

EXHIBIT A

**THIRD AMENDED AND RESTATED OPERATING AGREEMENT
OF
AIJED ASSOCIATES LLC**

May 15, 2007

AMENDED AND RESTATED OPERATING AGREEMENT dated as of *May 15, 2007* ("Agreement") by and among the undersigned (herein called the "Members," (as defined in Sec. 3.1(h)) which term shall include any persons hereafter admitted to the Company (as defined herein) pursuant to Article V of this Agreement and shall exclude any persons who cease to be Members pursuant to Article IV of this Agreement).

WHEREAS, the Members have entered into an operating agreement dated February 4, 1997 (the "Original Operating Agreement") whereby the parties formed AIJED Associates LLC, a limited liability company (the "Company"), pursuant to the provisions of New York limited liability company law (the "LLC Law"), subject to the terms and conditions hereinafter set forth in this Agreement.

WHEREAS, the parties amended and restated the Original Operating Agreement on September 1, 2004, and desire to further amend and restate the Amended and Restated Operating Agreement in its entirety.

NOW, THEREFORE, intending to be bound by the terms of this Agreement, the parties agree as follows:

ARTICLE I

General Provisions

Sec. 1.1 **Company Name, Registered Agent and Office; Address; Managing Member.** The Company shall do business under the name of AIJED Associates LLC. Its principal office is located at 411 Theodore Fremd Avenue, Rye, New York, 10580, or at such other location as the Managing Member (as hereinafter defined) in the future may designate. The registered agent for service of process and the registered office shall be that person and location reflected in the Company's certificate of formation. The Company's managing member shall be Gordon Asset Management LLC, a New York limited liability company (the "Managing Member"), and its permitted successors and assignees.

Sec. 1.2 **Fiscal Year.** The fiscal year of the Company (herein called the "fiscal year") shall end on December 31st of each calendar year or on such date as the Managing Member shall determine.

Sec. 1.3 **Liability of Members.** The names of all of the Members, the amounts of their respective contributions to the Company (herein called the "Capital Contributions" as defined in Sec. 3.1 and their Ownership Percentages (as defined in Sec. 3.4) are set forth in a schedule entitled "Schedule of Capital Contributions and Ownership Percentages" (herein called the "Schedule") which shall be maintained with the records of the Company and is hereby incorporated by reference and made a part of this Agreement.