# LIMITED LIABILITY COMPANY AGREEMENT

# OF

# C3 ACQUISITION CO. LLC

**TABLE OF CONTENTS**

**Page**


ARTICLE I

GENERAL PROVISIONS

Section 1.1 Formation..... 1
Section 1.2 Name..... 1
Section 1.3 Agent for Service and Registered Office..... 1
Section 1.4 Purpose..... 1
Section 1.5 Place of Business..... 1~~2~~2
Section 1.6 Nature of Relationship..... 1~~2~~2

ARTICLE II

DEFINITIONS; COMMITMENTS; CLOSING; CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 2.1 Definitions..... 1~~2~~2
Section 2.2 Commitments; Closing; Capital Contributions..... 1~~8~~8
Section 2.3 Capital Accounts..... 1~~8~~8
Section 2.4 Distributions in Kind..... 1~~9~~9

ARTICLE III

DISTRIBUTIONS; COMPANY ACTIVITIES; PRE-EMPTIVE RIGHTS

Section 3.1 Distribution Priority..... 1~~9~~9
Section 3.2 Company Activities; Island Commitments..... 1~~10~~10
Section 3.3 Pre-emptive Rights..... 1~~11~~11

ARTICLE IV

EXPENSES

Section 4.1 Expenses..... 1~~11~~11

ARTICLE V

MANAGING MEMBER

Section 5.1 Management Authority; No Removal..... 1~~11~~11
Section 5.2 No Transfer of Interest; No Withdrawal or Loans..... 1~~12~~12
Section 5.3 No Liability to Members..... 1~~12~~12
Section 5.4 Indemnification of Indemnified Parties..... 1~~13~~13

Section 5.5 No Waiver....13

ARTICLE VI

MEMBERS

Section 6.1 Admission of Members....14
Section 6.2 Limited Liability....14
Section 6.3 Transfer of Interests....14
Section 6.4 No Withdrawal....16
Section 6.5 No Dissolution....16
Section 6.6 Indemnification and Reimbursement for Payments on Behalf of a Member....16
Section 6.7 Confidentiality....17
Section 6.8 Representations and Warranties....17
Section 6.9 Covenants....19

ARTICLE VII

DURATION AND TERMINATION

Section 7.1 Duration....19
Section 7.2 Termination and Liquidation of Company Interests....20

ARTICLE VIII

VALUATION OF COMPANY ASSETS

Section 8.1 Valuation....21

ARTICLE IX

ALLOCATIONS

Section 9.1 Allocation of Net Profits and Net Losses....21
Section 9.2 Regulatory Allocations....22
Section 9.3 Tax Allocations....23

ARTICLE X

BOOKS AND RECORDS; MEETINGS

Section 10.1 Books and Records; Inspection....24
Section 10.2 Fiscal Year....24
Section 10.3 Financial Records....24
Section 10.4 Accounting Methods....24
Section 10.5 Tax Controversies....24
Section 10.6 Certain Tax Elections....24

Section 10.7 Withholding..... 125

ARTICLE XI

POWER OF ATTORNEY

Section 11.1 Power of Attorney..... 125

ARTICLE XII

MISCELLANEOUS

Section 12.1 Amendments..... 125
Section 12.2 Involvement of the Company in Certain Proceedings..... 126
Section 12.3 Successors..... 126
Section 12.4 No Third Party Rights..... 126
Section 12.5 Governing Law; Severability..... 126
Section 12.6 Notices..... 126
Section 12.7 Side Letters..... 127
Section 12.8 Miscellaneous..... 127

LIMITED LIABILITY COMPANY AGREEMENT
OF
C3 ACQUISITION CO. LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is entered into as of ~~[Date],~~ _____, 2009, by and among C3 Directives LLC as Managing Member and the persons who agree from time to time to be bound by this Agreement as Members. Capitalized terms used but not defined elsewhere herein have the meanings given to them in Section 2.1.

ARTICLE I

GENERAL PROVISIONS

Section 1.1 Formation. C3 Acquisition Co. LLC (the "Company") was formed as a limited liability company under and pursuant to the LLC Act on ~~[DATE]~~ _____, 2009 upon the filing of the Certificate with the Secretary of State of the State of Delaware in accordance with the LLC Act. The rights and liabilities of the Members shall be as provided in the LLC Act, except as otherwise expressly provided herein. The Managing Member shall execute, acknowledge and file any amendments to the Certificate as may be required by the LLC Act and any other instruments, documents and certificates which, in the opinion of the Company's legal counsel, may from time to time be required by the laws of the United States of America, the State of Delaware or any other jurisdiction in which the Company shall determine to do business, or any political subdivision or agency thereof, or which such legal counsel may deem necessary or appropriate to effectuate, implement and continue the valid and subsisting existence and business of the Company.

Section 1.2 Name. The name of the Company will be "C3 Acquisition Co. LLC" or such other name or names as the Managing Member may from time to time designate. The Managing Member will notify Members in writing of any change to the name of the Company.

Section 1.3 Agent for Service and Registered Office. The registered office and registered agent of the Company in the State of Delaware shall be the initial registered office and initial registered agent as designated in the Certificate, or such other registered office or registered agent located in Delaware as the Managing Member may designate from time to time with reasonable advance notice to the Members.

Section 1.4 Purpose. The purpose of the Company is to fund pre-acquisition overhead and expense costs incurred and to be incurred by Island or its Affiliates on and after May 1, 2009 in connection with evaluating and pursuing an acquisition of Centerline or all or a portion of its assets, liabilities and business operations, in accordance with the provisions of the Authorization Agreement, and to transact any and all lawful business for which a limited liability company may be organized under the LLC Act that is incidental, necessary or appropriate to accomplish the foregoing. In furtherance of such purpose, the Company shall have the power to enter into, make, execute, deliver and perform all contracts, agreements and other undertakings, and engage in all activities and transactions, as may in the opinion of the Managing Member be

necessary or advisable to carry out such purpose, including, without limitation, contracting for necessary or desirable services of professionals and others.

Section 1.5 Place of Business. The Company will maintain its office and principal place of business at [redacted] New York, NY, 10022, or at such other place or places as the Managing Member may from time to time designate; provided, however, that if the Managing Member designates different places of business, it shall promptly notify the Members in writing.

Section 1.6 Nature of Relationship. The relationship between the Members shall be limited to carrying on the purpose of the Company as described in Section 1.4, in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be a limited liability company for the sole and limited purpose of carrying on the purpose of the Company as described in Section 1.4. Except as otherwise provided for, or contemplated in, this Agreement, nothing herein shall be construed to create a partnership or any other relationship between the Members or to authorize any Member to act as an agent for any other Member. The Managing Member, the Members and their respective Affiliates shall be entitled to and may have business interests and engage in activities in addition to those relating to the Company, including business interests and activities similar in nature to and/or in direct competition with the Company and the entities and assets in which the Company directly and indirectly invests, and no Member shall have any rights by virtue of this Agreement in any such other business interest or activity of the Managing Member or any other Member, nor shall the Managing Member or any other Member have any obligation (fiduciary, contractual or otherwise) to account to the Company or to any other Member for any profits or other benefits derived from such other business interest or activity. For the avoidance of doubt, except as provided in this Agreement, no Member shall have the right to invest in the Centerline Transaction if consummated, nor shall this Agreement or the Company provide any assurance that the Company will invest in the Centerline Transaction, or that the Centerline Transaction will be consummated.

## ARTICLE II

## DEFINITIONS; COMMITMENTS; CLOSING; CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 2.1 Definitions. (a) For purposes of this Agreement the following capitalized terms shall have the meanings set forth below:

"Accounting Period" means the calendar year and such other fiscal period(s) as the Managing Member determines in its discretion.

"Acquisition Entity" means Island or any Affiliate of Island or ICG, when and as such entity acquires or otherwise succeeds to Centerline or substantially all or a portion of the assets, liabilities and business operations of Centerline.

