

MIAMIBEACH

PLANNING DEPARTMENT

1700 Convention Center Drive, Miami Beach, Florida 33139; Tel: 305.673.7550; Web: www.miamibeachfl.gov/planning

LAND USE BOARD HEARING APPLICATION

The following application is submitted for review and consideration of the project described herein by the land use board selected below. A separate application must be completed for each board reviewing the proposed project.

Application Information			
FILE NUMBER		Is the property the primary residence & homestead of the applicant/property owner? <input type="checkbox"/> Yes <input type="checkbox"/> No (if "Yes," provide office of the Property Appraiser Summary Report)	
Board of Adjustment <input type="checkbox"/> Variance from a provision of the Land Development Regulations <input type="checkbox"/> Appeal of an administrative decision		Design Review Board <input type="checkbox"/> Design review approval <input type="checkbox"/> Variance	
Planning Board <input type="checkbox"/> Conditional use permit <input type="checkbox"/> Lot split approval <input type="checkbox"/> Amendment to the Land Development Regulations or zoning map <input type="checkbox"/> Amendment to the Comprehensive Plan or future land use map		Historic Preservation Board <input type="checkbox"/> Certificate of Appropriateness for design <input type="checkbox"/> Certificate of Appropriateness for demolition <input type="checkbox"/> Historic district/site designation <input type="checkbox"/> Variance	
<input type="checkbox"/> Other:			
Property Information - Please attach Legal Description as "Exhibit A"			
ADDRESS OF PROPERTY			
FOLIO NUMBER(S)			
Property Owner Information			
PROPERTY OWNER NAME			
ADDRESS		CITY	STATE
BUSINESS PHONE		CELL PHONE	EMAIL ADDRESS
ADDRESS		CITY	STATE
BUSINESS PHONE		CELL PHONE	EMAIL ADDRESS
Applicant Information (if different than owner)			
APPLICANT NAME			
ADDRESS		CITY	STATE
BUSINESS PHONE		CELL PHONE	EMAIL ADDRESS
Summary of Request			
PROVIDE A BRIEF SCOPE OF REQUEST			

Project Information			
Is there an existing building(s) on the site?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the project include interior or exterior demolition?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Provide the total floor area of the new construction.			SQ. FT.
Provide the gross floor area of the new construction (including required parking and all usable area).			SQ. FT.
Party responsible for project design			
NAME		<input type="checkbox"/> Architect <input type="checkbox"/> Contractor <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Engineer <input type="checkbox"/> Tenant <input type="checkbox"/> Other _____	
ADDRESS		CITY	STATE ZIPCODE
BUSINESS PHONE	CELL PHONE	EMAIL ADDRESS	
Authorized Representative(s) Information (if applicable)			
NAME		<input type="checkbox"/> Attorney <input type="checkbox"/> Contact <input type="checkbox"/> Agent <input type="checkbox"/> Other _____	
ADDRESS		CITY	STATE ZIPCODE
BUSINESS PHONE	CELL PHONE	EMAIL ADDRESS	
NAME		<input type="checkbox"/> Attorney <input type="checkbox"/> Contact <input type="checkbox"/> Agent <input type="checkbox"/> Other _____	
ADDRESS		CITY	STATE ZIPCODE
BUSINESS PHONE	CELL PHONE	EMAIL ADDRESS	
NAME		<input type="checkbox"/> Attorney <input type="checkbox"/> Contact <input type="checkbox"/> Agent <input type="checkbox"/> Other _____	
ADDRESS		CITY	STATE ZIPCODE
BUSINESS PHONE	CELL PHONE	EMAIL ADDRESS	

Please note the following information:

- A separate disclosure of interest form must be submitted with this application if the applicant or owner is a corporation, partnership, limited partnership or trustee.
- All applicable affidavits must be completed and the property owner must complete and sign the "Power of Attorney" portion of the affidavit if they will not be present at the hearing, or if other persons are speaking on their behalf.
- To request this material in alternate format, sign language interpreter (five-day notice is required), information on access for persons with disabilities, and accommodation to review any document or participate in any City sponsored proceedings, call 305.604.2489 and select (1) for English or (2) for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Please read the following and acknowledge below:

