. If Managing Member fails either to approve or reject such Investment Opportunity within ten (10) days after its receipt of such second notice, Managing Member shall be deemed to have rejected such Investment Opportunity. For the avoidance of doubt, (i) Managing Member shall be under no obligation whatsoever to approve any Investment Opportunity and (ii) Managing Member's rejection (or deemed rejection) of an Investment Opportunity shall be without penalty, obligation, liability or reimbursement obligation on the part of Managing Member. If Managing Member approves an Investment Opportunity, the Company shall have the sole and exclusive right (either directly or through an Investment Entity) to acquire such Investment Opportunity in accordance with the terms of this Agreement. Notwithstanding any contrary term set forth in this Agreement, the economic and other terms of the mutual investment of the parties in any Investment Opportunity may conform to the terms of this Agreement, or to such other terms upon which the parties in their sole discretion shall mutually agree.

3.3 Investment Entities as Acquisition Vehicles. The Company may, at any time or from time to time, acquire and operate Investments directly or through Investment Entities. Each Investment Entity shall be managed, operated and governed by the Company in accordance with the terms of this Agreement.

ARTICLE IV

CAPITAL CONTRIBUTIONS

4.1 Initial Capital Contributions. DMR Member and CTNY Member shall each make capital contributions for a particular Investment in accordance with their respective Percentage Interests. The initial Percentage Interests of the Members is set forth in Schedule 1 annexed hereto. Schedule 1 also sets forth the initial capital contribution being provided as of the date hereof to fund the acquisition of the Initial Investment (such amount with respect to each such Member, the "Initial Capital Contributions"). The Members shall fund their respective Percentage Interests for each Investment in the manner and in accordance with the provisions set forth in Section 4.2 below.

4.2 Additional Capital Contributions. At any time after the initial Capital Contributions have been funded in respect of an Investment (including, without limitation, the Initial Capital Contribution), each Member shall make such additional cash contributions to the Company as are reasonably determined and requested by Managing Member from time to time, in order for the Company to fund amounts set forth in the Annual Budget in excess of Available Net Cash Flow or Loan Proceeds, or to discharge its liabilities, to protect its assets or to otherwise conduct its business (such amounts, collectively, "Additional Capital Contributions"). Managing Member shall provide the Members with notice of any such required Additional Capital Contributions (each, a "Capital Call"). Each Capital Call shall set forth with reasonable specificity the proposed use and purpose of the requested Additional Capital Contributions. Each Member shall fund its Percentage Interest of Additional Capital Contributions required pursuant to a Capital Call on or before the date which is thirty (30) days after the Members' receipt of the Capital Call.

4.3 Effect of Change of Percentage Interest. If the Percentage Interests of the Members are changed pursuant to the terms of this Agreement during any Fiscal Year, the amounts of all items to be credited, charged or distributed (including, without limitation, pursuant to Sections 6.1 and 13.2 hereof) to the Members for such entire Fiscal Year in accordance with their respective Percentage Interests in the Company shall be allocated between (a) the portion of such Fiscal Year which precedes the date of such change (and if there shall have been a prior change in such Fiscal Year, which commences on the date of such prior change) and (b) the portion of such Fiscal Year which occurs on and after the date of such change (and if there shall be a subsequent change in such Fiscal Year, which precedes the date of such subsequent change), in proportion to the number of days in each such portion to 360, and the amounts of the items so allocated to each such portion shall be credited, charged or distributed to such Members in proportion to their respective Percentage Interests in the Company during each such portion of the Fiscal Year in question.

4.4 Failure to Fund Capital Contributions.

(a) If a Member fails to fund any Capital Contribution required to be made by it pursuant to this Article IV in the amount and within the time period specified by Managing Member (time being of the essence), Managing Member shall give such Member (a "Non-Contributing Member") five (5) Business Days' written notice of such failure. If the Non-

Contributing Member has not cured such default within said five (5) Business Day period, Managing Member shall give (or failing which any Member may give) notice of such failure to all other Members and the amount of the Capital Contribution not funded by the Non-Contributing Member (such amount hereinafter referred to as the "Failed Contribution"). In such event, any other Member or Members may fund all or part of such Failed Contribution (each such funding Member is hereinafter referred to as a "Contributing Member"). If more than one Member desires to be a Contributing Member, each such Member shall have the right to fund the amount that the Non-Contributing Member(s) failed to fund *pro rata* in proportion to the relative Percentage Interests of such Contributing Members; provided that, if any such Member funds less than its *pro rata* share, the other Members shall have the right to fund an amount equal to the difference between such Member's *pro rata* share and the amount such Member actually contributed pursuant to this sentence, on a *pro rata* basis in proportion to the relative Percentage Interests of such other Members.

(b) Upon the funding of all or any part of a Failed Contribution, the portion of the Failed Contribution funded by a Contributing Member (the "Funded Portion") shall be treated as a loan (a "Member Loan") by the Contributing Member to the Non-Contributing Member.

(c) A Member Loan shall be due and payable by the Non-Contributing Member (bearing interest at a rate equal to the lesser of (i) 20% per annum and (ii) the maximum amount permitted by law, compounded monthly) on the date which is three (3) months following the date of funding of such Funded Portion (the "Member Loan Maturity Date"). Any such Member Loan shall be recourse only to the Membership Interests of the Non-Contributing Member. Repayment of any Member Loan shall be secured by the Membership Interests of the Non-Contributing Member, and the Non-Contributing Member hereby grants to the Contributing Member who has advanced such Member Loan a security interest in its Membership Interests. Each Member Loan shall be evidenced by a promissory note and secured by a pledge and security agreement in form and substance satisfactory to the Contributing Member, pursuant to which the Non-Contributing Member shall grant a security interest in its Membership Interest to the Contributing Member until such time as the Member Loan is repaid in full and the Non-Contributing Member shall irrevocably appoint the Contributing Member and any of the Contributing Member's officers, manager, or agents, as its attorney-in-fact coupled with an interest with full power to prepare and execute any documents, instruments, and agreements, including any note evidencing the Member Loan and such Uniform Commercial Code financing statements, continuation statements, and other security instruments as may be appropriate to perfect and continue its security interest in favor of the Contributing Member. The promissory note evidencing a Member Loan shall provide that if any amount of principal or interest remains outstanding under such note, then any Distribution of Available Cash that would otherwise be made by the Company to a Non-Contributing Member pursuant to Article VI hereof or in connection with a liquidation in accordance with Section 13.2 hereof prior to the payment in full of the principal amount of such Member Loan, accrued, unpaid interest thereon and all other amounts due on account of such Member Loan shall not be paid to such Non-Contributing Member but shall instead be paid to the Contributing Member as a mandatory prepayment of the Member Loan; provided, however, that for purposes of calculating the amounts of Distributions of Available Cash made to such Non-Contributing Member for purposes of Article VI hereof or in connection with a liquidation in accordance with Article XIII hereof, such Distribution shall

be deemed to have been made to and received by such Non-Contributing Member. Prepayments of the Member Loan, in whole or in part, may be made by the Non-Contributing Member at anytime and from time to time, without penalty. Any prepayments of the Member Loan shall be applied to reduce, first, any reasonable costs and expenses incurred by the Contributing Member in connection with such Member Loan including, without limitation, fees and expenses incurred with respect to document preparation, legal fees and disbursements, and enforcement expenses, second, the accrued and unpaid interest, costs and expenses on the principal balance of the Member Loan and, then, the unpaid principal balance of the Member Loan.

(d) The failure of a Non-Contributing Member to repay in full a Member Loan, accrued, unpaid interest thereon and all other amounts due on account thereof on the Member Loan Maturity Date shall be deemed a "Funding Default" with respect to such Non-Contributing Member.

(e) If a Funding Default occurs, then the Contributing Member may elect to purchase the Non-Contributing Member's Membership Interest for a purchase price equal to 70% of the amount by which the aggregate Capital Contributions of the Non-Contributing Member exceed the Distributions previously made to the Non-Contributing Member pursuant to Section 6.1(a)(i) of this Agreement.

