

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
IG HAMMONDVILLE LLC

The undersigned is the sole member (the “Member”) of IG Hammondville LLC (the “Company”), which is a limited liability company organized under the Delaware Limited Liability Company Act, as amended from time to time (the “Act”). The Member does hereby enter into this Amended and Restated Limited Liability Company Agreement, dated as of February 6, 2023, which amends and restates that certain Limited Liability Company Agreement, dated as of August 25, 2021, as amended by that First Amendment dated as of November 10, 2021, and consents to and takes the actions described herein, and the undersigned hereby declares that this document constitutes the limited liability company agreement of the Company (the “Agreement”) established pursuant to Section 18-201(d) of the Act.

1. Name. The name of the Company is IG Hammondville LLC.
2. Purpose and Powers. The sole purpose of the Company shall be to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Delaware.
3. Principal Office, Registered Office, and Registered Agent. The principal office of the Company is c/o Imperium Capital, 261 Fifth Avenue, Suite 1501, New York, New York 10016. The registered office of the Company is Cogency Global Inc., 850 New Burton Rd., Ste. 201, Dover, DE 19904. The registered agent of the Company at such address is Cogency Global Inc.
4. Admission of Member. IG Logistics, LLC, a Delaware limited liability company, is the initial and sole member of the Company (the “Member”).
5. Member. The name of the Member of the Company is IG Logistics, LLC, a Delaware limited liability company, and its address is c/o Imperium Capital, 261 Fifth Avenue, Suite 1501 New York, New York 10016.
6. Term. The Company shall continue until it is dissolved in accordance with Section 18-801 of the Act.
7. Management.
 - a. Member. The sole responsibility for managing the business and affairs of the Company, except as otherwise provided herein or in the Act, shall be vested in the Member. Except as expressly provided herein, voting power shall be vested solely in the Member and all matters requiring a vote pursuant to this Agreement or the Act shall be determined by the vote or written consent of the Member.

b. Rights and Powers of the Member. The Member shall have the right and power to take part in the management and control of the Company and its business and affairs, and to act for or bind the Company in any way. Notwithstanding any other terms of the Agreement, the Member, in its sole discretion, can be itself, without the concurrence or approval of any other party, approve any action by the Company or execute any document on behalf of the Company and the Member's execution of any such document shall be deemed conclusive evidence of its approval thereof.

c. Appointment of Officer and Other Agents. The Member may appoint one or more individuals as agents of the Company with, in each case, such title, duties, power and authority as the Member shall determine from time to time, and such agents may be referred to as officers of the Company; provided, however, that no such appointment by the Member by itself shall cause such agent to be a "manager" of the Company within the meaning of the Act or restrict the ability of the Member to exercise the powers so delegated. Unless the authority of the agent designated as the officer in question is limited in the document appointing such officer or is otherwise specified by the Member, any officer so appointed shall have the same authority to act for the Company as a corresponding officer of a Delaware corporation would have to act for a Delaware corporation in the absence of a specific delegation of authority.

d. Initial Officers.

(i). The Member hereby appoints Daniel Glaser as each of President, Treasurer and Authorized Signatory of the Company, to serve until such time as his resignation or removal by the Company, and authorizes Daniel Glaser to execute and deliver any document on behalf of the Company, and his signature shall be binding on the Company without the concurrence or approval of any other party.

(ii). The Member hereby appoints Samuel Schneider as each of Chief Executive Officer, Secretary and Authorized Signatory of the Company, to serve until such time as his resignation or removal by the Company, and authorizes Samuel Schneider to execute and deliver any document on behalf of the Company, and his signature shall be binding on the Company without the concurrence or approval of any other party.

e. Bank Accounts. Without limitation of the authority granted above, each officer of the Company is authorized (i) to open an account or accounts of the Company, including without limitation checking, savings, safety deposit box and any other special accounts, with, any banks, money market funds, mutual funds or other financial institutions (all such institutions being hereinafter referred to as "Financial Institutions") as he/she may select, and to cause to be prepared and to execute and deliver in the name and on behalf of the Company any documents or instruments as may be necessary, advisable or desirable to open those accounts, and (ii) to endorse for deposit any checks, drafts or other evidences of indebtedness made payable to the order of the Company and that each shall be authorized to sign on behalf of the Company checks, drafts and other orders obligating the Company to pay money with respect to any funds in such account or accounts.

8. Limitation of Liability. No Member or officer, if any, shall be obligated personally for the debts, obligations or liabilities of the Company, except to the extent required by law.

9. Indemnification. Except as otherwise required by applicable law, no Member or officer, if any, shall be liable to the Company for any loss suffered by the Company that arises out of any action or inaction of any Member or officer. The Company shall indemnify, to the extent of its assets, each Member and officer against all losses, liabilities, costs, claims, damages, judgments, fines, penalties or expenses (including out-of-pocket expenses of investigation and attorneys' fees and expenses in connection with any action, suit or proceeding) incurred by such Member and/or officer in connection with any matter relating to the Company, including amounts paid in satisfaction of judgments, settlements, fines, penalties and expert witness and counsel fees reasonably incurred in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal or investigative, pending or threatened, before any court or administrative or legislative body, in which such Member and/or officer may be or may have been involved as a party or otherwise or with which such Member and/or officer may be or may have been threatened. Notwithstanding the foregoing, no payments shall be made to any Member or officer pursuant to this paragraph with respect to or in connection with any matter as to which such Member or officer shall have committed an act or omission involving willful misconduct, fraud or gross negligence.