- Applications for any board hearing(s) will not be accepted without payment of the required fees. All checks are to be made payable to the "City of Miami Beach".
- All disclosures must be submitted in CMB Application format and be consistent with CMB Code Sub-part A Section 2-482(c):
 - (c) If the lobbyist represents a corporation, partnership or trust, the chief officer, partner or beneficiary shall also be identified. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five percent or more ownership interest in such corporation, partnership, or trust.
- Public records notice – All documentation submitted for this application is considered a public record subject to Chapter 119 of the Florida Statutes and shall be disclosed upon request.
- In accordance with the requirements of Section 2-482 of the code of the City of Miami Beach, any individual or group that will be compensated to speak or refrain from speaking in favor or against an application being presented before any of the City's land use boards, shall fully disclose, prior to the public hearing, that they have been, or will be compensated. Such parties include: architects, engineers, landscape architects, contractors, or other persons responsible for project design, as well as authorized representatives attorneys or agents and contact persons who are representing or appearing on behalf of a third party; such individuals must register with the City Clerk prior to the hearing.
- In accordance with Section 118-31. – Disclosure Requirement. Each person or entity requesting approval, relief or other action from the Planning Board, Design Review Board, Historic Preservation Board or the Board of Adjustment shall disclose, at the commencement (or continuance) of the public hearing(s), any consideration provided or committed, directly or on its behalf, for an agreement to support or withhold objection to the requested approval, relief or action, excluding from this requirement consideration for legal or design professional service rendered or to be rendered. The disclosure shall: (I) be in writing, (II) indicate to whom the consideration has been provided or committed, (III) generally describe the nature of the consideration, and (IV) be read into the record by the requesting person or entity prior to submission to the secretary/clerk of the respective board. Upon determination by the applicable board that the forgoing disclosure requirement was not timely satisfied by the person or entity requesting approval, relief or other action as provided above, then (I) the application or order, as applicable, shall immediately be deemed null and void without further force or effect, and (II) no application form said person or entity for the subject property shall be reviewed or considered by the applicable board(s) until expiration of a period of one year after the nullification of the application or order. It shall be unlawful to employ any device, scheme or artifice to circumvent the disclosure requirements of this section and such circumvention shall be deemed a violation of the disclosure requirements of this section.
- When the applicable board reaches a decision a final order will be issued stating the board's decision and any conditions imposed therein. The final order will be recorded with the Miami-Dade Clerk of Courts. The original board order shall remain on file with the City of Miami Beach Planning Department. Under no circumstances will a building permit be issued by the City of Miami Beach without a copy of the recorded final order being included and made a part of the plans submitted for a building permit.

The aforementioned is acknowledged by:

Owner of the subject property Authorized representative



SIGNATURE

Charles Khabouth, as General Partner of Ultra Supper Club Miami LP

PRINT NAME

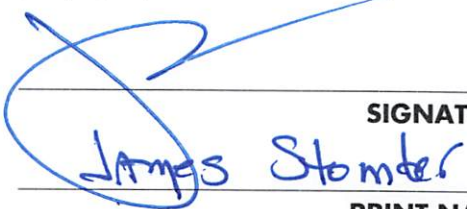
February 7, 2025

DATE SIGNED

- Applications for any board hearing(s) will not be accepted without payment of the required fees. All checks are to be made payable to the "City of Miami Beach".
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 - (c) If the lobbyist represents a corporation, partnership or trust, the chief officer, partner or beneficiary shall also be identified. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five percent or more ownership interest in such corporation, partnership, or trust.
- Public records notice – All documentation submitted for this application is considered a public record subject to Chapter 119 of the Florida Statutes and shall be disclosed upon request.
- In accordance with the requirements of Section 2-482 of the code of the City of Miami Beach, any individual or group that will be compensated to speak or refrain from speaking in favor or against an application being presented before any of the City's land use boards, shall fully disclose, prior to the public hearing, that they have been, or will be compensated. Such parties include: architects, engineers, landscape architects, contractors, or other persons responsible for project design, as well as authorized representatives attorneys or agents and contact persons who are representing or appearing on behalf of a third party; such individuals must register with the City Clerk prior to the hearing.
- In accordance with Section 118-31. – Disclosure Requirement. Each person or entity requesting approval, relief or other action from the Planning Board, Design Review Board, Historic Preservation Board or the Board of Adjustment shall disclose, at the commencement (or continuance) of the public hearing(s), any consideration provided or committed, directly or on its behalf, for an agreement to support or withhold objection to the requested approval, relief or action, excluding from this requirement consideration for legal or design professional service rendered or to be rendered. The disclosure shall: (I) be in writing, (II) indicate to whom the consideration has been provided or committed, (III) generally describe the nature of the consideration, and (IV) be read into the record by the requesting person or entity prior to submission to the secretary/clerk of the respective board. Upon determination by the applicable board that the forgoing disclosure requirement was not timely satisfied by the person or entity requesting approval, relief or other action as provided above, then (I) the application or order, as applicable, shall immediately be deemed null and void without further force or effect, and (II) no application form said person or entity for the subject property shall be reviewed or considered by the applicable board(s) until expiration of a period of one year after the nullification of the application or order. It shall be unlawful to employ any device, scheme or artifice to circumvent the disclosure requirements of this section and such circumvention shall be deemed a violation of the disclosure requirements of this section.
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The aforementioned is acknowledged by:

Owner of the subject property Authorized representative



SIGNATURE

PRINT NAME
February 13, 2025

DATE SIGNED

OWNER AFFIDAVIT FOR INDIVIDUAL OWNER

STATE OF _____

COUNTY OF _____

I, N/A, being first duly sworn, depose and certify as follows: (1) I am the owner of the property that is the subject of this application. (2) This application and all information submitted in support of this application, including sketches, data, and other supplementary materials, are true and correct to the best of my knowledge and belief. (3) I acknowledge and agree that, before this application may be publicly noticed and heard by a land development board, the application must be complete and all information submitted in support thereof must be accurate. (4) I also hereby authorize the City of Miami Beach to enter my property for the sole purpose of posting a Notice of Public Hearing on my property, as required by law. (5) I am responsible for remove this notice after the date of the hearing.

Sworn to and subscribed before me this _____ day of _____, 20____. The foregoing instrument was acknowledged before me by _____, who has produced _____ as identification and/or is personally known to me and who did/did not take an oath.

SIGNATURE

NOTARY SEAL OR STAMP

NOTARY PUBLIC

My Commission Expires: _____

PRINT NAME

ALTERNATE OWNER AFFIDAVIT FOR CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY

STATE OF PROVINCE OF ONTARIO, CANADA

COUNTY OF _____

I, Charles Khabouth being first duly sworn, depose and certify as follows: (1) I am the General Partner (print title) of Ultra Supper Club Miami LP (print name of corporate entity). (2) I am authorized to file this application on behalf of such entity. (3) This application and all information submitted in support of this application, including sketches, data, and other supplementary materials, are true and correct to the best of my knowledge and belief. (4) The corporate entity named herein is the owner of the property that is the subject of this application. (5) I acknowledge and agree that, before this application may be publicly noticed and heard by a land development board, the application must be complete and all information submitted in support thereof must be accurate. (6) I also hereby authorize the City of Miami Beach to enter my property for the sole purpose of posting a Notice of Public Hearing on my property, as required by law. (7) I am responsible for remove this notice after the date of the hearing.

SIGNATURE

Sworn to and subscribed before me this 7 day of February, 2025. The foregoing instrument was acknowledged before me by Charles Khabouth, as General Partner of Ultra Supper Club Miami LP, who has produced _____ as identification and/or is personally known to me and who did/did not take an oath.



STAMP

My Commission Expires: INDEFINITE

NOTARY PUBLIC
YAAKOV FIZILOVIC

OWNER AFFIDAVIT FOR INDIVIDUAL OWNER

STATE OF _____

COUNTY OF _____

I, N/A, being first duly sworn, depose and certify as follows: (1) I am the owner of the property that is the subject of this application. (2) This application and all information submitted in support of this application, including sketches, data, and other supplementary materials, are true and correct to the best of my knowledge and belief. (3) I acknowledge and agree that, before this application may be publicly noticed and heard by a land development board, the application must be complete and all information submitted in support thereof must be accurate. (4) I also hereby authorize the City of Miami Beach to enter my property for the sole purpose of posting a Notice of Public Hearing on my property, as required by law. (5) I am responsible for remove this notice after the date of the hearing.