(f) If the Contributing Member does not elect to purchase the Non-Contributing Member's Membership Interest pursuant to subsection (d) immediately above, then (x) the Percentage Interest of the Non-Contributing Member shall automatically be deemed to be decreased to a number of percentage points equal to a fraction, the numerator of which is the amount by which (A) the then aggregate Capital Contributions of the Non-Contributing Member exceed (B) the product of (i) 150% and (ii) the amount of the Failed Contribution, and the denominator of which is the then aggregate Capital Contributions of all Members, and (y) the Percentage Interest of the Contributing Member shall automatically be deemed to be increased by the same number of percentage points by which the Non-Contributing Member's Percentage Interest was decreased. By way of example, (i) if prior to a default, the Percentage Interest of each Member was 50%, (ii) each Member had made Capital Contributions of $1,000,000, (iii) after a Capital Call of $200,000, one Member contributed $100,000, but the Non-Contributing Member defaulted, and (iv) the Contributing Member contributed, in addition to its Capital Contribution, as aforesaid, the $100,000 that the Non-Contributing Member failed to contribute, then the Non-Contributing Member's Percentage Interest would be reduced to 38.64% ([$1,000,000 - (150% of $100,000)] / $2,200,000 = 38.64%) and the Contributing Member's Percentage Interest would be increased to 61.36% (50% + (50% - 38.64%) = 61.36%). In the event that CTNY Member is the Non-Contributing Member, each of the percentages identified in Sections 6.1(a) (iii), (iv) and (v) below for Promote to CTNY Member shall be reduced in the same proportion as CTNY Member's Percentage Interest has been adjusted pursuant to the preceding sentence (for example, if, after applying the 150% dilution described above, CTNY Member's Percentage Interest were to be reduced from 5% to 4%, representing a 20% reduction of its total original Percentage Interest, each of the percentages identified in Sections 6.1(a) (iii), (iv) and (v) below for Promote to CTNY Member will be reduced by 20%.

(g) Except as set forth elsewhere in this Agreement, the mechanisms provided in this Article IV shall constitute the sole remedies available to a Contributing Member upon the occurrence of a Funding Default.

(h) Until an opinion of counsel reasonably satisfactory to the Contributing Member is delivered to the effect that the Percentage Interest modification provided in Section 4.4(f) hereof may not be avoided or reversed in Bankruptcy, any promissory note evidencing the Member Loan in question shall, nonetheless, remain in full force and effect and, with respect to the Membership Interests and the Percentage Interests that were transferred in connection therewith to the Contributing Member(s), any pledge and security agreement relating to such Member Loan shall not be terminated and any security interest in the Membership Interests of the Non-Contributing Member shall not be released; provided, however, that for so long as no Bankruptcy event has occurred, the Non-Contributing Member may receive its Distributions in accordance with Section 6.1(a) hereof and liquidation amounts pursuant to Section 13.2 in accordance with its Percentage Interest (as modified pursuant to Section 4.9(e) hereof).

4.5 Emergency Expenses. Notwithstanding any contrary term set forth in this Agreement, Managing Member may, without the necessity of complying with the notice and other requirements of Section 4.2 hereof, contribute to the Company 100% of Additional Capital Contributions required to fund Emergency Expenses. In such event, CTNY Member shall, within thirty (30) days after its receipt of notice thereof, reimburse Managing Member for CTNY Member's Percentage Interest of such Additional Capital Contributions. If CTNY Member fails timely to reimburse Managing Member as aforesaid, Managing Member shall be deemed to have made a Member Loan to CTNY Member in the defaulted amount, whereupon the provisions of Sections 4.4(c) through (h) hereof shall apply.

4.6 Guaranty Payments. Notwithstanding anything to the contrary contained in this Agreement, neither Member nor any Affiliate of either Member shall have any obligation to provide any payment guaranty, completion guaranty, environmental indemnity, non-recourse carve-out guaranty or other indemnities in connection with a Loan. However, if a Member (or its Affiliate), in its sole discretion, executes and delivers any such guaranty and thereafter makes any payment on account thereof (a "Guaranty Payment"), such Member shall be deemed to have made an Additional Capital Contribution in the amount of such Guaranty Payment (whereupon the Percentage Interest and, if applicable, the Promote, of the Members shall be adjusted to reflect such Additional Capital Contribution), except to the extent such Member is reimbursed for such Guaranty Payment by the other Member in the manner hereinafter prescribed. Notwithstanding any contrary term set forth in this Agreement, if a Member (or its Affiliate) is responsible for any breach of non-recourse carve-out guaranty or environmental indemnity giving rise to a Guaranty Payment (a "Responsible Member"), the Responsible Member shall be entirely responsible for such payment, the amount of which shall not be deemed to constitute a Capital Contribution by the Responsible Member. If a Guaranty Payment is made by a Member (or its Affiliate) on account of a breach of non-recourse carve-out guaranty or environmental indemnity by the other Member, the Responsible Member shall reimburse the paying Member within ten (10) days after its receipt of notice of such payment (the amount of which reimbursement shall not be deemed to constitute a Capital Contribution by the Responsible Member). If the Responsible Member fails to reimburse the paying Member in the time and in the manner hereinbefore prescribed, the defaulted amount shall be deemed to constitute a Failed

Contribution, whereupon the Percentage Interests (and, if applicable, the Promote) of the Members shall be adjusted in the manner contemplated by Section 4.4(f) hereof.

ARTICLE V

CAPITAL ACCOUNTS PROFITS AND LOSSES AND ALLOCATIONS

5.1 Capital Accounts.

(a) The Company shall maintain a Capital Account for each Member in accordance with federal income tax accounting principles.

(b) The Capital Account of each Member shall be increased by (i) the amount of any cash and the agreed net fair market value (as used herein, "agreed net fair market value" of property shall mean the gross fair market value of the property reduced by all liabilities encumbering the property) as of the date of contribution of any property contributed as a Capital Contribution to the capital of the Company by such Member and (ii) the amount of any Profits allocated to such Member. The Capital Account of each Member shall be decreased by (i) the amount of any Losses allocated to such Member and (ii) the amount of Distributions (including the agreed net fair market value of any property distributed) to such Member. In all respects, the Member's Capital Accounts shall be determined in accordance with the detailed capital accounting rules set forth in Treasury Regulations Section 1.704-1(b)(2)(iv) and shall be adjusted upon the occurrence of certain events as provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(f).

5.2 Profits and Losses.

(a) The profits and losses of the Company ("Profits" and "Losses") shall be the net income or net loss (including capital gains and losses, income and gain exempt from tax, and items of loss, deduction of expense not deductible from Company income or capitalizable into the basis of Company property), respectively, of the Company determined for each Fiscal Year in accordance with the accounting method followed for federal income tax purposes, except that (i) in computing Profits and Losses, all depreciation and cost recovery deductions shall be deemed equal to Depreciation, (ii) gain or loss on the sale or other disposition of a Company Asset shall be determined by reference to Book Value and (iii) the amount of any upward or downward adjustments to the book value of the Company's assets upon a revaluation event as provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(f) shall be taken into account.

(b) Whenever a proportionate part of the Profits or Losses is allocated to a Member, every item of income, gain, loss, deduction or credit entering into the computation of such Profits or Losses or arising from the transactions with respect to which such Profits or Losses were realized shall be credited or charged, as the case may be, to such Member in the same proportion; provided, however, that "recapture income," if any, shall be allocated to the Members who were allocated the corresponding depreciation deductions.

5.3 Allocation of Profits and Losses.

(a) Subject to the provisions of Section 5.5, Profits and Losses shall be allocated among the Members in a manner that will, as nearly as possible, cause the Capital Account balance of each Member at the end of such fiscal year to equal the hypothetical distribution (if any) that such Member would receive if, on the last day of the fiscal year, (x) all Company assets, including cash, were sold for cash equal to their Book Value, taking into account any adjustments thereto for such fiscal year, and (y) the net proceeds thereto (after satisfaction of liabilities) were distributed in full pursuant to Section 6.1 hereof.

(b) In the event there is insufficient income or loss to allocate to the Members to cause their Capital Account balances to be in an amount equal to the amount calculable under Section 5.3(a) above, the Profits and Losses of the Company shall be allocated taking into account the priorities of distributions provided in Sections 6.1(a)(i), 6.1(a)(ii), 6.1(a)(iii), 6.1(a)(iv) and 6.1(a)(v) hereof, in such descending order, pro rata, within each such paragraph, such that the Members' respective Capital Account balances shall, to the extent possible, equal each priority distribution amount. Notwithstanding the foregoing, if distributions are instead made in accordance with Section 6.1(c) hereof, then Profits and Losses of the Company shall be allocated taking into account the priorities of distributions provided in Section 6.1(c), pro rata, such that the Members' respective Capital Account balances shall, to the extent possible, equal each priority distribution amount provided in Section 6.1(c).