"Adjusted Capital Account Deficit" means, with respect to a Member's Capital Account, if such Capital Account, determined for this purpose by reducing the Capital Account by the items described in Treas. Reg. Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6) and by increasing

the Capital Account by the amount described in Treas. Reg. Section 1.704-1(b)(2)(ii)(c) that the Member is obligated to restore, is a negative amount.

"Affiliate" means, with respect to any person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such person or entity, whether by ownership of voting rights, by contract, or otherwise.

"Agreement" has the meaning set forth in the introduction.

"Anti-Terrorism Law" means any law relating to terrorism or money-laundering, including, without limitation, (i) Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, (ii) the U.S. Patriot Act, (iii) the International Emergency Economic Power Act, 50 U.S.C. § 1701 et seq., (iv) the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq. and (v) any related rules and regulations of the U.S. Treasury Department's Office of Foreign Assets Control or any other governmental authority, in each case as the same may be amended, supplemented, modified, replaced or otherwise in effect from time to time.

"Authorization Agreement" means the Authorization Agreement, dated July 4, 2009, between Island and Centerline, as amended and supplemented from time to time.

"Book Basis" shall mean, with respect to any asset, such asset's adjusted basis for federal income tax purposes, except as follows:

(i) the initial Book Basis of any asset contributed by a Member to the Company shall be the Fair Market Value of such asset;

(ii) the Book Basis of any Company asset distributed to any Member shall be the Fair Market Value of such asset on the date of distribution; and

(iii) the Book Basis of all Company assets shall be adjusted to equal their respective Fair Market Values, as determined by the Managing Member, as of the following times: (a) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for such Member's Interest; and (b) the liquidation of the Company within the meaning of Treas. Reg. Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clause (a) of this paragraph shall be made only if the Managing Member reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company; and

(iv) if the Book Basis of an asset has been determined or adjusted pursuant to Paragraph (i) or Paragraph (ii) above, such Book Basis shall thereafter be adjusted by the Depreciation taken into account

with respect to such asset for purposes of computing Net Profits and Net Losses.

"Business Day" means any day on which the New York Stock Exchange is open for business.

"Capital Account" has the meaning set forth in Section 2.3.

"Capital Contribution" means the amount contributed by a Member to the Company as a contribution to capital.

"Carried Interest" means the Managing Member's 50% interest in the Company's distributions specified in Section 3.1(ii).

"Cash Reserves Account" means the cash reserves bank account established by the Company and into which all Capital Contributions shall be deposited.

"Centerline Transaction" means any transaction or series of transactions whereby Island, ICG or any of their Affiliates acquire or otherwise succeed to Centerline or substantially all or a portion of the assets, liabilities and business operations of Centerline.

"Centerline" means Centerline Holding Company, a Delaware statutory trust.

"Certificate" means the Company's Certificate of Formation.

"Closing" means the closing for the sale of Interests.

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

"Commitment" with respect to each person executing the signature page hereto, means the aggregate amount such person agrees to contribute to the Company as a Capital Contribution according to the terms of this Agreement.

"Company" has the meaning set forth in Section 1.1.

"Confidential Information" means (i) information or materials relating to the Company, the Authorization Agreement, Island, Centerline or the Centerline Transaction that are not generally known to the public (including but not limited to products or services, pricing structures, accounting and business methods, inventions, devices, new developments, methods and processes, names of investors, customers and clients and customer or client lists, copyrightable works and all technology, trade secrets and other proprietary information), (ii) information or materials the disclosure of which the Managing Member in good faith believes is not in the best interests of the Company or Island, and (iii) any other information or materials which the Managing Member, the Company or Island is required by law or agreement to keep confidential.

"Covered Person" has the meaning set forth in Section 5.3.

"Depreciation" means, for each period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such period or other period; provided, however, that if the Book Basis of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Depreciation shall be an amount that bears the same ratio to such beginning Book Basis as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such period bears to such beginning adjusted tax basis; and provided further, that if the federal income tax depreciation, amortization or other cost recovery deduction for such period is zero, Depreciation shall be determined with reference to such beginning Book Basis using any reasonable method selected by the Managing Member.

"Embargoed Person" means a person (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the United States Treasury Department Office of Foreign Assets Control and/or any similar list maintained pursuant to any authorizing statute, executive order or regulation and/or (ii) subject to trade restrictions under United States law, including, without limitation, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated under any such laws.

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

"Expenses" means the out-of-pocket expenses incurred by the Company, including, without limitation, all costs directly related to the formation or the operations of the Company, including expenses of custodians and trustees, administrators, outside counsel and accountants, auditors and tax return preparers, errors and omissions and directors and officers liability insurance or litigation expenses and any taxes, fees or other governmental charges levied against the Company and amounts payable to any other purchasers, agents, lenders or other persons, including, but not limited to, interest expense, commitment and renewal fees, legal fees, rating agency fees and custodial fees.

"Fair Market Value" means: (a) with respect to any property other than cash, cash equivalents or Marketable Securities, the fair market value of such property, as reasonably determined by the Managing Member; and (b) with respect to Marketable Securities, the average closing price of such securities as reported by the principal exchange or trading market on which such securities are publicly traded or listed during the ten (10) trading days immediately preceding the applicable date of determination.

"GAAP" means U.S. generally accepted accounting principles as in effect from time to time.

"ICG" means Island Capital Group LLC, a Delaware limited liability company.

"Indemnifiable Losses" has the meaning set forth in Section 5.4.

"Indemnified Party" has the meaning set forth in Section 5.4.

"Indemnifying Member" has the meaning set forth in Section 6.6(a).

"Interest" means the limited liability company interest of a Member in the Company.

"Investment Company Act" means the Investment Company Act of 1940, as amended.

"Investment Percentage" means, with respect to any Member as of any date of determination, the ratio (expressed as a percentage) of (x) the total amount of Capital Contributions of such Member as of such date, to (y) the total amount of Capital Contributions of all Members as of such date.

"Island" means Island C-III Holdings LLC, a Delaware limited liability company.

"LLC Act" means the Delaware Limited Liability Company Act, Title 6, §§18-101 to 18-1109, as in effect on the date hereof, and as amended from time to time, or any successor law.

"Majority in Interest of the Members" means such Members holding in the aggregate more than 50% of the sum of the Capital Contributions of all Members, excluding those of the Managing Member.

"Managing Member" means C3 Directives LLC, a Delaware limited liability company, and any other person or entity admitted as an additional or substitute Managing Member of the Company, pursuant to the provisions of this Agreement, each in its capacity as a Managing Member of the Company.

"Marketable Securities" means securities that (a) are listed or quoted on a United States national securities exchange or quoted on the National Association of Securities Dealers, Inc. Automated Quotation System, (b) are eligible for sale by the distributee assuming that the distributee is not an Affiliate of the issuer of such securities pursuant to a registration statement effective under the Securities Act permitting the Company and the Members to sell thereunder or pursuant to Rule 144(k) of the Securities Act or any similar provision then in force without any limitation with respect to volume of sales, (c) are not subject to any lock-up or other contractual restrictions on disposition or transfer and (d) are eligible for sale immediately.

"Member" means each person or entity admitted to the Company as a member in accordance with the terms of this Agreement (including the Managing Member and each person or entity who is admitted to the Company as a substitute Member pursuant to Section 6.3), for so long as each such person or entity continues to be a Member of the Company hereunder, each in its capacity as a member of the Company.