SIGNATURE

Sworn to and subscribed before me this _____ day of _____, 20____. The foregoing instrument was acknowledged before me by _____, who has produced _____ as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP

NOTARY PUBLIC

My Commission Expires: _____

PRINT NAME

ALTERNATE OWNER AFFIDAVIT FOR CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY

STATE OF Florida

COUNTY OF Miami-Dade

I, James Stamber, being first duly sworn, depose and certify as follows: (1) I am the _____ (print title) of 1107 19B LLC (print name of corporate entity). (2) I am authorized to file this application on behalf of such entity. (3) This application and all information submitted in support of this application, including sketches, data, and other supplementary materials, are true and correct to the best of my knowledge and belief. (4) The corporate entity named herein is the owner of the property that is the subject of this application. (5) I acknowledge and agree that, before this application may be publicly noticed and heard by a land development board, the application must be complete and all information submitted in support thereof must be accurate. (6) I also hereby authorize the City of Miami Beach to enter my property for the sole purpose of posting a Notice of Public Hearing on my property, as required by law. (7) I am responsible for remove this notice after the date of the hearing.

SIGNATURE

Sworn to and subscribed before me this 11 day of February, 2025. The foregoing instrument was acknowledged before me by James Stamber, who has produced _____ as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP

NOTARY PUBLIC

My Commission Expires: 1/19/26



PAULA GARCIA-ARMENTER
Notary Public
State of Florida
Comm# HH217872
Expires 1/19/2026

[Handwritten Signature]

Paula Garcia-Armenter

PRINT NAME

POWER OF ATTORNEY AFFIDAVIT

STATE OF PROVINCE OF ONTARIO, CANADA

COUNTY OF _____

Charles Khabouth, as General Partner of Ultra Supper Club Miami LP

I, _____, being first duly sworn, depose and certify as follows: (1) I am the owner or representative of the owner of the real property that is the subject of this application. (2) I hereby authorize Monika Entin to be my representative before the Planning Board. (3) I also hereby authorize the City of Miami Beach to enter my property for the sole purpose of posting a Notice of Public Hearing on my property, as required by law. (4) I am responsible for remove this notice after the date of the hearing.

Charles Khabouth, as General Partner of Ultra Supper Club Miami LP

PRINT NAME (and Title, if applicable)

[Signature]

SIGNATURE

Sworn to and subscribed before me this 7 day of February, 2025. The foregoing instrument was acknowledged before me by Charles Khabouth, as General Partner of Ultra Supper Club Miami LP, who has produced _____ as identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP

[Signature]
NOTARY PUBLIC
YIANKOJ EIZICOVIK
PRINT NAME

Expires: INDEFINITE



CONTRACT FOR PURCHASE

If the applicant is not the owner of the property, but the applicant is a party to a contract to purchase the property, whether or not such contract is contingent on this application, the applicant shall list the names of the contract purchasers below, including any and all principal officers, stockholders, beneficiaries or partners. If any of the contact purchasers are corporations, partnerships, limited liability companies, trusts, or other corporate entities, the applicant shall further disclose the identity of the individuals(s) (natural persons) having the ultimate ownership interest in the entity. If any contingency clause or contract terms involve additional individuals, corporations, partnerships, limited liability companies, trusts, or other corporate entities, list all individuals and/or corporate entities.

N/A

NAME

DATE OF CONTRACT

NAME, ADDRESS AND OFFICE

% OF STOCK

NAME, ADDRESS AND OFFICE	% OF STOCK
_____	_____
_____	_____
_____	_____
_____	_____

In the event of any changes of ownership or changes in contracts for purchase, subsequent to the date that this application if

filed, but prior to the date of a final public hearing, the applicant shall file a supplemental disclosure of interest.

**DISCLOSURE OF INTEREST
CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY**

If the property that is the subject of the application is owned or leased by a corporation, partnership or limited liability company, list ALL of the owners, shareholders, partners, managers and/or members, and the percentage of ownership held by each. If the owners consist of one or more corporations, partnerships, trusts, partnerships or other corporate entities, the applicant shall further disclose the identity of the individual(s) (natural persons) having the ultimate ownership interest in the entity.

