

OPERATING AGREEMENT

OF

458 CLIFTON LLC

This Operating Agreement (this "Agreement") of 458 CLIFTON LLC (the "Company") is entered into as of the 10th day of June, 2019, by MAGDY WAHBA ("Magdy"), as the sole member (the "Member") of the Company.

WHEREAS, the Company was formed on June 10, 2019, upon the filing of its Certificate of Formation with the New Jersey State Treasurer; and

The Company caused an authorized person (within the meaning of the Act) to deliver and file the Certificate of Formation with the New Jersey State Treasurer, in the standard form generally accepted by the State of New Jersey. Upon the filing of the Certificate of Formation with the New Jersey State Treasurer, the powers of the authorized person ceased and the Member (herein defined) thereafter is designated as the authorized person within the meaning of the Act.

WHEREAS, the Member desires to adopt an operating agreement containing provisions relating to the business of the Company, the conduct of its affairs and the rights, powers, preferences, limitations and responsibilities of its member.

NOW, THEREFORE, the Member does hereby adopt this operating agreement as contemplated by the New Jersey Uniform Revised Limited Liability Company Act, N.J.S.A.42:2C et seq., as amended from time to time (the "Statutes"), by the filing of a Certificate of Formation with the Treasurer, State of New Jersey.

1. Name. The name of the limited liability company governed hereby is 458 CLIFTON LLC.

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, taking any action and engaging in any lawful act or activity for which limited liability companies may be formed under the Law, and to enter into any contracts or commitments, assume any obligation, execute any documents, and do any and all other acts and things which may be necessary, incidental or convenient to carry on the business of the Company.

3. Registered Office. The address of the registered office of the Company in the State of New Jersey is 306 Upper Mountain Road, Montclair, New Jersey 07043.

4. Registered Agent. The name of the registered agent of the Company for service of process on the Company in the State of New Jersey is Magdy Wahba.

5. Member. The name of the sole Member is as set forth above in the preamble to this Agreement. The Member owns the membership interests in the percentages set forth on Exhibit A attached hereto.

6. Management. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts (including the signing of any documents on behalf of the Company) necessary or convenient to or in furtherance of the purposes of the Company described herein, including, without limitation, (i) to mortgage, pledge, hypothecate or assign any or all of the assets of the Company, (ii) to incur debt on behalf of the Company, (iii) to acquire or sell any assets of the Company, (iv) to provide indemnities or guaranties in the name and on behalf of the Company, (v) to enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Company, necessary to, in connection with, convenient to or incidental to the accomplishment of the purposes of the Company, and (vi) to take any and all other actions deemed by the Member to be necessary, desirable, convenient or incidental for the furtherance of the objects and purposes of the Company, and the Member shall have and may exercise on behalf of the Company all of the powers and rights conferred upon a limited liability company formed pursuant to the Law. The Initial Member shall be Magdy Wahba.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member, (b) the withdrawal, bankruptcy or dissolution of the Member or the occurrence of any other event which terminates the continued membership of the Member in the Company, or (c) the entry of a decree of judicial dissolution under the Law.

8. Admission and Capital Contributions. The Member is hereby deemed admitted as the Member of the Company as of the effective date of the Company's initial Certificate of Formation. The Member has made his capital contribution to the Company.

9. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may, in his sole discretion, make additional capital contributions to the Company.

10. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

11. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

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

13. Limited Liability. Except as otherwise provided by the Law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

14. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of New Jersey, all rights and remedies being governed by said laws, without regard to principles of conflict of law.

15. Treatment for Tax Purposes. The Company shall be taxed as the Member elects.

16. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

17. Indemnification of Indemnified Persons. To the fullest extent permitted by applicable law, in the event that the Member, any manager, or any of their direct or indirect partners, members, managers, trustees, directors, officers, shareholders, employees, incorporators, agents, Affiliates or controlling persons (collectively, the "Indemnified Persons"; each, an "Indemnified Person"), becomes involved, in any capacity, in any threatened, pending or completed action, proceeding or investigation, in connection with any matter arising out of or relating to the Company's business or affairs, the Company will periodically reimburse such Indemnified Person for its legal and other expenses (including the cost of any investigation and preparation) incurred in connection therewith, provided that such Indemnified Person shall promptly repay to the Company the amount of any such reimbursed expenses paid to such Indemnified Person if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company in connection with such action, proceeding or investigation as provided in the exception contained in the next succeeding sentence. To the fullest extent permitted under the law of the State of New Jersey as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment), the Company also will indemnify and hold harmless each Indemnified Person against any losses, claims, damages, liabilities, obligations, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever (collectively, "Costs"), to which such Indemnified Person may become subject in connection with any matter arising out of or in connection with the Company's business or affairs, except to the extent that any such Costs result solely from the willful misfeasance or gross negligence of such Indemnified Person. If for any reason (other than the willful misfeasance or bad faith of such Indemnified Person) the foregoing indemnification is unavailable to such Indemnified Person, or insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such Costs in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and such Indemnified Person on the other hand but also the relative fault of the Company and such Indemnified Person, as well as any relevant equitable considerations. The reimbursement, indemnity and contribution obligations of the Company under this Section 17 shall be in addition to any liability which the Company may otherwise have to any Indemnified Person and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company and any Indemnified Person. The reimbursement, indemnity and contribution obligations of the Company under this Section 17 shall be limited to the Company's assets, and no member or manager shall have any personal liability on account thereof. Any amendment or repeal of this Section 17 shall not adversely affect any right or protection existing hereunder immediately prior to such amendment or repeal. The foregoing provisions shall survive any termination of this Agreement.

18. Exculpation. Notwithstanding any other terms of this Agreement, whether express or implied, or obligation or duty at law or in equity, no Indemnified Person shall be

liable to the Company or any member or manager for any act or omission (in relation to the Company, this Agreement, any related document or any transaction contemplated hereby or thereby) taken or omitted by an Indemnified Person in the belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Indemnified Person by this Agreement, provided that such act or omission does not constitute willful misfeasance or gross negligence of such Indemnified Person.

19. Execution. This Agreement may be signed by “pdf” or facsimile.

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IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Operating Agreement of **458 CLIFTON LLC** as of the date first above written.

SOLE MEMBER:



Magdy Wahba

Exhibit A

Membership Interests

Member Name	Membership Interest (expressed as a percentage of total Membership Interests)
Magdy Wahba	100%