"Net Profits" and "Net Losses" means, for any period, the taxable income or loss, respectively, of the Company for such period, in each case, as determined for U.S. federal income tax purposes, but computed with the following adjustments:

(v) items of income, gain, loss and deduction (including, without limitation, gain or loss on the disposition of any Company asset and depreciation or other cost recovery deduction or expense) shall be

computed based upon the Book Basis of the Company's assets rather than upon such assets' adjusted bases for U.S. federal income tax purposes;

(vi) any tax-exempt income received by the Company shall be deemed for these purposes only to be an item of gross income;

(vii) any expenditure of the Company described in Section 705(a)(2)(B) of the Code (or treated as described therein pursuant to Treasury Regulations under Section 704(b) of the Code) shall be treated as a deductible expense;

(viii) there shall be taken into account any separately stated items under Section 702(a) of the Code;

(ix) if the Book Basis of any Company asset is adjusted pursuant to clauses (ii) or (iv) of the definition thereof, or pursuant to clause (iii) of the definition thereof (but only to the extent the adjustment is attributable to a distribution not in liquidation of a Member's Interest), the amount of such adjustment shall be taken into account in the period of adjustment as gain or loss from the disposition or deemed disposition of such asset for purposes of computing Net Profits and Net Losses; and

(x) items of income, gain, loss, or deduction or credit allocated pursuant to Section 9.2 shall not be taken into account.

"Overhead Expense Allowance" has the meaning set forth in Section 3.2(a).

"Prime Rate" means a varying rate of interest as reported from time to time in the "Money Rates" section of The Wall Street Journal, as published and distributed in New York, New York, or, in the event that The Wall Street Journal is no longer published, the equivalent rate as published in any other nationally recognized daily newspaper as determined by the Managing Member in its reasonable discretion.

"Reimbursable Expenses" has the meaning set forth in Section 3.2(a).

"Securities Act" means the Securities Act of 1933, as amended.

"Short-Term Investments" means investments in (a) cash, (b) obligations of, or fully guaranteed as to timely payment of principal and interest by, the United States of America and with a maturity date not in excess of 12 months from the date of purchase by the Company, (c) interest-bearing accounts and/or certificates of deposit of any U.S. bank with capital and surplus in excess of $500 million and whose debt securities are rated not lower than P-1 by Moody's Investor Services, Inc. or A-1 by Standard & Poor's Corporation, (d) repurchase agreements of any U.S. bank with capital and surplus in excess of $500 million and whose debt securities are rated not lower than P-1 by Moody's Investor Services, Inc. or A-1 by Standard & Poor's Corporation, and (e) money market mutual funds with assets of not less than $500 million.

"Two-Thirds in Interest of the Members" means such Members holding in the aggregate more than two-thirds of the sum of the Capital Contributions of all Members, excluding those of the Managing Member.

Section 2.2 Commitments; Closing; Capital Contributions. Each person wishing to become a Member shall sign the signature page hereto and indicate the amount of such person's Commitment. Each person signing the signature page hereto irrevocably agrees to purchase an Interest and to make an aggregate Capital Contribution in the amount of the accepted Commitment. The Managing Member shall, in its sole discretion, accept some, all or none of each person's Commitment, and shall countersign the signature page hereto, indicating the amount of the accepted Commitment. The Managing Member shall send a countersigned signature page to this Agreement, in accordance with Section 12.6 below, to each person whose Commitment is fully or partially accepted, indicating the accepted amount of such person's Commitment. Except as specified below, or as otherwise agreed in writing by the Managing Member, payment in full of each Commitment in the amount accepted by the Managing Member and indicated on the signature page hereto will be required at the time of the Closing, which shall be 2 Business Days from the date that the countersigned signature page to this Agreement is deemed given in accordance with Section 12.6. Any person failing to make a Capital Contribution when due acknowledges and agrees that the Company shall have all remedies available under applicable law to enforce the collection from such person of any unpaid Capital Contributions, whether a Commitment or otherwise, as well as all interest and costs of collection (including attorneys' fees). All such remedies shall be cumulative. Each Capital Contribution shall be made in cash, either by delivery to the Company of a certified check or wire transfer of immediately available funds to an account designated by the Managing Member. Each such Capital Contribution shall be used by the Company in furtherance of the purpose of the Company described in Section 1.4, and specifically in accordance with Section 3.2.

Section 2.3 Capital Accounts. (a) A capital account (each, a "Capital Account") shall be maintained for each Member in accordance with Section 704(b) of the Code and Treasury Regulations Sections 1.704-1(b) and 1.704-2. On the Closing, the initial Capital Account balance of: (a) the Managing Member shall be equal to the amount of the Capital Contribution made by the Managing Member at the Closing; and (b) each Member shall be equal to the amount of the Capital Contribution made by such Member at the Closing.

(b) The Capital Account of each Member shall be increased by (i) the amount of any Capital Contribution of such Member following the Closing, (ii) such Member's share of Net Profits and any gross income and gain allocated to such Member pursuant to Article IX.

(c) The Capital Account of each Member shall be decreased by (i) the amount of all cash distributions to such Member, (ii) the Book Basis of any property distributed to such Member by the Company (net of liabilities secured by such distributed property that the Member is considered to assume, or take such property subject to), (iii) such Member's share of Net Losses and any gross deductions and loss allocated to such Member pursuant to Article IX.

(d) No Member shall be required to restore any negative balance in its Capital Account except as otherwise provided herein.

(e) In the event that all or a portion of an Interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

(f) The Capital Account of each Member shall be adjusted to reflect any adjustment to the Book Basis of the Company's assets attributable to the application of Sections 734 or 743 of the Code in respect of a distribution in liquidation of such Member's Interest to the extent required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

(g) Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account balance of any Member, the Capital Account balance of such Member shall be determined after giving effect to all allocations pursuant to Article IX and all contributions and distributions made prior to the time as of which such determination is to be made.

(h) The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event that there is a change in the federal income tax law, or the allocations provided for in this Agreement do not comply with the substantial economic effect and capital account rules set forth under Code Section 704 and the Treasury Regulations thereunder or otherwise properly reflect the economic interests of the Members, the Managing Member shall make such modifications to the allocation provisions of this Agreement necessary to preserve the underlying economic objectives of the Members and to comply with such provisions of the Code and the Treasury Regulations.

Section 2.4 Distributions in Kind. (a) If any securities are to be distributed in kind to the Members as provided in Article III, such securities will first be written up or down to their value, as determined in accordance with Article VIII hereof, as of the date of such distribution.

(b) Securities distributed in kind shall be valued by prorating the value of the entire investment of which the securities being distributed comprise a portion.

## ARTICLE III

## DISTRIBUTIONS; COMPANY ACTIVITIES; PRE-EMPTIVE RIGHTS

Section 3.1 Distribution Priority. Subject to the LLC Act and applicable law, all amounts which the Managing Member has determined to distribute shall be distributed as follows:

(i) First, 100% to the Members, pro rata in accordance with their respective Investment Percentages, until the cumulative amount distributed to the Members pursuant to this paragraph (i) equals the sum of (x) the total Capital Contributions made by the Members plus (y) 100% of the total amount withdrawn by the Company from the Cash Reserves Account for any purpose other than the distribution of cash to Members; and

(ii) Second, thereafter (A) 50% to the Members, pro rata in accordance with their respective Investment Percentages and (B) 50% to the Managing Member, as a profits interest.

In the discretion of the Managing Member, Carried Interest may be waived with respect to the investment of Affiliates of the Managing Member or their employees. The amounts apportioned to the Managing Member and the Members shall be distributed as promptly as practicable following the termination of the Authorization Agreement or the completion of the Centerline Transaction.

Section 3.2 Company Activities; Island Commitments. (a) The Company shall: (i) pay directly, or reimburse Island, ICG and their Affiliates for all third-party costs and expenses that any of them deems reasonable, in its sole discretion, incurred by Island, ICG or any of their Affiliates in connection with pursuing the Centerline Transaction from and after May 1, 2009, including without limitation legal, accounting, tax and other professional fees and expenses ("Reimbursable Expenses"); and (ii) pay to ICG, as compensation for the extensive resources committed by ICG and its Affiliates to pursuing the Centerline Transaction, a non-accountable overhead expense allowance of $750,000 per month from and after May 1, 2009, payable in advance on the first day of each month (an "Overhead Expense Allowance"). Such payment and reimbursement obligations shall cease to accrue on the earlier to occur of (x) the closing date of the Centerline Transaction or (y) the termination by Island of its pursuit of the Centerline Transaction. Island shall repay to the Company any amounts received in respect of periods during which such amounts were no longer payable pursuant to this Section 3.2.

