

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ENTERING THIS WEBSITE OR ACCESSING ANY PAGES HEREOF, YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE, AS THE SAME MAY BE MODIFIED OR AMENDED FROM TIME TO TIME. IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS OF USE, AND YOUR USE OF THIS WEBSITE SHALL CONCLUSIVELY CONSTITUTE YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO USE THIS WEBSITE OR ACCESS ANY PAGES HEREOF.

Permitted Use

This website is available for general information purposes only and does not constitute an offer or sale or any form of general solicitation or general advertising of interests in any fund or investment vehicle managed by Barington Capital Group, L.P. or one of its affiliates ("Barington"). Any such offer would only be made in compliance with applicable state and federal securities laws pursuant to an offering memorandum and related offering documents provided to qualified prospective investors upon request.

By using this website, you represent and warrant that you have read these Terms of Use, understand them, and agree to be bound hereby. You may not violate or attempt to violate the security of this website. Tampering with any portion of the website, or conducting fraudulent activities on this website, directly or indirectly, is prohibited and constitutes a breach of these Terms of Use. If you become aware of any unauthorized use or access, you must notify us immediately.

The information and materials contained on this website are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. By using this website, you represent and warrant that you are permitted to view and use the information and materials as provided on this website and agree to comply with all applicable laws and regulations.

Disclaimers and Limitations of Liability

Any views expressed in materials presented on this website represent the opinions of Barington as of the date initially presented. No representation or warranty, express or implied, is made as to the accuracy or completeness of any such information or opinions. Barington expressly disclaims any and all liability based, in whole or in part, on such information or opinions, any errors therein or omissions therefrom. Furthermore, Barington also disclaims any obligation to update the information or opinions presented and reserves the right to modify or change its views or conclusions at any time in the future without notice.

The information contained on this website does not recommend the purchase or sale of any security nor is it an offer to sell or a solicitation of an offer to buy any security. Furthermore, the information

contained on this website is not intended to be, nor should it be construed or used as, investment, tax or legal advice. The investments discussed in any articles or press releases posted on this website do not represent all of the investments made by Barington and it should not be assumed that any of the investments made by Barington for its clients have been or will be profitable. No representation or warranty, express or implied, is made as to the future performance of any Barington fund or investment, or that investors will or are likely to achieve results comparable to those achieved by Barington in the past, will make any profit at all or will be able to avoid incurring a loss on their investment. Past performance is no guarantee of future results.

Nothing contained on this website should be taken as any form of commitment on the part of Barington to take any action in connection with any particular security. Barington is in the business of buying and selling securities. Barington has, and may in the future, buy, sell or change the form of its position in any security for any or no reason whatsoever.

Barington has neither sought nor obtained the consent from any third party to use any statements or information contained on this website that have been obtained or derived from statements made or published by such third parties. Any such statements or information should not be viewed as indicating the support of such third parties for any views expressed on this website.

Any assumptions, assessments, estimates, projections or the like (collectively, "Statements") contained in any materials presented on this website regarding future events or which are forward-looking in nature constitute only subjective views, outlooks or estimations, are based upon Barington's expectations or beliefs as of the date initially presented, are subject to change due to a variety of factors, including fluctuating market conditions and economic factors, and involve inherent risks and uncertainties, many of which cannot be predicted or quantified and are beyond Barington's control. Actual results could differ materially from those set forth in, contemplated by, or underlying these Statements. In light of these risks and uncertainties, there can be no assurance and no representation or warranty is given that these Statements are or will prove to be accurate or complete in any way.

Barington will have no obligation to update or correct any information contained on this website even if Barington is aware that it is inaccurate or outdated. Furthermore, Barington may add, change, discontinue, remove or suspend any content posted on this website without notice and without liability at any time. Barington assumes no responsibility for, and shall not be liable for any damages to or viruses that may infect, your computer equipment or other property on account of your access to or use of this website or your downloading of any materials from this website. Your use of this website and use of or reliance upon any materials contained on this website is at your own risk.

THIS WEBSITE AND ALL OF ITS CONTENTS ARE MADE AVAILABLE "AS IS," WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, UNINTERRUPTED USE, OR ACCURACY, SECURITY OF INFORMATION, OR RELIABILITY, ARE SPECIFICALLY

EXCLUDED AND EXPRESSLY DISCLAIMED. BARINGTON MAKES NO REPRESENTATION OR WARRANTY THAT THIS WEBSITE WILL MEET ANY USER'S REQUIREMENTS. USERS OF THIS WEBSITE ASSUME ALL RISK AS TO THE QUALITY, ACCURACY, SUITABILITY, AVAILABILITY AND PERFORMANCE OF THIS WEBSITE AND ITS CONTENTS AND ACKNOWLEDGE THAT THIS WEBSITE AND ITS CONTENTS MAY BE REVISED, ALTERED AND CHANGED FROM TIME TO TIME IN THE SOLE DISCRETION OF BARINGTON. BARINGTON DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT CONTAINED ON THIS WEBSITE WILL OPERATE CONTINUOUSLY OR WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR ANY WEBSITE REFERRED OR LINKED TO HEREIN IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

BARINGTON ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM ANY USE OF OR RELIANCE UPON THIS WEBSITE OR ITS CONTENTS. IN NO EVENT WILL BARINGTON BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA, BUSINESS INTERRUPTION, OR OTHER DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR CLAIMS (WHETHER IN CONTRACT, IN TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS WEBSITE, ITS CONTENTS, THE USE THEREOF, OR THE INABILITY TO USE THIS WEBSITE, EVEN IF BARINGTON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Intellectual Property

This website and all of its content, including all Barington trademarks, service marks, trade names, logos, text, materials, and other information ("Intellectual Property"), are the exclusive property of Barington. Any third party intellectual property used in this website is owned by their respective owners, and Barington makes no representations or warranties of any kind with respect to such third party intellectual property. Nothing on this website shall be deemed to convey upon you any right, title, or interest in any Intellectual Property except for the right to view and/or use the same pursuant to these Terms of Use. Furthermore, except as expressly permitted in writing, no information or materials provided on this website may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way to third parties. You may, for your own personal, non-commercial use only, download or print any information or materials displayed on this website, provided that you retain all copyright and other notices and disclosures contained on the materials. You may not distribute, modify, transmit, reuse, report or use the content of this website for public or commercial purposes, including the text, images, and/or audio and video, without Barington's prior written permission. Any unauthorized use of any Intellectual Property would constitute a breach of these Terms of Use and may also constitute an infringement under applicable laws for which you would be liable.

This website may contain links to materials on other websites and/or other third party content. This is provided solely for your convenience and Barington does not review or monitor such third party websites linked from or to this website and does not make any representations or warranties with

respect to such third party websites and/or information. If you decide to access the linked third party website, or any materials contained on such website, you do so at your own risk. Barington shall not be responsible for any information, materials or services obtained on or from such other websites and will not be liable in any respect for any damages arising from your access of such websites. The inclusion of these links does not imply any endorsement, representation or warranty by Barington with respect to any such website or the content or services contained through such websites.

Miscellaneous

Barington's failure to exercise or enforce any right or provision of this Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found to be invalid, unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use represent and constitute the entire agreement between Barington and you relating to the subject matter discussed herein.

THESE TERMS OF USE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CHOICE OF LAW PROVISIONS. YOU AGREE THAT ANY DISPUTE OR ACTION AT LAW OR INEQUITY ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR YOUR USE OF THIS WEBSITE SHALL BE COMMENCED ONLY IN THE STATE OR FEDERAL COURTS LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK AND YOU HEREBY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSES OF ANY SUCH DISPUTE OR ACTION.