10. Federal Income Tax. The sole Member intends for the Company to be treated as a partnership for federal income tax purposes if the Company has two or more members, and otherwise as an entity that is disregarded as an entity separate from its owner for federal income tax purposes pursuant to Treasury Regulations Section 301.7701-3.

11. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

12. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the unanimous decision of the Member or (b) an event of dissolution of the Company under the Act.

13. Amendment. This Agreement may be amended only in a writing signed by the Member, provided that Section 2 may only be amended with the prior written consent of Lender.

14. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES OF SUCH STATE.

15. Special Purpose Entity Requirements.

a. General. Notwithstanding any other provision of this Agreement, or in any other document governing the formation, management or operation of the Company, and any provision of law that empowers the Company, the Member or any other person or entity, so long as the Loan is outstanding, the provisions of this Section 15 shall govern the affairs of the Company.

Capitalized terms used in this Section 15 are used as defined in the Loan Agreement or, if not defined in the Loan Agreement, as defined in the other provisions of this Agreement.

b. Covenant. So long as the Loan is outstanding, the Member shall cause the Company to continue to qualify as a “Special Purpose Entity.”

c. Definitions. For purposes of this Section 15, the following terms shall have the following meanings:

“**Loan**” means the \$9,200,000 loan from Village Bank & Trust, N.A. (“Lender”) to the Company as evidenced by that certain Amended and Restated Promissory Note, dated as of February 6, 2023, by the Company and made payable to the Lender.

“**Loan Agreement**” means that certain Loan Agreement, dated as of February 6, 2023, between the Company and Lender.

“**Mortgage**” means that certain Amended and Restated Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing, dated as of February 6, 2023, made by the Company in favor of Lender.

“**Premises**” shall have the meaning ascribed to such term in the Mortgage.

“**Special Purpose Entity**” means a corporation, limited partnership or limited liability company which at all times since its formation and at all times thereafter:

- (i) was and will be organized solely for the purpose of owning the Premises;
- (ii) has not engaged and will not engage in any business unrelated to the ownership of the Premises;
- (iii) has not had and will not have any assets other than those related to the Premises;
- (iv) has not engaged, sought or consented to and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, division, merger, asset sale (except as expressly permitted by the Loan Agreement), transfer of partnership or membership interests or the like, or amendment of its limited partnership agreement, articles of incorporation, articles of organization, certificate of formation or operating agreement (as applicable);
- (v) has remained and will remain solvent; and has maintained and will maintain adequate capital in light of its contemplated business operations, provided, however, the foregoing shall not require any such constituent party of such person or entity to make any additional capital contributions thereto;
- (vi) has not failed and will not fail to correct any known misunderstanding regarding the separate identity of such entity;
- (vii) has maintained and will maintain its accounts, books and records separate from any other person or entity and will file its own tax returns;

(viii) has maintained and will maintain its books, records, resolutions and agreements as official records;

(ix) has not commingled and will not commingle its funds or assets with those of any other person or entity;

(x) has held and will hold its assets in its own name;

(xi) has conducted and will conduct its business in its name only, and has not and will not use any trade name (provided that advertisements using the name of the Premises in lieu of Borrower shall not constitute conducting business in another name);

(xii) has maintained and will maintain its financial statements, accounting records and other entity documents separate from any other person or entity;

(xiii) has paid and will pay its own liabilities, including the salaries of its own employees, out of its own funds and assets;

(xiv) has observed and will observe all partnership, corporate or limited liability company formalities, as applicable;

(xv) has maintained and will maintain an arm's-length relationship with its Affiliates (as defined in the Mortgage);

(xvi) has and will have no indebtedness other than the indebtedness permitted under the Loan Documents;

(xvii) has not and will not assume or guarantee or become obligated for the debts of any other person or entity or hold out its credit as being available to satisfy the obligations of any other person or entity except for the Loan;

(xviii) has not and will not acquire obligations or securities of its partners, members or shareholders;

(xix) has allocated and will allocate fairly and reasonably shared expenses, including shared office space, and uses separate invoices and checks;

(xx) except in connection with the Loan, has not pledged and will not pledge its assets for the benefit of any other person or entity;

(xxi) has held itself out and identified itself, and will hold itself out and identify itself, as a separate and distinct entity under its own name and not as a division or part of any other person or entity;

(xxii) has maintained and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other person or entity;

(xxiii) has not made and will not make loans to any person or entity;

(xxiv) has not identified and will not identify its partners, members or shareholders, or any Affiliate of any of them, as a division of it;

(xxv) has not entered into or been a party to, and will not enter into or be a party to, any transaction with its partners, members, shareholders or Affiliates except in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party; and

(xxvi) has and will have no obligation to indemnify its partners, officers, directors, or members, as the case may be, or has such an obligation that is fully subordinated to the Loan and will not constitute a claim against it if cash flow in excess of the amount required to pay the Loan is insufficient to pay such obligation.

[SIGNATURES ON FOLLOWING PAGE]

DRC

PZ26-12000017
08/05/2026

IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Limited Liability Company Agreement of IG Hammondville LLC to be executed as of the date first written above.

SOLE MEMBER:

IG Logistics, LLC

By: DLA
Name: Daniel Graser
Title: Authorized Signatory