5.4 Determination of Items Comprising Allocations of Profits and Losses. To the maximum extent possible in each fiscal period, the items of taxable income and gain that are required to be specially allocated among any Members who should be allocated items of expense and loss entering into the computation of Profits under Section 5.3(a) shall be allocated among them in the same proportion as the total of all items of expense or loss entering into the computation of Profits that should be allocated among them under Section 5.3(a). Correspondingly, to the maximum extent possible in each fiscal period, the items of tax-deductible items of expense and loss that are required to be specially allocated among all Members who need to be allocated items of expense and loss entering into the computation of Losses under Section 5.3(a) shall be allocated among them in the same proportion as the total of all items of income or gain entering into the computation of Losses that should be allocated among them under Section 5.3(a). The purpose of this subsection is to assure that such taxable and tax-deductible items are fairly allocated among the Members in each fiscal period.

5.5 Traditional Method. Notwithstanding Section 5.3 hereof:

(a) For federal income tax purposes but not for purposes of crediting or charging Capital Accounts, Depreciation or gain or loss realized by the Company with respect to any property that was contributed to the Company or that was held by the Company at a time when the Book Value of the Company Assets was adjusted pursuant to Section 5.1(b) shall, in accordance with the "traditional method" under Section 704(c) of the Code and Treasury Regulations Section 1.704-1(b)(2)(iv)(d) and (f), be allocated among the Members in a manner which takes into account the differences between the adjusted basis for federal income tax purposes to the Company of its interest in such property and the fair market value of such interest at the time of its contribution or revaluation;

(b) If there is a net decrease in the Minimum Gain of the Company during a Taxable Year (including any Minimum Gain attributable to Member-Funded Debt), each Member at the end of such year shall be allocated, prior to any other allocations required under this Article V, items of gross income for such year (and, if necessary, for subsequent years) in the amount and proportions described in Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(4);

(c) If any Member receives an adjustment, allocation or Distribution that causes or increases such a deficit balance, taking into account the rules of Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6), such Member shall be allocated (after taking into account any allocations made pursuant to Section 5.5(b)) items of income and gain in an amount and manner to eliminate the Member's Capital Account deficit attributable to such adjustment, allocation or Distribution as quickly as possible. For purposes of this Section 5.5(c), there shall be excluded from a Member's deficit Capital Account balance at the end of a Taxable Year of the Company (a) such Member's share, determined in accordance with Section 704(b) of the Code and Treasury Regulations Section 1.704-2(g) of Minimum Gain (provided that, in the case of Minimum Gain attributable to Member-Funded Debt, such Minimum Gain shall be allocated to the Member or Members to whom such debt is attributable pursuant to Treasury Regulations Section 1.704-2(i)), and (b) the amount that such Member is obligated to restore to the Company or deemed obligated to restore under Treasury Regulations Section 1.704-1(b)(2)(ii)(c);

(d) Notwithstanding the allocations provided for in subsection (b) of this Section 5.5 and Section 5.3, if there is a net increase in Minimum Gain of the Company during a Taxable Year that is attributable to Member-Funded Debt, then first Depreciation, to the extent the increase in such Minimum Gain is allocable to depreciable property, and then a proportionate part of other deductions and expenditures described in Section 705(a)(2)(B) of the Code, shall be allocated to the lending or guaranteeing Member (and to joint lenders or guarantors in proportion to their relative obligations), provided that the total amount of deductions so allocated for any year shall not exceed the increase in Minimum Gain attributable to such Member-Funded Debt in such year; and

(e) Any special allocation under Sections 5.5(b) through (d) shall be taken into account in computing subsequent allocations of Profits and Losses of any item thereof pursuant to this Article V so that the net amount of any items so allocated and the Profits, Losses and all items thereof allocated to each Member pursuant to this Article V shall, to the extent permissible under Section 704(b) of the Code and the Treasury Regulations promulgated thereunder, be equal to the net amount that would have been allocated to each Member pursuant to this Article V if such special allocation had not occurred.

5.6 REOC Status. None of the assets of the Members constitute assets of an employee benefit plan subject to Title I of ERISA or Section 4975 of the Code.

ARTICLE VI

DISTRIBUTIONS OF AVAILABLE CASH

6.1 Distributions.

(a) Subject to the provisions of Section 6.1(c) hereof, the Managing Member shall distribute the Available Cash of the Company, if any, pursuant to the following order of priority:

(i) First, to the Members pro rata, in proportion to their respective Percentage Interests, until each Member shall have received the full amount of Capital Contributions made by such Member through the date of Distribution;

(ii) Second, to the Members pro rata, in proportion to their respective Percentage Interests, until DMR Member shall have received, taking into account the timing and amount of all prior Capital Contributions and Distributions, an Internal Rate of Return equal to 13% per annum;

(iii) Third, (x) 80% to the Members pro rata, in proportion to their respective Percentage Interests, and (y) 20 % to CTNY Member, until DMR Member shall have received, taking into account the timing and amount of all prior Capital Contributions and Distributions, an Internal Rate of Return equal to 18% per annum;

(iv) Fourth, (x) 75% to the Members pro rata, in proportion to their respective Percentage Interests, and (y) 25% to CTNY Member, until DMR Member shall have received, taking into account the timing and amount of all prior Capital Contributions and Distributions, an Internal Rate of Return equal to 23% per annum; and

(v) Thereafter, (x) 65 % to the Members pro rata, in proportion to their respective Percentage Interests, and (y) 35% to CTNY Member.

(b) Except as otherwise provided in this Agreement, and subject to the consent of any applicable lender of the Properties if such consent is required, distributions of Available Cash, if any, shall be made at such reasonable intervals during each Fiscal Year as Managing Member may determine but, to the extent feasible, such Distributions shall be made within fifteen (15) days of the end of each calendar month, or if such day if not a Business Day, the next Business Day. To the extent feasible, and as determined by Managing Member, the Members shall receive Distributions prior to the time any tax on their distributive shares of the income of the Company becomes due and payable.

(c) Notwithstanding any contrary term set forth in this Agreement, if, as of the date of any Distribution, the aggregate amount of all distributions theretofore paid to DMR Member is less than 150% of the aggregate amount of all Capital Contributions theretofore made by DMR Member to the Company, then, notwithstanding the Internal Rate of Return theretofore received by DMR Member, 100% of all Distributions shall be made to the Members *pro rata* in accordance with their Percentage Interests, without taking account of the Promote, until such time as DMR Member has received aggregate Distributions equal to 150% of the aggregate Capital Contributions theretofore made by DMR Member.

(d) No Withdrawal. No Member shall be entitled to withdraw any part of its Capital Contribution to the Company or to receive any Distribution from the Company, except as expressly provided herein.

ARTICLE VII

MANAGEMENT

7.1 Day-to-Day Management. The Members hereby confer upon CTNY Member the responsibility and authority to operate the Company and each Investment Entity on a day-to-day basis, subject to the terms of this Agreement and each approved Annual Budget and Annual Business Plan. Notwithstanding any contrary term in this Agreement, the Members hereby confer upon Managing Member primary authority and responsibility for the implementation of the sale, leasing and marketing of the Initial Investment, provided, however, that Managing Member shall reasonably consult with CTNY Member in respect thereof.

7.2 Major Decisions. Notwithstanding anything to the contrary contained in this Agreement, neither the Company, any Investment Entity or CTNY Member shall undertake or approve any matter within the scope of any of the actions enumerated below, unless and until the Members shall have duly approved the same. Any proposal made by a Member concerning a Major Decision shall be presented in writing by such Member to the other Member(s), and such proposal shall set forth all information reasonably necessary for the receiving Member(s) to make an informed decision concerning such proposed Major Decision.

