

LIMITED LIABILITY COMPANY AGREEMENT

of
167 Fore Street, LLC

Dated as of November __, 2015

In accordance with the Maine Limited Liability Company Act, 31 M.R.S.A. §1501 *et seq.* (the "Act"), the undersigned parties hereby enter into this Limited Liability Company Agreement (this "Agreement") for the purpose of forming a Maine limited liability company known as "167 Fore Street, LLC" (the "Company") and to define their respective rights and obligations in the Company.

ARTICLE 1

Formation; Business Purpose

1.1 Formation. The Company shall be formed upon the execution of this Agreement and the filing of a Certificate of Formation of the Company with the Secretary of State of the State of Maine.

1.2 Purpose. The Company is formed for the purpose of owning, developing, leasing and managing real estate located at 167 Fore Street, Portland, Maine, and all other purposes permitted under Maine law and approved by the Managers (the "Business"). The Managers of the Company shall be vested with all power and authority necessary or convenient to carry out the Business.

ARTICLE 2

Members; Voting; Meetings; Outside Activities


2.1 Members. The initial Members shall be as listed on *Schedule A* attached hereto. Additional or substitute Members may be admitted in accordance with Article 8. The Company shall not issue or grant any additional Membership Interests (as defined in Section 3.1) without complying with Article 10.

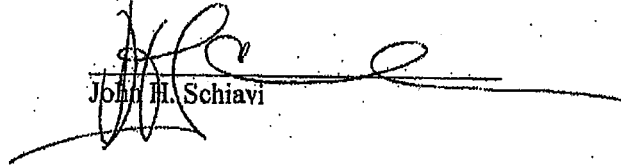
2.2 Voting; Disputed Matters. The affirmative vote in person or by proxy or the written consent of the Members who collectively own a majority in interest of the Company's Membership Interests shall be the act of the Members for all purposes, unless a greater or different vote is specifically required under this Agreement.

In the event of a deadlock or dispute arising between or among the Members relating to this Agreement or the Company's affairs, the Members will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after a Member first brings the dispute to the attention of the other Members, any Member may serve on the others a written demand for arbitration of the dispute. Thereafter, the dispute shall be settled by arbitration before a single arbitrator in accordance with the Expedited Procedures under the Commercial Arbitration Rules of the American Arbitration Association, or such other rules and procedures as the Members may hereafter consent to in writing. Any such

Executed by:

Members:

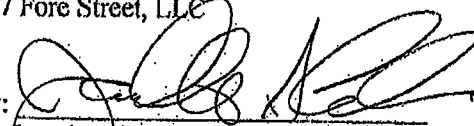

Jonathan S. Cohen


John H. Schiavi

Company:

167 Fore Street, LLC

By:


Jonathan S. Cohen, its Manager

Schedule B

167 Fore Street, LLC

MANAGERS AND OFFICERS

As of November __, 2015

Manager:

Jonathan S. Cohen