(b) Any amounts payable by the Company under Section 3.2(a) with respect to any period prior to the Closing shall be payable to Island, ICG and their Affiliates out of Capital Contributions funded by the Members at the Closing.

(c) If the Centerline Transaction is consummated, the Acquisition Entity shall: (i) pay (or cause to be paid) to the Company an amount equal to 100% of all Reimbursable Expenses and Overhead Expense Allowance amounts previously paid by the Company, without interest, and (ii) issue to the Company, for no additional consideration, 5% of the total issued and outstanding equity of the Acquisition Entity as of the closing of the Centerline Transaction, which equity will be non-voting and subject to such other terms and rights as the Acquisition Entity reasonably determines with the approval of ICG.

(d) If the Authorization Agreement is terminated for any reason without the Centerline Transaction being consummated by Island, ICG, or any of their Affiliates, and if Island or any of its Affiliates receives any Reimbursement and/or any Restructuring Fees (as such terms are defined in the Authorization Agreement) pursuant to the Authorization Agreement, then Island shall remit to the Company, in each case promptly after its receipt thereof: (x) 100% of any Reimbursement and (y) 100% of each Restructuring Fee payment, until the total amount of Reimbursement payments and Restructuring Fees remitted to the Company by Island equals the total amount of Reimbursable Expenses and Overhead Expense Allowance amounts paid or reimbursed by the Company; and thereafter, 50% of any Restructuring Fees ~~and (y) 100% of any Reimbursement~~. If the Centerline Transaction subsequently is consummated following the termination of the Authorization Agreement, any amounts paid to the Company pursuant to this

Section 3.2(d) shall offset and reduce any amounts otherwise payable to the Company pursuant to Section 3.2(c)(i).

Section 3.3 Pre-emptive Rights. (a) If the Centerline Transaction is consummated on or prior to June 30, 2010, Island shall provide each Member a non-transferable right to purchase, on such economic and other terms and pursuant to such procedures as are reasonably established by the sponsors of such issuing entities and approved by ICG, such Member's pro rata share based on such Member's Investment Percentage or such lesser percentage that such Member may elect, of an aggregate of 45% for all Members of the non-sponsor equity (*i.e.*, excluding any profits interests or "promote" granted to Island, ICG or any of their Affiliates) in the Acquisition Entity.

(b) If the Authorization Agreement is terminated for any reason without the Centerline Transaction being consummated by Island, ICG, or any of their Affiliates, then each Member shall have a non-transferable right to purchase, for a period of one year following such termination, such Member's pro rata share based on such Member's Investment Percentage (or such lesser percentage that such Member may elect), of the non-sponsor equity interests (*i.e.*. excluding any profits interests or "promote" granted to Island, ICG or any of their Affiliates) in any entity sponsored by ICG (or an Affiliate thereof) that is formed during such one-year period for a substantially identical purpose as the Company (*i.e.*, to fund pre-acquisition or pre-transaction expenses) with respect to a potential acquisition of a commercial real estate operating business/platform other than the Centerline Transaction, upon such economic and other terms and pursuant to such procedures as are reasonably established by ICG.

(c) Any right to purchase any equity interest in any entity pursuant to this Section 3.3 is subject to the satisfaction of applicable investor suitability requirements in the sole discretion of the Acquisition Entity or sponsor, as the case may be.

## ARTICLE IV

## EXPENSES

Section 4.1 Expenses. Expenses shall be borne by the Company, and may be accrued and paid out of income in the Managing Member's discretion. The Company shall reimburse Island, ICG and their Affiliates for any Expenses paid by any of them.

## ARTICLE V

## MANAGING MEMBER

Section 5.1 Management Authority; No Removal. (a) The Managing Member will have full control over the business and affairs of the Company. The Managing Member will have the power on behalf and in the name of the Company to carry out any and all of the objectives and purposes of the Company and to perform all acts and enter into and perform all contracts and other undertakings which, in its sole discretion, are necessary or advisable or incidental thereto, including the power to acquire or dispose of any security. The Company, and the Managing Member on behalf of the Company, may enter into and perform any agreements

(and any amendments thereto) in furtherance of the Company's purpose, without any further act, vote or approval of any person or entity, including any Member, notwithstanding any other provision of this Agreement. Except as provided in Section 7.1(i), no Member or Members shall have the right to remove or replace the Managing Member.

(b) Except to the extent otherwise provided in this Agreement, all matters concerning (i) allocations pursuant to Section 2.3, and distributions pursuant to Section 3.1 and (ii) accounting procedures and determinations shall be determined by the Managing Member in accordance with its reasonable interpretation of the provisions of this Agreement made in good faith, whose determination, absent manifest error, shall be final and conclusive as to all the Members.

(c) Any assets of the Company that have not been paid out pursuant to Section 3.2(a) may be invested by the Managing Member, in its sole discretion, in Short-Term Investments.

(d) Except as otherwise permitted or contemplated by this Agreement, the Company shall not transact business with Affiliates of ICG without approval of a Majority in Interest of the Members.

Section 5.2 No Transfer of Interest; No Withdrawal or Loans. The Managing Member will not sell, assign, pledge, mortgage or otherwise dispose of its Interest in the Company without the consent of a Majority in Interest of the Members, provided that the Managing Member may transfer all of its Interest to a controlled Affiliate of Andrew L. Farkas without consent. The Managing Member will not voluntarily withdraw from the Company. In the event that the Managing Member assigns its entire interest in the Company in accordance with this Agreement, such transferee shall be deemed admitted to the Company as a Managing Member immediately prior to such assignment upon execution of this Agreement and such transferee shall continue the business of the Company without dissolution.

Section 5.3 No Liability to Members. No Member, including the Managing Member, and no member, officer, employee, or other agent of the Company (including a person having more than one such capacity) (each, a "Covered Person") shall be liable to the Company or any Member for any loss, liability, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, except for any such act or omission by such Covered Person that constitutes fraud, gross negligence or willful misconduct or a willful breach of this Agreement. Whenever any Covered Person acts in accordance with the standard set forth in the immediately preceding sentence, such Person shall not be subject to any other or different standard imposed by this Agreement or any relevant provisions of law or in equity or otherwise. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such person's professional or expert competence. The provisions of this Agreement, to the extent they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity in the absence of this Agreement, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

Section 5.4 Indemnification of Indemnified Parties. (a) Any person who was or is a Member, including the Managing Member, or a member, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as an officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each, an "Indemnified Party", and collectively, the "Indemnified Parties") shall, in accordance with this Section 5.4, be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including reasonable legal and other professional fees and disbursements), judgments, fines, settlements, and other amounts incurred (collectively, "Indemnifiable Losses") in connection with any and all claims, demands, actions, suits or proceedings (civil, criminal, administrative or investigative), actual or threatened, in which such Indemnified Party may be involved, as a party or otherwise, by reason of such Indemnified Party's service to, or on behalf of, or management of the affairs of, the Company, or rendering of advice or consultation with respect thereto, whether or not the Indemnified Party continues to be serving in the above-described capacity at the time any such Indemnification Obligation is paid or incurred; provided, however, that no Indemnified Party shall be entitled to indemnification under this Section 5.4 to the extent it is finally determined by a court of competent jurisdiction that (i) the Indemnified Party's acts or omissions were not in good faith or involved intentional misconduct or a knowing violation of law or (ii) the Indemnified Party derived an improper personal benefit.

(b) To the extent an Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Company, the Company shall advance expenses incurred by such Indemnified Party upon the receipt by the Company of the signed statement of such Indemnified Party agreeing to reimburse the Company for such advance in the event it is ultimately determined by a court of competent jurisdiction that such Indemnified Party is not entitled to be indemnified by the Company for such expenses.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 5.4 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any agreement, approval of the Members or otherwise.