NAME OF CORPORATE ENTITY	
NAME AND ADDRESS	% OF OWNERSHIP

NAME OF CORPORATE ENTITY	
NAME AND ADDRESS	% OF OWNERSHIP

If there are additional corporate owners, list such owners, including corporate name and the name, address and percentage of ownership of each additional owner, on a separate page.

DISCLOSURE OF INTEREST
TRUSTEE

If the property that is the subject of the application is owned or leased by a trust, list any and all trustees and beneficiaries of the trust, and the percentage of interest held by each. If the owners consist of one or more corporations, partnerships, trusts, partnerships or other corporate entities, the applicant shall further disclose the identity of the individual(s) (natural persons) having the ultimate ownership interest in the entity.

TRUST NAME	
NAME AND ADDRESS	% INTEREST
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMPENSATED LOBBYIST

Pursuant to Section 2-482 of the Miami Beach City Code, all lobbyists shall, before engaging in any lobbying activities, register with the City Clerk. Please list below any and all persons or entities retained by the applicant to lobby City staff or any of the City's land development boards in support of this application.

NAME	ADDRESS	PHONE
<u>Monika Entin</u>	<u>7950 NW 53rd Street, Suite 337, Miami, Florida 33166</u>	<u>305-542-3445</u>
<u>Alyssa Kriplen</u>	<u>1251 SW 20th Street, Miami, Florida 33145</u>	<u>305-310-2602</u>
<u> </u>	<u> </u>	<u> </u>

Additional names can be placed on a separate page attached to this application.

APPLICANT HEREBY ACKNOWLEDGES AND AGREES THAT (1) AN APPROVAL GRANTED BY A LAND DEVELOPMENT BOARD OF THE CITY SHALL BE SUBJECT TO ANY AND ALL CONDITIONS IMPOSED BY SUCH BOARD AND BY ANY OTHER BOARD HAVING JURISDICTION, AND (2) APPLICANT'S PROJECT SHALL COMPLY WITH THE CODE OF THE CITY OF MIAMI BEACH AND ALL OTHER APPLICABLE CITY, STATE AND FEDERAL LAWS.

APPLICANT AFFIDAVIT

STATE OF PROVINCE OF ONTARIO, CANADA

COUNTY OF _____

I, Charles Khabouth, as General Partner of Ultra Supper Club Miami LP, being first duly sworn, depose and certify as follows: (1) I am the applicant or representative of the applicant. (2) This application and all information submitted in support of this application, including sketches, data, and other supplementary materials, are true and correct to the best of my knowledge and belief.

[Signature]
SIGNATURE

Sworn to and subscribed before me this 7 day of February, 2025. The foregoing instrument was acknowledged before me by Charles Khabouth, as General Partner of Ultra Supper Club Miami LP, who has produced identification and/or is personally known to me and who did/did not take an oath.

NOTARY SEAL OR STAMP

My Commission Expires: INDEFINITE



[Signature]
NOTARY PUBLIC
CHARKOV ERZICOVIC
PRINT NAME



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 02/05/2025

PROPERTY INFORMATION	
Folio	02-3234-004-0800
Property Address	1681 LENOX AVE MIAMI BEACH, FL 33139-2429
Owner	1107 19B LLC , C/O THE WITKOFF GROUP
Mailing Address	233 BROADWAY 2305 NEW YORK, NY 10279
Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	2111 RESTAURANT OR CAFETERIA : RETAIL OUTLET
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	14,952 Sq.Ft
Living Area	14,952 Sq.Ft
Adjusted Area	13,113 Sq.Ft
Lot Size	16,000 Sq.Ft
Year Built	2014



ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$6,400,000	\$6,400,000	\$6,400,000
Building Value	\$7,012,000	\$6,400,000	\$4,860,000
Extra Feature Value	\$0	\$0	\$0
Market Value	\$13,412,000	\$12,800,000	\$11,260,000
Assessed Value	\$13,412,000	\$12,386,000	\$11,260,000

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction		\$414,000	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