(a) Each of the following actions shall constitute a "Major Decision":

(i) acquiring any Investment (other than the Initial Investment, the acquisition of which pursuant to the Assignment and Agreement is hereby approved);

(ii) adopting or thereafter modifying an Annual Business Plan or an Annual Budget, as more fully described in Section 7.7 hereof;

(iii) incurring expenditures which would result in an increase of more than five percent (5%) in respect of any one line item and five percent (5%) in the aggregate of amounts set forth in an approved Annual Budget in respect of any Investment, after the application of any applicable contingency, proven savings or similar line item in an Annual Budget in respect of the applicable Investment; provided, however, that this limitation on expenditures shall not limit Managing Member's ability to call for Additional Capital Contributions pursuant to Section 3.2 hereof;

(iv) entering into contracts or agreements with third party vendors or contractors having an aggregate value in excess of $50,000;

(v) entering into any contractual or financial agreement or arrangement with an Affiliate of either of the Members, other than any such agreement or arrangement which is expressly contemplated by the terms hereof;

(vi) undertaking any act inconsistent with the then-effective Annual Business Plan;

(vii) undertaking capital repairs, replacements or improvements in respect of any Investment which is real property, except as contemplated by then-effective Annual Budget or Business Plan;

(viii) if an Investment, such as the Initial Investment, is a condominium unit, voting the interest of the Company or the applicable Investment Entity under the condominium documents;

(ix) if an Investment, such as the Initial Investment, is a condominium unit, exercising any material right of the owner of the unit, including, without limitation, effectuating a subdivision of the condominium unit into two or more units;

(x) exercising any material right of the Company or any Investment Entity under the applicable Purchase and Sale Agreement (including, without limitation, the Assignment and Agreement), including, without limitation, consenting to 40 Broad Associates' exercise of the reallocation and reconfiguration rights afforded to it by Section 24 of the Assignment and Agreement;

(xi) entering into, and thereafter modifying, terminating or accepting the surrender of, any lease, license or occupancy agreement affecting an Investment which is real property;

(xii) adopting a program for the marketing, leasing or sale of any Investment which is real property;

(xiii) entering into any leasing agency or management agreement for any Investment which is real property, except as expressly contemplated by this Agreement;

(xiv) commencing or settling any litigation, and determining the litigation strategy involved therein;

(xv) extending credit (except immaterial amounts in the ordinary course of business), making loans or becoming or acting as a surety or guarantor for any Person;

(xvi) amending, modifying or terminating this Agreement or any of the organizational documents of the Company;

(xvii) filing a petition under the Federal Bankruptcy Code in respect of the Company or any Investment Entity;

(xviii) issuing additional Membership Interests;

(xix) engaging attorneys, accountants or other third party professionals for the performance of services to the Company or any Investment Entity;

(xx) entering into, or refinancing, any Loan transaction;

(xxi) selling or disposing of the Company, any Investment Entity or any Investment;

(xxii) merging or consolidating the Company or any Investment Entity with or into any Person, or consummating any joint venture or partnership agreement or arrangement with any Person; and

(xxiii) entering into any agreement (a) which would cause any Member to become personally liable on or in respect of (or provide for any of its assets, other than its Membership Interest, to be subject to liability) or to guaranty any indebtedness of the Company, (b) that is not nonrecourse to each Member or (c) that is not terminable without penalty on not more than thirty (30) days' notice.

7.3 Managing Member's Decision Governs. Notwithstanding any contrary term set forth in this Agreement, if the Members disagree upon any Major Decision, the decision of Managing Member shall govern.

7.4 No Other Approval Rights. Except to the extent expressly set forth in this Agreement, no Member other than Managing Member shall participate in any fashion in the control of the business of the Company, shall have any right or authority to act for or bind the Company or shall have any right to vote or participate in decisions on any matters.

7.5 Compensation of Members. Except as may be expressly provided for herein or in any CTNY Member Services Agreement or as otherwise approved by the Members, no payment shall be made to any Member or Managing Member or any partner, member or employee or Affiliate of any Member or Managing Member for services rendered by such Member or Managing Member or its Affiliate to the Company or otherwise. Managing Member and CTNY Member shall each have the right to reimbursement from the Company for any direct, out-of-pocket, third-party expenses reasonably incurred for professional fees or payments made on behalf of the Company, provided that all such expenses are either contemplated by then-approved Budget or are otherwise approved by Managing Member.

7.6 Investment Opportunities. The Members acknowledge and agree that neither Managing Member nor CTNY Member shall be obligated to present any investment opportunity to the Company, even if the opportunity is of a character consistent or competitive with the Company's activities and interests. The Members acknowledge and agree that DMR Member and CTNY Member (as Managing Member and Member) and any respective Affiliate of thereof may have business interests and engage in business activities in addition to those relating to the Company, including business interests and activities that are in direct competition with the Company or that are enhanced by the activities of the Company. Neither the Company nor any Members shall have any rights by virtue of this Agreement in any business ventures of DMR Member or CTNY Member (as Managing Member or Member) or any respective Affiliate

thereof. If, however, CTNY Member presents an Investment Opportunity to the Company, the provisions of Section 3.2 hereof shall apply.

7.7 CTNY Member Services Agreement.

(a) CTNY Member shall provide (or cause its Affiliate to provide) property management and certain other services to the Company or to the applicable Investment Entity in respect of each Investment in accordance with the terms of an agreement substantially in the form of Exhibit C attached hereto between the Company (or the applicable Investment Entity) and CTNY Member (or an Affiliate thereof). Each such agreement is herein referred to as the "CTNY Member Services Agreement".

(b) Any services fee obligation of the Company or an Investment Entity pursuant to a CTNY Member Services Agreement shall be treated as an expense of the Company that shall be deducted in computing Available Cash and shall not be deemed to constitute a distributive share of Profits or a Distribution or return of capital to CTNY Member.

(c) Solely with respect to Investments which have been located (*i.e.*, "sourced") by a real estate broker or agent employed in the ordinary course of business by CTNY Member or an Affiliate of CT or a CTNY Member, the Company shall pay to CTNY Member an acquisition fee equal to .75% of the purchase price of such Investment Opportunity (without taking account of any adjustments of items of income or expense of such Investment). The Company shall pay to CTNY Member an acquisition fee of .25% of the purchase price of all other Investments.

7.8 Annual Budget and Business Plan. Annexed hereto as Exhibit D is the initial annual budget of the Company (an "Annual Budget") for the initial Fiscal Year of the Company. Annexed hereto as Exhibit E is the initial business plan of the Company (an "Annual Business Plan") for the initial Fiscal Year of the Company. At least forty-five (45) days prior to the beginning of each Fiscal Year of the Company starting with the 2012 Fiscal Year, CTNY Member shall submit to Managing Member for its approval (a) an Annual Budget for such Fiscal Year in the same form as the prior Annual Budget setting forth, on an Investment by Investment basis, CTNY Member's reasonably itemized estimates of all capital expenditures and all items of income and expense, and establishing reserves for each such Investment and (b) an Annual Business Plan for such Fiscal Year in the same form as the prior Annual Business Plan, and setting forth, on an Investment by Investment basis, (i) a schedule of space that is vacant and space leases expiring during such year (including the square footage thereof) and (ii) proposed leasing parameters in respect of each such Investment, including (A) rent per square foot, (B) lease terms, including any renewal rights or options, and (C) the per square foot amount of tenant inducements, including free rent, rent credit, tenant improvement allowance or work letters. No later than twenty (20) days after receipt of a proposed Annual Budget or Annual Business Plan, Managing Member shall approve or disapprove such proposed Annual Budget or Annual Business Plan and, in the case of disapproval, state the reasons for its disapproval and suggesting alternatives which it would approve (an "Objection Notice"). Within ten (10) Business Days after receipt of any Objection Notice, Managing Member shall resubmit a revised, proposed Annual Budget or Annual Business Plan (as applicable) to Managing Member for its approval. The foregoing process shall be repeated until such time as an Annual Budget and Annual

Business Plan for such Fiscal Year have been approved by Managing Member. At all times during the term of this Agreement, Managing Member shall use commercially reasonable efforts to implement the most-current, approved Annual Budget and Annual Business Plan on behalf of the Company. If a Fiscal Year begins before the Annual Budget for such Fiscal Year has been approved by Managing Member, then until such joint approval is obtained, the prior Annual Budget shall continue to apply, subject to (i) actual increases for uncontrollable operating expense items (such as real estate taxes, insurance and utilities) and (ii) a four percent (4%) increase for all controllable operating expense items. Notwithstanding any contrary term set forth in this Agreement, prior to the Company's acquisition of any Investment, subsequent to the Initial Investment, CTNY Member shall submit to Managing Member for its approval amendments and restatements of the then-effective Annual Budget and Annual Business Plan of the Company, to reflect the pending acquisition. The parties shall consult with each other in good faith until such time as Managing Member has approved such amended and restated Annual Budget and Annual Business Plan.

7.9 Material Default. Notwithstanding any contrary term set forth in this Agreement, upon the occurrence of a Material Default with respect to CTNY Member, Managing Member may, in its sole discretion, (i) revoke the authority conferred upon CTNY Member pursuant to the provisions of this Article VII to manage the day to day affairs of the Company, to propose Major Decisions or otherwise participate in the management or affairs of the Company and/or (ii) terminate any or all of the CTNY Member Services Agreements.

7.10 Closing. The Members hereby authorize Jin K. Lee, as Authorized Signatory, to execute and deliver, on behalf of Setai Commercial Unit 4 LLC, such documents as are required for Setai Commercial Unit 4 to close on the acquisition of the Initial Investment.