(d) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 5.4 shall continue as to a person who has ceased to be a Member, officer, employee or agent and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person.

Section 5.5 No Waiver. Notwithstanding Sections 5.3 and 5.4, nothing contained in this Agreement shall constitute a waiver by any Member of any of such Member's legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived.

ARTICLE VI

MEMBERS

Section 6.1 Admission of Members. The Managing Member shall hold the Closing upon the Managing Member's receipt of Commitments representing not less than $15 million, which amount may be reduced or waived by the Managing Member in its sole discretion. The Managing Member may, at the Closing, and without advance notice to or consent from the Members, admit any person, in its sole discretion, who shall agree to be bound by all of the terms of this Agreement as a Member. No person shall be admitted as a Member if such person fails to pay, when due, the full amount of such Member's Commitment that is accepted by the Managing Member, in accordance with Section 2.2. The Managing Member shall have the absolute discretion to refuse admission to any person. The Company shall at all times maintain a current record of the names and addresses of the Members, the aggregate Capital Contributions of the Members and the respective Investment Percentages of the Members. Except as otherwise provided in this Agreement (with respect to direct transfers of Interests), after the Closing (i) any additional Members may be admitted to the Company only with the consent of all Members, and (ii) any such admission of an additional Member shall be evidenced by a written modification to this Agreement executed by all then current Members and such additional Member.

Section 6.2 Limited Liability. The Members will not be personally liable for any obligations of the Company and will have no obligation (including with respect to a deficit balance in their Capital Account) to make contributions to the Company, except to the extent required under Section 6.6 and the LLC Act. Except to the extent provided in this Agreement, the Members will take no part in the control, direction or operation of the affairs of the Company and will have no power to bind the Company.

Section 6.3 Transfer of Interests. (a) A Member may not sell, exchange, assign, transfer, pledge, mortgage or otherwise encumber any or all of its Interest without providing proof to the Managing Member's satisfaction of compliance of such action with ERISA, the Investment Company Act, the Securities Act, the Investment Advisers Act of 1940, as amended, and any similar legislation and any policies which the Company and its service providers may adopt, including any anti-money laundering policies and unless the Managing Member has consented in writing to such sale, exchange, assignment, transfer, pledge, mortgage or other encumbrance, provided that, with regard to an assignment by a Member to an Affiliate of such Member, such consent shall not be unreasonably withheld, conditioned or delayed.

(b) A Member which is a trust under an employee benefit plan may, upon prior written notice to the Managing Member, assign a beneficial interest in all or a portion of its Interest to any other trust under such employee benefit plan or to any other employee benefit plan having the same sponsor (provided that income and loss allocable to the Member of the Company will continue to be included in the same filings under the same employer identification number with the Internal Revenue Service). Such assignment to another trust under such employee benefit plan or to any other employee benefit plan having the same sponsor will not be deemed to be an assignment or transfer of an Interest for purposes of this Agreement (and therefore will not require the Managing Member's consent pursuant to Section 6.3(a)). In addition, a change in any trustee or fiduciary of a Member will not be deemed to be an assignment or transfer of an Interest

for purposes of this Agreement (and therefore not require the Managing Member's consent pursuant to Section 6.3(e)), so long as any such replacement trustee or fiduciary is also a fiduciary as defined under applicable law, that income and loss allocable to the Member by the Company will continue to be included in the same filings under the same employer identification number with the Internal Revenue Service, and the Managing Member receives prior written notice of such change in trustee or fiduciary. In connection with any assignment of interest or change in trustee or fiduciary under this Section 6.3(b), the Member shall provide such documentation as the Managing Member shall reasonably request.

(c) The voting rights of any Member's Interest shall automatically terminate upon any transfer of such interest to a trust, heir, beneficiary, guardian or conservator or upon any other transfer if the transferor no longer retains control over such voting rights and the Managing Member has not consented pursuant to Section 6.3(e) to such transferee becoming a substitute Member. No consent of any other Member will be required as a condition precedent to any such transfer or substitution.

(d) As a condition to any transfer of a Member's Interest pursuant to Section 6.3(a), the transferor and the transferee shall provide such legal opinions and documentation as the Managing Member shall reasonably request, including, without limitation, an opinion of counsel, acceptable to the Managing Member, that the Company will not be classified as a "publicly traded partnership" for purposes of Section 7704 of the Code as a result of such transfer.

(e) Notwithstanding anything to the contrary contained in this Section 6.3, a transferee or assignee will not become a substitute Member without the consent of the Managing Member, which consent may be granted or withheld in its sole and absolute discretion (except for a disposition by a Member to an Affiliate permitted by Section 6.3(a) or a transfer pursuant to Section 6.3(b)), and without executing a copy of this Agreement or amendment hereto. Any substitute Member admitted to the Company with the consent of the Managing Member will succeed to all rights and be subject to all the obligations of the transferring or assigning Member with respect to the Interest to which such Member was substituted, but any transferee or assignee that does not become a substitute Member shall have the right to receive allocations pursuant to Section 2.3 and distributions pursuant to Article III and Article VII, but shall have no other rights under this Agreement.

(f) The transferor and transferee of any Member's Interest shall be jointly and severally obligated to reimburse the Managing Member and the Company for all reasonable expenses (including attorneys' fees and expenses) incurred by either of them in connection with any transfer or proposed transfer of a Member's Interest, whether or not consummated.

(g) The transferee of any Member's Interest shall be treated as having made all of the Capital Contributions made by, and received all of the distributions received by, the transferor of such Interest.

(h) Anything in this Agreement to the contrary notwithstanding, no admission (or purported admission) of a Member, and no transfer (or purported transfer) of all or any part of a Member's Interest (or any economic interest therein) whether to another Member or to a

person who is not a Member, shall be effective, and any such admission or transfer (or purported admission or transfer) shall, to the fullest extent permitted by law, be void ab initio.

(i) Any pre-emptive rights received by a Member pursuant to Section 3.3 may not be sold, exchanged, assigned, transferred, pledged, mortgaged or otherwise encumbered without the prior written consent of the Managing Member, in its sole discretion.

Section 6.4 No Withdrawal. Subject to the provisions of Section 6.3, no Member may withdraw as a Member of the Company, nor may a Member be required to withdraw, nor may a Member borrow or withdraw any portion of its Capital Account from the Company.

Section 6.5 No Dissolution. The substitution, death, insanity, dissolution (whether voluntary or involuntary) or bankruptcy of a Member will not, in and of itself, affect the existence of the Company, and the Company will continue for the term of this Agreement until the Company is dissolved as provided herein.

Section 6.6 Indemnification and Reimbursement for Payments on Behalf of a Member. (a) If the Company is obligated to pay any amount to a governmental agency or to any other person (or otherwise makes a payment) in respect of any tax because of a Member's status or otherwise specifically attributable to a Member (including, without limitation, state personal property taxes, state unincorporated business taxes, etc.), then such Member (the "Indemnifying Member") shall indemnify the Company in full for the entire amount paid (including, without limitation, any interest, and any penalties and expenses associated with such payment to the extent such penalties and expenses are attributable to such Member's actions or failure to act). At the option of the Managing Member, either:

(i) promptly upon notification of an obligation to indemnify the Company, the Indemnifying Member shall make a cash payment to the Company equal to the full amount to be indemnified (and the amount paid shall not be added to the Indemnifying Member's Capital Account and shall not be deemed a Capital Contribution hereunder), or

(ii) if such Member fails to satisfy such claim in full, the Company shall reduce subsequent distributions which would otherwise be made to the Indemnifying Member until the Company has recovered the amount to be indemnified (provided that the amount of such reduction shall be deemed to have been distributed for all purposes of this Agreement).