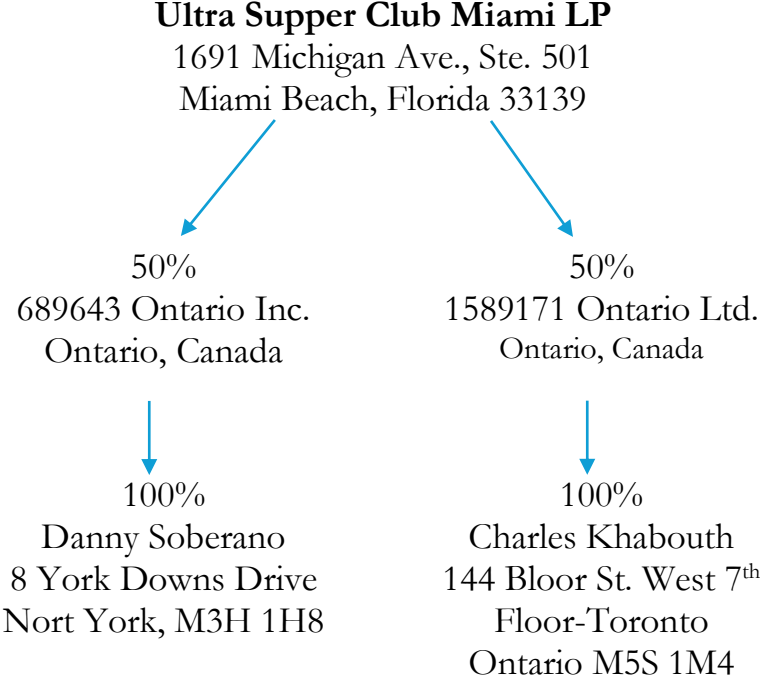
SHORT LEGAL DESCRIPTION
PALM VIEW SUB PB 6-29
LOTS 16 & 17 BLK 38 PER
UNITY OF TITLE DATED 11-17-67
LOT SIZE 100.000 X 160
OR 15880-0927 0493 5

TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$13,412,000	\$12,386,000	\$11,260,000
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$13,412,000	\$12,800,000	\$11,260,000
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$13,412,000	\$12,386,000	\$11,260,000
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$13,412,000	\$12,386,000	\$11,260,000

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
08/17/2021	\$15,350,000	32696-4581	Qual by exam of deed
09/01/2007	\$3,400,000	25964-4687	Sales which are qualified
03/01/1993	\$0	15880-0923	Sales which are disqualified as a result of examination of the deed
10/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidadecounty.com/info/disclaimer.asp>

CORPORATE DISCLOSURE



**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
1107 19B LLC**

This LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF 1107 19B LLC (the "Company"), is dated as of June 28, 2016 (this "Agreement"), by THE STEVEN WITKOFF 2012 FAMILY TRUST, as the sole member of the Company (the "Managing Member").

RECITALS:

WHEREAS, the Company was formed pursuant to the Delaware Limited Liability Company Law, as amended from time to time (the "Act"), and there has been filed a Certificate of Formation of the Company (the "Certificate of Formation") with the office of the Secretary of State of the State of Delaware; and

WHEREAS, the Managing Member desires to operate the Company as a limited liability company under the Act.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Managing Member agrees as follows:

1. Formation. The Certificate of Formation, the formation of the Company as a limited liability company under the Act, and all actions taken by any other person who executed and filed the Certificate of Formation are hereby adopted and ratified. The affairs of the Company and the conduct of its business shall be governed by the terms and subject to the conditions set forth in this Agreement, as amended from time to time. The Managing Member is hereby authorized and directed to file any necessary amendments to the Certificate of Formation of the Company in the office of the Secretary of State of the State of Delaware and such other documents as may be required or appropriate under the Act or the laws of any other jurisdiction in which the Company may conduct business or own property.
2. Name. The name of the limited liability company formed hereby is 1107 19B LLC.
3. Purpose. The purpose of the Company is:
 - i. own, develop, lease, manage, operate, finance and sell Unit 19B at the Ten Madison Square West Condominium located at 1107 Broadway, New York, New York, including, without limitation, such activities necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company; and
 - ii. 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 that are related or incidental to and necessary,

above-mentioned purposes.

4. Place of Business. The Company shall have its principal place of business at 40 West 57th Street, Suite 1620, New York, New York 10019 or at such other place or places in New York City as the Managing Member may, from time to time, select.

5. Registered Office. The address of its registered office in Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware, and such address may be changed from time to time by the Managing Member in its sole discretion.

6. Capital Accounts. An account shall be established in the Company's books for the Managing Member and transferee (each a "Capital Account") in accordance with the principles of Treasury Regulation Section 1.704-1(b)(2)(iv).