ARTICLE VIII

RIGHTS AND OBLIGATIONS OF MEMBERS

8.1 Limitation of Liability. Except as otherwise required in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither of the Members nor the Organizer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Organizer, a Member or participating in the management of the Company.

8.2 Member's Standard of Care. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Act or this Agreement shall not be grounds for imposing personal liability on the Members for liabilities of the Company. In discharging its duties hereunder as Managing Member, Managing Member and its officers and directors shall be fully protected in relying in good faith upon the records required to be maintained under Article IX hereof and upon such information, opinions, reports or statements by any of their members, their agents, or any other Person, as to matters Managing Member and its officers or directors reasonably believe are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or

statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which Distributions to Members might properly be paid. No Member (or any Member's officers or directors) shall be liable to the Company, except for actions or omissions not subject to indemnification hereunder pursuant to Section 8.3 hereof. Any liability incurred by any Member (or such Member's officers or directors) that is not subject to indemnification hereunder pursuant to Section 8.3 hereof shall be limited to such Person's direct or indirect interest in the Company.

8.3 Indemnification.

(a) The Company shall indemnify and hold harmless all Members and their respective Affiliates, and all members, partners, representatives, board members, officers and directors of such Member and/or its Affiliate (individually, in each case, an "Indemnitee"), to the fullest extent permitted by law, from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings (collectively, "Liabilities"), whether civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved as a party or otherwise, arising out of or incidental to the business or activities of or relating to the Company, regardless of whether the Indemnitee continues to be a Member or an Affiliate thereof, or a member, partner, representatives, board member, an officer or a director of such Member and/or its Affiliate, at the time any such liability or expense is paid or incurred; provided, however, that this provision shall not eliminate or limit the liability of an Indemnitee for Liabilities which are determined by a final, non-appealable order of a court of competent jurisdiction to have been primarily caused by such Indemnitee's fraud, bad faith, gross negligence, willful misconduct or a material breach of the terms of this Agreement.

(b) Expenses incurred by an Indemnitee in defending any claim, demand, action, suit, or proceeding subject to this Section 8.3 shall, from time to time, upon request by the Indemnitee, be advanced by the Company prior to the final disposition of such claim, demand, action, suit, or proceeding upon receipt by the Company of a satisfactory undertaking by or on behalf of the Indemnitee to repay such amount, if it shall be determined in a judicial proceeding or a binding arbitration that such Indemnitee is not entitled to be indemnified as authorized in this Section 8.3.

(c) The indemnification provided by this Section 8.3 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, vote of the Members, as a matter of law or equity, or otherwise, both as to an action in the Indemnitee's capacity as a Member or any Affiliate thereof, or as a member, board member, an officer or a director of such Affiliate, and as to an action in another capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, and administrators of the Indemnitee.

(d) The Company may purchase and maintain insurance on behalf of the Members and such other Persons as Managing Member shall determine against any liability that may be asserted against or expense that may be incurred by such Persons in connection with the offering of interests in the Company or the business or activities of the Company, regardless of

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

(e) An Indemnitee shall not be denied indemnification in whole or in part under this Section 8.3 or otherwise by reason of the fact that the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted or not expressly prohibited by the terms of this Agreement.

(f) The provisions of this Section 8.3 are for the benefit of the Indemnitees, their heirs, successors, assigns and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

8.4 Lack of Authority. Except as otherwise expressly provided herein, no Member in its capacity as such has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company or to make any expenditures on behalf of the Company. The Members hereby consent to the exercise by Managing Member and CTNY Member of the powers respectively conferred on them by this Agreement.

8.5 No Right of Partition. No Member shall have the right to seek or obtain Company property, or the right to own or use particular or individual assets of the Company.

ARTICLE IX

BOOKS, RECORDS, ACCOUNTING AND REPORTS

9.1 Records and Accounting. CTNY Member shall keep, or cause to be kept, appropriate books and records with respect to the Company's business, including all books and records necessary to provide any information, lists and copies of documents required to be provided pursuant to Section 10.3 or pursuant to applicable law. All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by Managing Member. All books and records of the Company shall be subject to review and inspection by any Member during normal business hours.

9.2 Fiscal Year. The Fiscal Year of the Company for financial, accounting, federal, state and local income tax purposes shall be the calendar year.

9.3 Reports.

(a) No later than ninety (90) days after the end of each Fiscal Year during the term of this Agreement, CTNY Member shall cause the Company's accountants to deliver to the Company and to each Member a financial statement in respect of the Company and each Investment in respect of such Fiscal Year. Unless requested to the contrary by Managing Member, such financial statement shall be unaudited. The financial statement shall contain a balance sheet as of the end of the Fiscal Year in respect of the Company and each Investment, an income statement and statement of cash flows and a statement of changes in Members' equity for such Fiscal Year.

(b) No later than fifteen (15) days after the end of each calendar quarter during the term of this Agreement, CTNY Member shall prepare reports in respect of such quarter (i) itemizing, on an Investment by Investment basis, all revenues and expenses of the Company, (ii) setting forth, on an item by item basis, all capital expenditures of the Company, (iii) comparing, on an Investment by Investment basis, actual revenues and expenses for such period to budged revenues and expenses and (iv) describing, on an Investment by Investment basis, (A) material contracts or agreements concluded by the Company or an Investment Entity, (B) the progress of any construction, renovation or repair undertaken at any Investment which is real property and (C) such other information as Managing Member reasonably requests prior to the expiration of the applicable calendar quarter.

9.4 Accounting Firm. The Members agree that the accounting firm for the Company shall be Berdon LLP. The appointment of any other accounting firm shall be a Major Decision.

9.5 Meetings. Meetings of the Members shall be held at the principal office of the Company or at such other place as may be designated in the notice of meeting by Managing Member. Both the frequency and formalities with respect to the conduct and records of such meetings shall be matters within the reasonable discretion of Managing Member. Such meetings may be called by Managing Member on at least five (5) Business Days' prior written notice of the time and place of such meeting. A notice or waiver of notice need not specify the purpose of any regular or special meeting of the Members. The Members may participate in a meeting through the use of conference telephones or similar communications equipment as long as all Members participating in the meeting can hear one another. Participation in a meeting pursuant to the preceding sentence constitutes presence in person at the meeting. Any actions of the Company may be taken without a meeting if a written consent setting forth the action so taken is signed by Managing Member. Such consent may be in one instrument or in several instruments and shall have the same force and effect as an action so taken at a meeting held on the effective date so certified. Copies of all such written consents shall be sent to each Member.

ARTICLE X

TAX MATTERS

10.1 Classification. The Company shall be classified and treated for all purposes as a disregarded entity for federal, state and local income tax purposes. Neither Member shall have any authority to change such classification.

10.2 Preparation of Tax Returns. CTNY Member shall arrange for the preparation and timely filing of all returns required to be filed by the Company and shall deliver to Managing Member copies of any such returns sufficiently prior to the filing of the same (but in any event no later than forty-five days before any such filing would become delinquent) for Managing Member's review and approval so as to ensure timely filing.

10.3 Tax Elections. The Taxable Year shall be the Fiscal Year, unless Managing Member shall determine otherwise in compliance with applicable laws. Managing Member shall determine whether to make or revoke any applicable election pursuant to the Code. Each

Member will upon request supply the information necessary to give proper effect to such election.

10.4 Tax Controversies. Managing Member is hereby designated the Tax Matters Member and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The CTNY Member agrees to cooperate with Managing Member (including, without limitation, delivering such documents and other instruments to Managing Member as Managing Member may reasonably request) and to do or refrain from doing any or all things reasonably requested by Managing Member with respect to the conduct of such proceedings.