(b) A Member's obligation to make contributions to the Company under this Section 6.6 shall survive the termination, dissolution, liquidation and winding up of the Company and, for purposes of this Section 6.6, the Company shall be treated as continuing in existence. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 6.6, including instituting a lawsuit to collect such contribution with interest equal to the Prime Rate plus six percentage points per annum (but not in excess of the highest rate per annum permitted by law).

Section 6.7 Confidentiality. (a) The Managing Member has the right to keep confidential from the Members (and their respective agents and attorneys) for such period of time as the Managing Member deems reasonable any Confidential Information. Furthermore, each Member shall keep confidential and not disclose any information and materials regarding the Company, Island, Centerline, the Authorization Agreement and the Centerline Transaction (whether or not such information or materials have been designated by the Managing Member as Confidential Information) except to the extent (i) disclosure of such information or materials is required by law, (ii) the information or materials become publicly known except through the actions or inactions of such Member, or (iii) the Managing Member consents to such disclosure in writing. Notwithstanding the foregoing, a Member may disclose Confidential Information to those of its employees, counsel, or advisors solely on a need to know and confidential basis and such Member shall be responsible for any breaches of confidentiality by its representatives. In the event any Member becomes aware of any order, subpoena or other legal process providing for the disclosure or production of Confidential Information, or any Member is required by law to disclose any Confidential Information, such Member shall (x) promptly notify the Managing Member in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, (y) to the extent not prohibited by applicable law, immediately supply the Managing Member with a copy of any such order, subpoena or other legal process and (z) cooperate with the Managing Member to preserve the confidentiality of such information consistent with applicable law and at such Member's expense. In addition, each Member shall notify the Managing Member prior to disclosing or producing any information subject to the provisions of the immediately preceding sentence and, to the extent not prohibited by applicable law, shall permit the Company to seek a protection order protecting the confidentiality of such information. The obligation of each Member pursuant to this Section 6.7 shall continue for 3 years following the termination of the Company. Each Member acknowledges that disclosure of information in violation of the provisions of this Section 6.7 may cause irreparable injury to the Company and the Members for which monetary damages are inadequate, difficult to compute, or both. Accordingly, each Member agrees that its obligations under this Section 6.7 may be enforced by specific performance, and that breaches or prospective breaches of this Section 6.7 may be enjoined.

Section 6.8 Representations and Warranties. Each Member hereby represents and warrants to the Company and to the Managing Member that, as of the Closing:

(i) if such Member is not a natural person, it is duly organized and validly existing under the laws of the jurisdiction under which it was formed and has full right, power and authority to execute and deliver this Agreement;

(ii) this Agreement constitutes its valid and binding obligation, enforceable against it in accordance with its terms;

(iii) it is not subject to any restriction or any agreement which prohibits, or would be violated by, the execution or delivery hereof or the consummation of the transactions contemplated herein or pursuant to which the consent of any person is required in order to give effect to the transactions contemplated herein;

(iv) if such Member is not a natural person, so long as it remains a Member, it will maintain its existence, rights and franchises and take all other action as will enable it to remain a Member, and to perform its obligations hereunder and enable the Company to continue and to conduct business in the manner and for the purposes for which the Company was formed;

(v) neither such Member nor any Affiliate of such Member is an Embargoed Person, and neither such Member nor any Affiliate of such Member shall become an Embargoed Person;

(vi) none of the funds or other assets of such Member or any Affiliate of such Member are or shall, directly or indirectly, constitute property of, or be beneficially owned by, any Embargoed Person;

(vii) no Embargoed Person has or shall have any interest of any nature whatsoever in such Member or any Affiliate of such Member;

(viii) neither such Member nor any of its Affiliates has conducted or engaged in, and neither such Member nor any of its Affiliates will conduct or engage in, any business activity with or for the benefit of any Embargoed Person;

(ix) neither such Member nor any of its Affiliates has dealt or otherwise engaged in, and neither such Member nor any of its Affiliates will deal or otherwise engage in, any transaction relating to any property or interests in property blocked pursuant to any Anti-Terrorism Law;

(x) neither such Member nor any of its Affiliates has engaged in or conspired to engage in, and neither such Member nor any of its Affiliates will engage in or conspire to engage in, any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law;

(xi) such Member (A) is financially able to bear all the risks of owning the Interest such Member is acquiring for an indefinite period of time; (B) has such knowledge and experience in financial and business matters to be able to evaluate the merits and risks of the acquisition of the Interest and of making an informed investment decision with respect thereto; (C) has been provided, or has had access to, all information such Member has requested of the Company in connection with the acquisition of its Interest; (D) has been afforded the opportunity to ask questions of, and receive answers from, the Company concerning the terms and conditions of this Agreement and the purchase of its Interest; (E) has been given

the opportunity to obtain any additional information necessary to verify the accuracy of the information furnished by, or on behalf of, the Company; (F) is acquiring its Interest based upon such Member's own investigation of such relevant information (including the foregoing) that it deems to be necessary or desirable and, in connection therewith, has received the full cooperation of, and assistance from, the Company; and (G) has consulted, to the extent that such Member has deemed necessary, with its tax, legal, accounting and financial advisors concerning its acquisition of its Interest;

(xii) such Member is acquiring its Interest for its own account, for investment, and not with a view to the sale or distribution thereof, and acknowledges that its Interest has not been registered under the Securities Act or any foreign, state or other federal securities laws, and, in addition to the other restrictions contained herein, any transfer or offer to transfer such Interest may require appropriate registration or the availability of an exemption from such registration under said laws and the regulations issued thereunder;

(xiii) such Member is an "accredited investor" as defined in Regulation D promulgated under the Securities Act; and

(xiv) such Member is a "qualified purchaser" as defined in Section 2(a)(51) of the Investment Company Act.

Each Member agrees to notify the Managing Member promptly of any change with respect to the foregoing representations and warranties.

Section 6.9 Covenants. Each Member covenants that throughout the term of this Agreement (but only for so long as it remains a Member), the representations and warranties made pursuant to Section 6.8 shall remain true, correct and complete with respect to such Member and any Affiliate thereof.

## ARTICLE VII

## DURATION AND TERMINATION

Section 7.1 Duration. The Company will continue until such date as the Managing Member, in its discretion, shall determine, or upon:

(i) the occurrence of any other event that results in the Managing Member ceasing to be a Managing Member of the Company, provided that the Company shall not be dissolved and required to be wound up in connection with any such event if (A) at the time of the occurrence of such event there is at least one remaining Managing Member of the Company who is hereby authorized to and does carry on the business of the Company, or (B) within 90

days after the occurrence of such event, Two-Thirds in Interest of the Members agree in writing or vote to continue the business of the Company and to the appointment, effective as of the date of such event, if required, of one or more additional Managing Members of the Company;

(ii) the election by the Managing Member to dissolve the Company upon the closing of a sale of all or substantially all of the assets of the Company and distribution of the proceeds therefrom;

(iii) the election of the Managing Member, upon notice to all Members, to dissolve the Company if the Managing Member determines that any change in, or action or regulation under, ERISA, the Investment Company Act, the Securities Act, the Investment Advisers Act of 1940, as amended or similar legislation, would materially and adversely affect the Company;

(iv) the issuance of a decree of dissolution by a court of competent jurisdiction;

(v) any time when there are no Members, unless the business of the Company is continued in accordance with the LLC Act.

(b) Following the election by the Members of a successor Managing Member pursuant to Section 7.1(i), the former Managing Member shall continue as a Member subject to the following conditions: (i) the former Managing Member shall be entitled to receive from the Company the same distributions and allocations that it would have received had it remained the Managing Member, and (ii) the former Managing Member shall have the rights of a Member hereunder with a Capital Account balance equal to that of the former Managing Member at the time of termination, but shall not be entitled to any other rights to participate in the management of the Company. If the Members elect to continue the Company's business pursuant to Section 7.1(i), an appropriate amendment to this Agreement shall be made within 90 days after the event giving rise to such election.

Section 7.2 Termination and Liquidation of Company Interests.