7. Percentage Interest and Allocations of Profits and Losses. The Managing Member's interest in the Company equals 100% (the "Percentage Interest"). The Company's profits and losses shall be allocated in accordance with the Percentage Interest of the Managing Member.

8. Additional Contributions. The Managing Member is not required to make any contribution of property or money to the Company.

9. Distributions. At the time determined by the Managing Member, the Managing Member shall cause the Company to distribute any cash held by it which is neither reasonably necessary for the operation of the Company nor in violation of the Act. All cash available for distribution shall be distributed to the Managing Member in accordance with the Percentage Interests.

10. Powers. The business of the Company shall be solely under the management of the Managing Member. The Managing Member shall have the right and authority to take all actions specifically enumerated in the Certificate of Formation or this Agreement or which the Managing Member otherwise deems necessary, useful or appropriate for the day-to-day management and conduct of the Company's business.

11. Compensation. The Managing Member shall not receive compensation for services rendered to the Company.

12. Term. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Managing Member, (b) the sale by the Company of all or substantially all of its property or (c) an event of dissolution of the Company under the Act.

13. Assignments. The Managing Member may at any time directly or indirectly sell, transfer, assign, hypothecate, pledge or otherwise dispose of or encumber all or any part of its interest in the Company (including, without limitation, any right to receive distributions or allocations in respect of such interest and whether voluntarily, involuntarily or by operation of law).

14. Limited Liability. The Managing Member shall have no liability for the obligations of the Company except to the extent provided in the Act.

15. Additional Members. Additional Members can only be admitted to the Company upon the consent of the Managing Member, which consent may be evidenced by, among other things, the execution of an amendment to this Agreement.

16. Management. The business and affairs of the Company shall be conducted solely and exclusively by the Managing Member, as provided herein. The Managing Member shall have all rights and powers on behalf and in the name of the Company to perform all acts necessary and desirable to the objects and purposes of the Company. All determinations, decisions and actions made or taken by the Managing Member (or its designee(s)) shall be conclusive and binding upon the Company. The Managing Member may execute and deliver contracts and agreements on behalf of the Company in furtherance of the foregoing. Third parties may conclusively rely upon the act of the Managing Member as evidence of the authority of the Managing Member for all purposes in respect of their dealings with the Company. The Managing Member may appoint authorized representatives of the Company who shall act with full authority of the Managing Member. James Stomber and Scott Alper are appointed authorized representation.

17. Amendments. This Agreement may be amended only in a writing signed by each Member.

18. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware.

19. Counterparts. Any number of counterparts of this Agreement may be executed. Each counterpart will be deemed to be an original instrument and all counterparts taken together will constitute one agreement.

20. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal. The parties shall nevertheless negotiate in good faith in order to agree to the terms of a mutually satisfactory provision consistent with their intentions in executing and delivering this Agreement to be substituted for the provision which is invalid, unenforceable or illegal.

21. Notices. To be effective, unless otherwise specified in this Agreement, all notices and demands, consents and other communications under this Agreement must be in writing and must be given (a) by depositing the same in the United States mail, postage prepaid, certified or registered, return receipt requested, (b) by delivering the same in person and receiving a signed receipt therefore or (c) by sending the same by a nationally recognized overnight delivery service. For purposes of notices, demands, consents and other communications under this Agreement, the address of the Managing Member shall be as set forth on the signature page to this Agreement and the address of the Company shall be as set forth in Section 4 hereof. Notices, demands, consents and other communications mailed in accordance with the foregoing clause (a) shall be deemed to have been given and made three (3) business days following the date so mailed. Notices, demands, consents and other communications given in accordance with the foregoing clauses (b) and (c) shall be deemed to have been given when delivered or refused. The Managing Member or its

consents and other communications given in accordance with the foregoing clauses (b) and (c) shall be deemed to have been given when delivered or refused. The Managing Member or its assignee may designate a different address to which notices or demands shall thereafter be directed and such designation shall be made by written notice given in the manner hereinabove required.

IN WITNESS WHEREOF, the undersigned has duly executed this Operating Agreement of 1107 19B LLC as of the date first written above.

THE STEVEN WITKOFF 2012 FAMILY TRUST

By: 
Robert Witkoff
Trustee