ARTICLE XI

TRANSFER OF MEMBERSHIP AND THE SUBSTITUTION AND WITHDRAWAL OF MEMBERS

11.1 Transfers of Membership Interests. No Member may withdraw or resign from the Company except as provided in this Article XI. In addition, except as expressly set forth in this Article XI, no Member may sell, assign, transfer, mortgage, pledge, charge or otherwise encumber or effect a transaction with similar economic effect or intent, or contract to do or permit any of the foregoing, directly or indirectly, and whether voluntarily or by operation of law (collectively referred to as a "Transfer") any part or all of its interest in the Company, except that Transfers among the beneficial owners of the Members shall be permitted provided that, with respect to CTNY Member, the CTNY Member Principals at all times control and beneficially own (including ownership through family trusts or similar vehicles) not less than 51% of the economic interests in CTNY Member, provided, however, at the death of any CTNY Member Principal, such Person's beneficial ownership interest may pass to his heirs. Any attempt to effect any of the foregoing prohibited actions shall be void and, in addition to other rights and remedies at law and in equity, the Company shall be entitled to injunctive relief enjoining the prohibited action. The Members expressly acknowledge that damage at law would be an inadequate remedy for a breach or threatened breach of the provisions concerning transfer set forth in this Agreement. The giving of consent or approval by Managing Member or Member required under this Article XI in any one or more instances shall not limit or waive the need for such consent or approval in any other or subsequent instances. Notwithstanding anything in this Article XI or this Agreement to the contrary, without the prior approval of the other Members, no Member shall have the right to effect any Transfer of its interest in the Company if such Transfer would cause the Company to terminate under applicable law, if the transferee (or, in the case of a transferee that is a pass-through entity, its owners) is generally exempt from federal income tax, or if the Transfer, in the opinion of counsel to the Company, may constitute a violation of any state or federal securities laws.

11.2 DMR Member Transfers. Notwithstanding anything contained herein to the contrary, Transfers of direct or indirect beneficial interests in DMR Member shall not be subject to the restrictions on Transfer set forth in Section 11.1 hereof, provided that at all times Declaration Management & Research LLC and/or Manulife Financial Corporation or one or

more of their respective Affiliates retains control (as defined in the definition of Affiliate) of DMR Member.

11.3 Substituted Members. Any permitted transferee of a Membership Interest except for a Transfer permitted under Section 11.1 above shall become a Substituted Member only upon the transferee agreeing to be bound by all the terms and conditions of the articles of organization and this Agreement as then in effect. Unless and until a transferee is admitted as a Substituted Member, the transferee shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder. A Member who has transferred all of its Membership Interest shall cease to be a Member upon transfer of the Member's entire Membership Interest in accordance with the provisions of this Article XI and thereafter shall have no further powers, rights, and privileges as a Member hereunder except as provided in Section 8.3.

11.4 Lender Consent. Notwithstanding anything to the contrary in this Article XI, a Member may not transfer, sell or assign its Membership Interest, or cause any Investment Entity to sell all or any portion of the applicable Investment, if the same would cause a default under any Loan Documents.

11.5 Transfer Tax. Each Member shall be responsible for any realty transfer tax or fee, including penalties and interest thereon (hereinafter, "Transfer Tax"), payable by virtue of any direct or indirect Transfer of beneficial interests in such Member or its Affiliate(s). Notwithstanding any contrary term set forth in this Agreement, if Transfer Tax is partially payable by virtue of prior Transfers (which Transfers were exempt from taxation by reason of the application of any aggregation or like rule), the portion of such Transfer Tax allocable to prior Transfers shall be borne by the Members having effectuated the prior Transfers, as if such prior Transfer themselves had been subject to Transfer Tax. If a prior Transfer resulted in a Person ceasing to be a Member of the Company, Transfer Tax shall be borne by the Member who succeeded to the interest of such Person.

11.6 No Right to Withdraw. No Member shall have the right to resign or otherwise withdraw from the Company without the express written consent of all other Members.

ARTICLE XII

DISSOLUTION AND LIQUIDATION

12.1 Events Causing Dissolution. The Company shall be dissolved and its affairs wound up upon the first to occur of any of the following events:

(a) the written consent of all of the Members to dissolve and wind up the affairs of the Company;

(b) the sale or other disposition by the Company of all or substantially all of the Company Assets and the collection of all amounts derived from any such sale or other disposition, including all amounts payable to the Company under any promissory notes or other evidences of indebtedness taken by the Company and the satisfaction of contingent liabilities of the Company in connection with such sale or other disposition (unless the Members shall elect to distribute such indebtedness to the Members in liquidation);

(c) the occurrence of any event that, under the Act, would cause the dissolution of the Company or that would make it unlawful for the business of the Company to be continued;

(d) the Bankruptcy, dissolution or liquidation of a Member; provided, however, notwithstanding the foregoing, upon the Bankruptcy, dissolution or liquidation of a Member, the other Members may continue the Company upon the consent of each such Member; or

(e) the retirement, resignation or other withdrawal of a Member, unless the remaining Members consent to continue the Company.

For the purposes of this Agreement, the term "Bankruptcy" shall mean, and the Member shall be deemed "Bankrupt" upon, (i) the entry of a decree or order for relief of the Member by a court of competent jurisdiction in any involuntary case involving the Member under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, or other similar agent for the Member or for any substantial part of the Member's assets or property; (iii) the ordering of the winding up or liquidation of the Member's affairs, (iv) the filing with respect to the Member of a petition in any such involuntary bankruptcy case, which petition remains undismissed for a period of ninety (90) days or which is dismissed or suspended pursuant to Section 305 of the Federal Bankruptcy Code (or any corresponding provision of any future United States bankruptcy law); (v) the commencement by the Member of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (vi) the consent by the Member to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar agent for the Member or for any substantial part of the Member's assets or property; (vii) the making by the Member of any general assignment for the benefit of creditors; or (viii) the failure by the Member generally to pay its debts as such debts become due.

12.2 Liquidation and Termination. On dissolution of the Company, Managing Member shall select a liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company, sell or otherwise liquidate all of the assets of the Company and make final Distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company Assets with all of the power and authority of Managing Member. The steps to be accomplished by the liquidators are as follows:

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

(b) the liquidators shall cause the notice described in the Act to be mailed to each known creditor of and claimant against the Company in the manner described thereunder;

(c) the liquidator shall cause all Company Assets to be distributed in the following order of priority:

(i) To the payment of debts and liabilities of the Company other than debts to any Members who are creditors of the Company, and the expense of liquidation;

(ii) To the setting up of any reserves which Managing Member may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;

(iii) To the payment of accrued, unpaid services fees due pursuant to the CTNY Member Services Agreements; and

(iv) To the Members, as provided in Article VI hereof.

(d) Upon the mutual consent of all Members, assets of the Company may be distributed in-kind to the Members in the manner set forth in the previous sentence using valuation mechanisms which must be mutually agreed upon by the Members. The distribution of cash and/or property to each Member in accordance with the provisions of this Section 12.2 constitutes a complete return to each Member of its Capital Contributions and a complete distribution to each Member of its interest in the Company and all the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

12.3 Cancellation Certificate. On completion of the distribution of Company Assets as provided herein, the Company shall be terminated (and the Company shall not be terminated prior to such time), and Managing Member (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Department of State of New York, cancel any other filings made pursuant to this Agreement that are or should be canceled and take such other actions as may be necessary to terminate the Company. The Company shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 12.3.

12.4 Reasonable Time for Winding Up. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to this Article XII in order to minimize any losses otherwise attendant upon such winding up.

12.5 Return of Capital. The liquidator shall not be personally liable for the return of Capital Contributions or any portion thereof (it being understood that any such return shall be made solely from Company Assets).

ARTICLE XIII

GENERAL PROVISIONS

13.1 Confidential Information. Each Member recognizes and acknowledges that it may have access to certain confidential and proprietary information and trade secrets of (i) the other Members and their Affiliates and (ii) the Company and the Investment Entities, including, but not limited to, confidential information regarding identifiable, specific and discrete business opportunities being pursued by the Company and the Investment Entities and confidential information concerning the non-Company related business and affairs of the other Members (collectively, the "Confidential Information"). Each Member (on behalf of itself and its directors, shareholders, partners, employees, agents and members) agrees that, unless otherwise permitted hereunder or required by law, it will not, during or after the term of this Agreement, whether through an Affiliate or otherwise, take commercial or proprietary advantage of or profit from any Confidential Information or disclose Confidential Information to any Person for any reason or purpose whatsoever, except (i) to authorized representatives, agents and employees of the Company or the Member or as otherwise may be proper in the course of performing such Member's obligations or enforcing such Member's rights under this Agreement, (ii) as part of such Member's or such Member's Affiliates representatives, agents, directors, officers and employees normal duties for or on behalf of the Company, or (iii) as is required or requested to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons, or legal process, or by law, rule or regulation; provided that the Member required to make such disclosure shall provide to the other Members prior written notice of any such disclosure and an opportunity to respond to or quash such request for disclosure. Additionally, each Member agrees that it shall maintain the confidentiality of all Confidential Information for the sole use and benefit of the Company and the Investment Entities, or the other Members and their Affiliates, as the case may be. Each Member agrees that upon withdrawal as a Member it shall promptly return to the Company all documents containing Confidential Information and all copies thereof, unless required by law or such Member's document retention policy to maintain records of such Confidential Information. With respect to any Investment Opportunity presented to the Company that is subject to a pre-existing confidentiality agreement, the Members agree that, to the extent the terms of such confidentiality agreement comply with the foregoing provisions in respect of Confidential Information, they will comply with the terms of any such confidentiality agreement, provided copies of such confidentiality agreement have been delivered to the Members and all appropriate parties. In the event of a breach or a threatened breach by a Member of any material provision of this Section 13.1, the Company, in addition to the remedies made available to it as a matter of law or in equity, may seek an injunction to restrain such Member from disclosing or using, in whole or in part, any Confidential Information.