(a) Liquidation. Upon dissolution, the Company will be liquidated in an orderly manner. The Managing Member (or, in the absence of the Managing Member, the party selected by a Majority in Interest of the Members) will be the liquidator to wind up the affairs of the Company pursuant to this Agreement.

(b) Final Allocation and Distribution. Upon dissolution of the Company (whether or not an early dissolution), the Managing Member will make a final allocation of all items of income, gain, loss and expense in accordance with Article II hereof and the Company's liabilities and obligations to its creditors shall be paid or adequately provided for prior to any distributions to the Members. After payment or provision for payment of all debts of the Company (whether by payment or the making of reasonable provision for payment thereof), the remaining assets, if any, will be distributed among the Members as provided in Section 3.1.

## ARTICLE VIII

## VALUATION OF COMPANY ASSETS

Section 8.1 Valuation. The Company's assets shall be valued in good faith by the Managing Member, in its sole discretion, taking into account such factors and criteria that it considers relevant. Valuation of securities shall be based on all relevant factors, and Marketable Securities will generally be valued at their Fair Market Value or, if no such sales prices have been quoted during the ten Business Days prior to the date of valuation, at the value assigned reasonably and in good faith by the Managing Member. All determinations of value by the Managing Member in accordance with the foregoing provision shall be final and conclusive as to all Members.

## ARTICLE IX

## ALLOCATIONS

Section 9.1 Allocation of Net Profits and Net Losses. Net Profits or Net Losses for a year (or other period) shall be allocated among the Members (including the Managing Member) in a manner that will, as nearly as possible, cause the Capital Account balance of each Member at the end of such year (or period) to equal the excess (which may be negative) of:

(i) the amount of the hypothetical distribution (if any) that such Member would receive if, on the last day of the year (or period), (x) all Company assets, including cash were sold for cash in an amount equal to their Book Basis, taking into account any adjustments thereto for such year (or period), (y) all Company liabilities were satisfied in cash according to their terms (limited, with respect to each nonrecourse liability or partner nonrecourse debt (each as defined in Treasury Regulations Section 1.704-2(b)) in respect of such Member, to the Book Basis of the assets securing such liability), and (z) the net proceeds thereof (after satisfaction of such liabilities) were distributed in full pursuant to Sections 3.1(i)(y) and 3.1(ii) hereof; over

(ii) the sum of (x) the amount, if any, without duplication, that such Member would be obligated to contribute to the capital of the Company, (y) such Member's share of partnership minimum gain determined pursuant to Regulations Section 1.704-2(g) and (z) such Member's share of partner nonrecourse debt minimum gain determined pursuant to Regulations Section 1.704-2(i)(5), all computed as of the hypothetical sale described above.

Section 9.2 Regulatory Allocations. (a) Notwithstanding any other provision of this Agreement, (i) "partner nonrecourse deductions" (as defined in Treasury Regulations Section 1.704 2(i)), if any, of the Company shall be allocated for each period to the Member that

bears the economic risk of loss within the meaning of Treasury Regulations Section 1.704-2(i), and (ii) "nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(b)) and "excess nonrecourse liabilities" (as defined in Treasury Regulations Section 1.752-3(a)), if any, of the Company shall be allocated to the Members in accordance with their respective Investment Percentages.

(b) This Agreement shall be deemed to include "qualified income offset," "minimum gain chargeback" and "partner nonrecourse debt minimum gain chargeback" provisions within the meaning of Treasury Regulations under Section 704(b) of the Code. Accordingly, notwithstanding any other provision of this Agreement, items of gross income shall be allocated to the Members on a priority basis to the extent and in the manner required by such provisions.

(c) Notwithstanding anything to the contrary in Section 9.1:

(i) The Net Losses allocated pursuant to Section 9.1 to any Member for any fiscal year shall not exceed the maximum amount of Net Losses that may be allocated to such Member without causing such Member to have an Adjusted Capital Account Deficit at the end of such fiscal year.

(ii) If some but not all of the Members would have an Adjusted Capital Account Deficit as a consequence of allocations of Net Losses pursuant to Section 9.1, the limitations set forth in this Section 9.2(c) shall be applied by allocating Net Losses pursuant to this Section 9.2(c)(ii) only to those Members who would not have an Adjusted Capital Account Deficit as a consequence of receiving such an allocation of Net Losses (the allocation of such Net Losses among those Members to be in proportion to their Investment Percentages).

(iii) If no other Member may receive an additional allocation of Net Losses pursuant to Section 9.2(c)(ii), such additional Net Losses not allocated pursuant to Section 9.2(c)(ii) shall be allocated among the Members in proportion to their respective Investment Percentages.

(d) Any allocations required to be made pursuant to Section 9.2(a) through Section 9.2(c) (the "Regulatory Allocations") (other than allocations, the effect of which are likely to be offset in the future by other special allocations) shall be taken into account, to the extent permitted by the Treasury Regulations, in computing subsequent allocations of income, gain, loss or deduction pursuant to Section 9.1 so that the net amount of any items so allocated and all other items allocated to each Member shall, to the extent possible, be equal to the amount that would have been allocated to each Member pursuant to Section 9.1 had such Regulatory Allocations under this Section 9.1 not occurred.

Section 9.3 Tax Allocations. (a) For federal income tax purposes, except as otherwise provided in this Section 9.3, each item of income, gain, loss and deduction shall be

allocated among the Members in the same manner as its corresponding item of book income, gain, loss or deduction is allocated pursuant to this Article IX.

(b) In accordance with Sections 704(b) and 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any Company asset contributed (or deemed contributed) to the capital of the Company shall, solely for federal income tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of such Company asset for federal income tax purposes and its Book Basis upon its contribution (or deemed contribution). If the Book Basis of any Company asset is adjusted, subsequent allocations of taxable income, gain, loss and deduction with respect to such Company asset shall take account of any variation between the adjusted basis of such Company asset for federal income tax purposes and the Book Basis of such Company asset in the manner prescribed under Code Sections 704(b) and 704(c) and the Treasury Regulations thereunder. Any elections or decisions relating to such allocations shall be made by the Managing Member.

(c) For purposes of determining the nature (as ordinary or capital and, if capital, the applicable rate) of certain items of income and gain allocated among the Members for federal income tax purposes pursuant to this Section 9.3, any items of income and gain required to be recognized as ordinary income under Section 1245 of the Code or as "unrecaptured Section 1250 gain," as defined in Section 1(h) of the Code, shall be deemed to be allocated among the Members in the same proportion that they were allocated and claimed the tax depreciation deductions or basis deductions, directly or indirectly, giving rise to such treatment under Section 1(h) and Section 1245 of the Code.

(d) If during a taxable year a Member makes a permitted transfer of an Interest (or acquires from or redeems an Interest with the Company), then the Net Profit or Net Loss (and other items referred to in Section 9.2) attributable to such Interest for such taxable year shall be allocated between the transferring Member and the transferee (or the other Members in the Company) by closing the books of the Company as of the date of the transfer, or by any other method permitted under Section 706 of the Code and the Treasury Regulations thereunder determined by the Managing Member.

(e) The provisions of this Article IX (and other related provisions in this Agreement) pertaining to the allocation of items of Company income, gain, loss, deductions, and credits shall be interpreted consistently with the Treasury Regulations, and to the extent unintentionally inconsistent with such Treasury Regulations, shall be deemed to be modified to the extent necessary to make such provisions consistent with the Treasury Regulations.

## ARTICLE X

## BOOKS AND RECORDS; MEETINGS

Section 10.1 Books and Records; Inspection. Subject to Section 6.7, the Company will maintain complete and accurate books of account of the Company's affairs at the Company's principal office, which books will be open to inspection by any Member (or its authorized representative) for any purpose reasonably related to the Company or such Member's investment in the Company, at any time during ordinary business hours upon five Business Days'

advance written notice. Such inspection may be made by any representative, agent or duly appointed attorney of the Member, and shall be at the sole cost and expense of the Member.