13.2 Power of Attorney. Each Member hereby constitutes and appoints Managing Member with full power of substitution, as his true and lawful agent and attorney-in-fact, with full power and authority in his or its name, place and stead, to execute, swear to, acknowledge, deliver, file and record in the appropriate public offices all certificates and other instruments and all amendments thereof which Managing Member deems appropriate or necessary to form, qualify, or continue the qualification of, the Company, as a limited liability company in the State of Delaware and in all other jurisdictions in which the Company may conduct business or own property and all instruments relating to the admission, withdrawal or substitution of any Member pursuant to Article XI hereof, to the extent permitted thereby, provided that none of the foregoing contemplated events have a material adverse effect on any Member. The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, bankruptcy or insolvency of any Member and the transfer of all or any portion of his or its Membership Interest and shall extend to such Member's heirs, successors, assigns and personal representatives.

13.3 Title to Company Assets. Company Assets shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such Company Assets or any portion thereof. Legal title to any or all Company Assets may be held in the name of the Company or one or more nominees, as Managing Member may determine. All Company Assets shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such Company Assets is held.

13.4 Notices. Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement shall be deemed adequately given if in writing and the same shall be delivered either in hand or by mail or FedEx or similar expedited commercial carrier, addressed to the recipient of the notice as its address set forth on Schedule 1, postpaid and registered or certified with return receipt requested (if by mail), or with all freight charges prepaid (if by FedEx or similar carrier). All notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement upon the date of acknowledged receipt or in all other cases, upon the date of actual receipt or refusal, except that whenever under this Agreement a notice is either received on a day that is not a Business Day or is required to be delivered on or before a specific day that is not a Business Day, the day of receipt or required delivery shall automatically be extended to the next Business Day. Notwithstanding the foregoing, any notice given after 3:00 p.m. Eastern Time on any Business Day shall be deemed to have been given on the next Business Day.

13.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

13.6 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company, and no creditor who makes a loan to the Company may have or acquire at any time as a result of making the loan any direct or indirect interest in Company Profits, Losses, Distributions, capital or property other than to the extent, if any permitted by the terms hereof as a secured creditor.

13.7 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

13.8 Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto.

13.9 Applicable Law. The laws of the State of Delaware will govern all issues concerning the relative rights of the Company and its Members, and all other questions concerning the construction, validity and interpretation of this Agreement will be exercised by the internal law, and not the law of conflicts, of the State of Delaware.

13.10 Invalidity of Provisions. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

13.11 Further Action. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

13.12 Integration. This Agreement, together with the CTNY Member Services Agreements, constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and, except to the extent that any agreements and understandings are incorporated herein by reference, supersede all prior agreements and understandings pertaining thereto.

13.13 Remedies. Each Member shall have all rights and remedies set forth in this Agreement and all rights and remedies which such Person has been granted at any time under any other agreement or contract and all of the rights which such Person has under any law. Any Person having any rights under any provision of this Agreement or any other agreements contemplated hereby shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law.

13.14 Descriptive Headings, Interpretation, Amendments. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Without limiting the generality of the immediately preceding sentence, no amendment or other modification to any agreement, document or that requires the consent of any Person pursuant to the terms of this Agreement will be given effect hereunder unless such Person has consented in writing to such amendment or modification. Wherever required by the context,

references to a Fiscal Year shall refer to a portion thereof. The use of the words "or," either" and "any" shall not be exclusive.

13.15 Publicity. Neither the Company nor any Member may issue any public statement or press release regarding the Company, any of the Properties or its business without the prior consent of all Members, except as required by law or any competent governmental authority (provided that in the event of any such required disclosure, the disclosing Member or the Company shall give the other Members advance notice of such disclosure).

13.16 Brokers. DMR Member and CTNY Member each represent and warrant that no broker, entity or other person has acted as financial advisor or been involved in the transaction contemplated hereby and that no commissions, finder's fees or other compensation is due to any brokers, entities or other persons with regard to the transactions contemplated by this Agreement (excepting commissions, finder's fees or other compensation which may hereafter become agreed upon by the Company on account of an acquisition or disposition of, or other transaction involving, any Investment or Investment Entity). Each party hereby agrees to indemnify, defend and hold harmless the other from and against any loss, cost or expense (including, but not limited to, reasonable attorneys' fees and commissions) resulting from any claim for any such commissions, finder's fees or other compensation by an broker, entity or other person based upon such party's acts.

13.17 Approvals. All consents, approvals and other matters of similar import required pursuant to the terms of this Agreement shall be in effect only if in writing signed by the party sought to be bound.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Limited Liability Company Agreement as of the date first written above.

MEMBERS:

MANAGING MEMBER:

DMR CRE OPPORTUNITY FUND I LP,
a Delaware limited partnership

By: Declaration Management and Research LLC, a Delaware limited liability company, its general partner

By: _____
~~Michael Kelley~~ Dirk Lee
Executive Vice President

CTNY MEMBER:

CTNY INVESTORS 3, LLC,
a New York limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Limited Liability Company Agreement as of the date first written above.

MEMBERS:

MANAGING MEMBER:

DMR CRE OPPORTUNITY FUND I LP,
a Delaware limited partnership

By: Declaration Management and Research LLC, a Delaware limited liability company, its general partner

By: _____
~~Michael Kelley~~ D. K. Lee
Executive Vice President

CTNY MEMBER:

CTNY INVESTORS 3, LLC,
a New York limited liability company

By: _____
Name: Mark P. Bolis
Title: [redacted]

SCHEDULE 1

Percentage Interests and Capital Contributions

Name and Address	Aggregate Initial Capital Contributions	Percentage Interest
DMR CRE OPPORTUNITY FUND I LP c/o Declaration Management and Research LLC 888 Seventh Avenue New York, New York 10106 Attention: Jin K. Lee	$_____	95%
CTNY INVESTORS 3 LLC c/o Cassidy Turley 40 East 52nd Street New York, New York 10022 Attention: Anthony McElroy	$_____	5%

SCHEDULE 2

CTNY Member Voting Shareholders

CTNY INVESTORS 3 MANAGEMENT, LLC

EXHIBIT A

Investment Notice Requirements

I. Preliminary Information.

A When CTNY Member recommends an Investment Opportunity for consideration by Managing Member, CTNY Member shall prepare and submit to Managing Member a package of information with respect thereto in such form as Managing Member may from time to time reasonably approve, which shall include, in addition to the other information required pursuant to Section 3.2(a) the following (collectively, the "Preliminary Information") (subject to availability constraints with respect to mortgaged properties or other distressed Properties):

(i) a term sheet identifying and describing the Investment Opportunity in general terms, including (a) as to all Properties, the ownership, location, rentable area, tenant and lease status and overall condition thereof and containing such information with respect to the relevant market and the demographics thereof as Managing Member may reasonably request and (b) as to mortgage loans, both a summary of the balance, economic terms and performance status of the loan and information as to the mortgaged property comparable to that required for Properties.

(ii) an outline of the contemplated acquisition strategy (i.e., the proposed deposit and closing schedule, leverage terms (as applicable), acquisition price and acquisition schedule and similar matters);

(iii) a preliminary form of a budget (the "Acquisition Budget") setting forth the estimated timing and amount of all projected third party due diligence and acquisition expenses associated with all stages of the proposed acquisition, including title review, appraisal costs, legal expenses, structural reviews and environmental work;

(iv) preliminary economic projections (current year and the first five (5) years following such acquisition) for the Investment Opportunity;

(v) a preliminary outline of the strategic business plan for the Investment Opportunity;

(vi) a market survey and comparable analysis;

(vii) a rent roll;

(viii) property photographs and, to the extent available, aerial photographs;

(ix) CTNY Member's recommendation on the terms and conditions for acquisition of the Investment Opportunity;

(x) identification of the appropriate CTNY Member affiliate that will be providing asset and property related services in respect of the Investment Opportunity or a recommendation as to appropriate third party entities as such service providers; and

B To the extent that CTNY Member recommends that the Company or a Investment Entity execute a letter of intent, CTNY Member shall endeavor to cause the same to follow substantially a form of the letter of intent approved by the Company. Any letter of intent shall be in the name of Company or a Investment Entity.