Section 10.2 Fiscal Year. The fiscal year of the Company will be the calendar year, unless the Code requires a taxable year other than the calendar year in which case the fiscal year will be that which is required by the Code.

Section 10.3 Financial Records. The Managing Member shall maintain or cause to be maintained at all times true and correct books, records, reports and accounts in which shall be entered fully and accurately all transactions of the Company. The Managing Member shall cause the Company to prepare financial statements on a federal income tax basis of accounting, taking into account the provisions of Section 703(a) of the Code. The Managing Member will cause the Company to deliver annual financial statements to the Members as soon as reasonably practicable following March 31 of the year following the year in question. As soon as practicable after the end of each fiscal year (subject to reasonable delays in the event of late receipt of any necessary financial statements or other information necessary to prepare tax returns), the Managing Member shall deliver to each Member its respective form K-l.

Section 10.4 Accounting Methods. Except as may otherwise be specified herein, all determinations hereunder shall be made in accordance with GAAP.

Section 10.5 Tax Controversies. The Managing Member is hereby designated the "Tax Matters Partner" (as defined in Section 6231 of the Code), and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's business and affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Managing Member and to do or refrain from doing any or all things reasonably requested by the Managing Member with respect to the conduct of such proceedings. The Managing Member shall provide the Members with all notices required to be provided to them by law in connection with such proceedings, and shall otherwise keep the Members reasonably informed of the progress thereof.

Section 10.6 Certain Tax Elections. The Managing Member shall not, without the consent of all of the Members, elect to change the classification of the Company as a partnership for U.S. federal income tax purposes. The Managing Member is authorized to execute and file for all of the Members any form or document required by any applicable United States federal, state or local tax law for the Company to be classified as a partnership under such tax law.

Section 10.7 Withholding. The Managing Member is authorized to withhold from distributions to the Members to pay any amounts due to any federal, state, local or foreign government and shall allocate any such amounts to the Member with respect to which such amount was withheld. All amounts withheld pursuant to the Code or any provision of applicable state, local or foreign tax law with respect to any Member shall, unless otherwise determined by the Managing Member, be treated as amounts distributed to such Member pursuant to Section 3.1.

## ARTICLE XI

## POWER OF ATTORNEY

Section 11.1 Power of Attorney. Each of the undersigned does hereby constitute and appoint the Managing Member and each person who hereafter becomes a Managing Member with full power to act without the others, as his, her or its true and lawful representative and attorney-in-fact, in her, his or its name, place and stead, to make, execute, sign, acknowledge and deliver or file (a) the Certificate, (b) any amendment to or cancellation of the Certificate or any amendment to this Agreement effected in accordance with Section 12.1, (c) all instruments, documents and certificates which may from time to time be required by any law to effectuate, implement and continue the valid and subsisting existence of the Company, and (d) all instruments, documents and certificates which may be required to effectuate the dissolution and termination of the Company. The powers of attorney granted herein will be deemed to be coupled with an interest, will be irrevocable and will survive the death, incompetency, disability or dissolution of a Member. Without limiting the foregoing, the powers of attorney granted herein will not be deemed to constitute the written consent of any Member for purposes of Section 12.1. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the foregoing power of attorney may not be exercised by the Managing Member after the occurrence of an event specified in Section 7.1.

## ARTICLE XII

## MISCELLANEOUS

Section 12.1 Amendments. (a) Any amendment of this Agreement which would materially and adversely affect the Members, may be made only with the written consent of the Managing Member and a Majority in Interest of the Members. Any amendment which would adversely effect in any material way the rights and obligations of a Member in a manner which is materially disproportionate to the effect of such amendment upon the other Members shall require the written consent of the affected Member.

(b) This Agreement may be amended from time to time by the Managing Member without the consent of any of the Members in any manner other than those described in Section 12.1(a), including, without limitation, (i) to add to the representations, duties or obligations of the Managing Member or surrender any right or power (but not responsibilities) granted to the Managing Member herein; (ii) to cure any ambiguity or correct any provisions hereof which may be inconsistent with any other provisions hereof, or correct any printing, stenographic or clerical errors or omissions; and (iii) to withdraw one or more Members, in accordance with the terms of this Agreement.

(c) In the event that the Managing Member notifies a Member of a proposed amendment to this Agreement, such Member shall be deemed to have consented to the proposed amendment unless such Member notifies the Managing Member that the Member objects to such proposed amendment within 30 days of receiving notice of such proposed amendment.

(d) No provision of this Agreement which requires the consent of a percentage in interest of the Members in order to take any action may be amended without the consent of the percentage in interest of the Members so specified.

Section 12.2 Involvement of the Company in Certain Proceedings. If any Member becomes involved in legal proceedings unrelated to the business of the Company in which the Company is called upon to provide information, such Member will indemnify and hold harmless the Company against all costs and expenses, including, without limitation, fees and expenses of attorneys and other advisors, incurred by the Company in preparing or producing the required information or in resisting any request for production or obtaining a protective order limiting the availability of the information actually provided by the Company.

Section 12.3 Successors. Except as otherwise provided herein, this Agreement will inure to the benefit of and be binding upon the Members and their legal representatives, heirs, successors and assigns.

Section 12.4 No Third Party Rights. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and permitted assigns, and no other person, unless express provision is made herein to the contrary, shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Section 12.5 Governing Law; Severability. This Agreement will be construed in accordance with the laws of the State of Delaware and, to the maximum extent possible, in such manner as to comply with all the terms and conditions of the LLC Act. The parties hereby consent to exclusive jurisdiction and venue for any action arising out of this Agreement in any state or federal court located in the City and State of New York. Each Member consents to service of process in any action arising out of this Agreement by the mailing thereof by registered or certified mail, return receipt requested, to such Member's address set forth on the signature page hereto or to such other address as has been indicated to the Managing Member. In any action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all expenses, including reasonable attorneys' fees, incurred in connection therewith. If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 12.6 Notices. All notices, demands and other communications to be given and delivered under or by reason of provisions under this Agreement will be in writing and will be deemed to have been given when personally delivered, sent by e-mail (with appropriate confirmation), sent by reputable overnight courier service (charges prepaid) or mailed by regular mail or first class mail (postage prepaid and return receipt requested) to the addresses set forth on the signature page hereto or to such other address or e-mail address as has been indicated to the Managing Member.

Section 12.7 Side Letters. The Managing Member and the Company may enter into side letters with Members altering the terms (directly or indirectly) of this Agreement with

respect to such Members or investors, provided that the terms of a side letter shall not have any material adverse effect on any Member (or other investor) that is not a signatory to such letter.

Section 12.8 Miscellaneous. This document and the schedules and exhibits, and side letter agreements between the Company and certain of the Members in connection herewith, contain the entire Agreement among the parties and supersedes all prior arrangements or understanding with respect thereto. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. This Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all of such counterparts together will constitute one agreement. The failure of any Member to seek redress for violation, or to insist on strict performance, of any covenant or condition of this Agreement shall not prevent a subsequent act which would have constituted a violation from having the effect of an original violation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MANAGING MEMBER:

C3 DIRECTIVES LLC

By: _____
Name:
Title:

ISLAND C-III HOLDINGS LLC
(For the purposes of Section 3.2 only)

By: _____
Name:
Title:

ISLAND CAPITAL GROUP LLC
(For the purposes of Section 3.2 only)

By: _____
Name:
Title:

MEMBER:

_____
(Print Name)

By: _____

Name:
Title:

Commitment Amount: $_____

Dated: _____, 2009

Tax Identification Number: _____

Address: _____

_____

_____

Email Address: _____

_____

_____

Primary Contact Person: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Commitment Amount: $_____

* * * * *

---

The foregoing is hereby accepted, subject to the conditions set forth herein.

Amount Accepted: $_____

C3 DIRECTIVES LLC

Dated: _____, 2009

By: _____

Name:

Title:

By: _____

Dated: _____, 2009