C Managing Member shall, promptly on receipt of the Preliminary Information with respect to an Investment Opportunity, review the same and, by notice to CTNY Member, either give conditional approval to the acquisition of an Investment Opportunity and execute the letter of intent, if applicable, or indicate that Managing Member has no interest in the same. Any such conditional approval shall constitute authorization to CTNY Member (i) to incur additional expenses in connection with the Investment Opportunity in accordance with Section II of this Exhibit A, (ii) to proceed with due diligence with respect to such an Investment Opportunity and (iii) when and as CTNY Member deems appropriate, to negotiate a purchase and sale agreement with respect to such Investment Opportunity, as hereinafter further provided.

D Managing Member shall endeavor to notify CTNY Member of its conditional approval or its disapproval of such purchase within ten (10) Business Days following the date upon which Managing Member receives the Preliminary Information.

E If accepted by Managing Member, any Investment Opportunity shall be pursued by the Company at a cost and in accordance with the provisions of this Agreement and the appropriate form of purchase and sale agreement.

II. Due Diligence and Managing Member Review

A If, after having received the Preliminary Information for an Investment Opportunity, Managing Member gives notice to CTNY Member of Managing Member's conditional approval with respect to such Investment Opportunity, such notice shall constitute authorization to CTNY Member to prepare, obtain and submit to Managing Member, to the extent reasonably obtainable and consistent with Managing Member's approval authorization, in such form as Managing Member may from time to time approve, a package of information (the "Final Approval Package")

III. Purchase and Sale.

A At such time during the period commencing with Managing Member's conditional approval of an Investment Opportunity pursuant to Section II of this Exhibit A as CTNY Member shall reasonably deem appropriate, CTNY Member shall use commercially reasonable efforts to negotiate a purchase and sale agreement in the name of the Company or a Investment Entity for the acquisition of such Investment Opportunity, it being understood (i) that any such purchase and sale agreement (each a "Purchase and Sale Agreement") shall be substantially in a form approved by Managing Member and (ii) that the final Purchase and Sale Agreement for each Investment Opportunity, including the amount of any deposit, the duration

of any "free look" or "feasibility period," the purchase price and all other terms and conditions therein, must be reviewed and approved by Managing Member in its sole discretion.

B Following the execution by the Company or a Investment of any such Purchase and Sale Agreement, CTNY Member shall carry out all remaining required due diligence and documentation required hereunder in order to consummate the acquisition of such Investment Opportunity by Managing Member in accordance with the terms of such Purchase and Sale Agreement and shall deliver copies of all inspection reports, site studies, environmental reports and the like received or commissioned by to be delivered to Managing Member. CTNY Member shall expressly notify Managing Member of any matter that becomes known to it which would have a material adverse impact on the value of the Investment Opportunity. Prior to waiver or approval of the inspection/due diligence conditions set forth in the Purchase and Sale Agreement.

EXHIBIT B

Internal Rate of Return Calculation

The calculation of Internal Rate of Return ("IRR") shall be made as of a given time as follows:

(a) Determine the date and amount of all Capital Contributions by the Members; and
(b) Determine the date and amount of all Distributions paid to the Members.

For example, the Members shall be deemed to have received an IRR of 13% when the Members have received aggregate distributions from the Company such that (i) the present value of the Capital Contributions made by the Members under (a) above equals (ii) the present value of the Distributions made to the Members under (b) above using a discount rate in determining present value equal to 13%. The present value of (a) and (b) shall each be determined as of the date of the first Capital Contributions made by the Members to the Company (the "Calculation Date") and discounting such Capital Contributions or Distributions, as the case may be, on a monthly convention basis using monthly compounding.

All costs and expenses, including, without limitation, attorneys' and accountants' fees and disbursements, paid by the Members in connection with the Company but not reimbursed by the Company shall be deemed Capital Contributions.

For purposes of calculating the IRR, the formula (as utilized in Microsoft Excel©) for determining the internal rate of return on a monthly compounded, monthly convention basis would be the following:

=IRR(values, guess)*12, where "values" is an array of values with contributions being treated as negative values and monthly distributions, if any, being treated as positive values.

For purposes of calculating the IRR, the formula (as utilized in Microsoft Excel©) for determining present value on a monthly compounded, monthly convention basis would be the following:

=NPV(rate/12,values), where "rate" is 20% and "values" is an array of values with contributions being treated as negative values and monthly distributions, if any, being treated as positive values.

Any Capital Contributions and/or Distribution shall be treated for purposes of these formulas, as made on the last day of the month in which such contribution or distribution is actually made.

EXHIBIT C

Form of CTNY Member Services Agreement

[To be attached.]

EXHIBIT D

Annual Budget

EXHIBIT E

Annual Business Plan

LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

OF

SETAI COMMERCIAL UNIT 4 LLC

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT of SETAI COMMERCIAL UNIT 4 LLC (this "Agreement") is made and entered into as of June 1, 2011 by and between DMR/CT VENTURE LLC, a Delaware limited liability company (the "Sole Member"), and SETAI COMMERCIAL UNIT 4 LLC, a Delaware limited liability company (the "Company").

W I T N E S S E T H :

WHEREAS, Sole Member wishes to form a limited liability company pursuant to the Delaware Limited Liability Company Act, as the same may be amended from time to time (the "Act").

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties hereto hereby agree as follows:

1). Name. The name of the Company is "SETAI COMMERCIAL UNIT 4 LLC".

2). Purpose. The Company has been organized to conduct any lawful activity permitted under the Act. The primary purpose of the Company shall be to acquire, own, manage, maintain, lease, mortgage and otherwise deal with the premises known as Commercial Unit 4 in The Setai Condominium, 40 Broad Street, New York, New York.

3. Registered Office; Registered Agent. The registered office of the Company is set forth in the Certificate of Formation of the Company, as the same may be amended from time to time, as filed with the Secretary of State of the State of Delaware (the "Certificate of Formation"). The name and address of the registered agent of the Company for service of process on the Company is the registered office of the Company as set forth in the Certificate of Formation.

4. Term. The term of the Company began as of the date of the filing of the Certificate of Formation with the Secretary of State of the State of Delaware and shall end on such date as the Sole Member shall determine.

5. Sole Member. The sole member of the Company is Sole Member.

6. Management of the Company. The business and affairs of the Company shall be managed by Sole Member, who shall be the managing member of the Company with the

exclusive power and authority, on behalf of the Company, to take any action of any kind not inconsistent with the provisions of this Agreement and the Act and to do anything and everything it deems necessary or appropriate to carry on the business and purposes of the Company. Sole Member is, to the extent of its rights and powers set forth in this Agreement and the Act, an agent of the Company for the purpose of the Company's business, and the actions of Sole Member taken in accordance with such rights and powers shall bind the Company.

7. Distributions. Distributions of the net cash flow or capital event proceeds of the Company, if any, shall be made in such amounts, and at such time, as Sole Member shall determine in its sole discretion.

8. Dissolution. The Company shall be dissolved and its affairs shall be wound up in accordance with the Act upon the earlier to occur of: (i) the written action taken by Sole Member or (ii) upon any event or action causing dissolution of the Company specified in the Act.

9. Capital Contributions. Sole Member shall not have any obligation to make capital contributions to the Company. Any capital contributions to the Company shall be made by Sole Member on a voluntary basis.

10. Title to Property. Title to any property, real or personal, owned by or leased to the Company shall be held in the name of the Company, or in the name of any nominee Sole Member may in Sole Member's discretion designate.

11. Liability of Sole Member. The Sole Member shall not have any liability for the obligations or liabilities of the Company except to the extent expressly provided in the Act.

12. Benefits of Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or of Sole Member.

13. Claims. The Company shall indemnify, defend and hold Sole Member and its members and their respective officers, directors, employees, attorneys and agents and their respective affiliates from and against any loss, cost, claim or expense, including without limitation, reasonable attorneys' fees, arising by reason of its ownership of its interest in, or the conduct of the business of, the Company.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to conflicts of law principles of such State.

15. Amendments. This Agreement may be amended only by written instrument executed by Sole Member.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Operating Agreement as of the date first written above.

COMPANY:

SETAI COMMERCIAL UNIT 4 LLC

By: ______________________________
Jin K. Lee
Authorized Signatory

SOLE MEMBER:

DMR/CT VENTURE LLC

By: ______________________________
Jin K. Lee
Authorized Signatory