

LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

OF

THE OAK TEXAS MTLV LLC

OPERATING AGREEMENT

This OPERATING AGREEMENT (Agreement) is entered into as of this 12 day of August, 2021, by and among the Company, the Management, and each of the individuals and entities listed on EXHIBIT A annexed hereto and made apart hereof as members (each a "Member" and collectively, the "Members.")

WHEREAS, this agreement does not contain any provisions inconsistent with the Articles of Organization of this Company, and

WHEREAS, the members wish to set forth provisions relating to the business of this limited liability company, the conduct of its affairs and the rights, powers, preferences, limitations or responsibilities of its members, managers, employees, or agents, as the case may be.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

ARTICLE I DEFINITIONS

Word and phrases set forth within this Agreement which relate to the business of this limited liability company or the conduct of its affairs or the rights, powers, preferences, limitations or responsibilities of its members, managers, employees, or agents, as the case may be, or to any matter which this limited liability company is required or has done under mandate of law or the fulfillment of this Agreement, shall be defined as it has been defined in the Florida Limited Liability Company Law or in other applicable statutes or rulings.

ARTICLE II FORMATION

The undersigned have authorized the formation of this limited liability company by an organizer who prepared, executed and filed with the Florida Secretary of State, the Articles of Organization pursuant to the Florida Limited Liability Company law, on the 12 day of August, 2021.

The name of this Limited Liability Company is **THE OAK TEXAS MTLV LLC**.

The Company is formed for any lawful business purpose and shall have all the powers set forth in Florida Limited Liability Company Law.

The principal place of business of this Company shall be located at: 11700 NW 29TH PLACE SUNRISE, State of Florida.

ARTICLE III

MEMBERS/MANAGERS

Unless specifically set forth otherwise in the Article of Organization or by amendment thereto, management of this Company shall be vested in the MANAGING MEMBER, MIAMI TLV LLC by Mr. Yaron Shiponi, who shall be subject to all of the rights, duties, privileges and liabilities of managers, as set forth in the Florida Limited Liability Company Law and this Agreement. Such members' names and addresses shall be set forth in the Books and Records of this Company. None of the Managing Members shall act through a proxy or be entitled to donate their powers to third parties. In the event of the death, incapacitation or resignation of a Managing Member, the company shall act in accordance with sections 11.7 in MIAMI TLV Investor's Agreement attached hereto.

The Managing Member of the Company, (and Yaron Shiponi, ID 065675571, as its representative) is the representative of the Company and it duly authorized to sign any document and/or decision on behalf of the Company.

This Company shall keep books and records pursuant to the Florida Limited Liability Company Law, either in written form or in other than written form if easily converted into such written form within a reasonable time. Such books and records shall be maintained on a cash basis pursuant to this Agreement, and the Accounting Year of this Company shall end on December 31. The Company shall keep copies of all bills, invoices and receipts from third parties and copies of all checks and other evidence of payment for such items .

No member shall be personally liable for any debts, obligations or liabilities of this Company or of any other member, solely by reason of his being a member of this Company, whether such debt arose in contract, tort or otherwise. However, such member shall be personally liable for the payment of his capital contribution or for any other matter which may be set forth in this Agreement. A member shall have the option to waive such limitation of liability pursuant Florida Limited Liability Company law and may be legally liable pursuant to other applicable law in his capacity as a member.

ARTICLE IV

CAPITAL CONTRIBUTIONS

The Members shall make an initial capital contribution to the Company as outlined in the EXHIBIT A attached hereto.

ARTICLE V

ISSUANCE OF CERTIFICATES

The member certificates (certificate holdings) shall be issued as outlined in the EXHIBIT A attached hereto.

ARTICLE VI
PURPOSE OF COMPANY

The COMPANY'S sole purpose is to manage the real property as outlined in the MIAMI TLV Investor's Agreement attached hereto.

ARTICLE VII
ACQUISITION AND FUNDING

THE Members agree that the COMPANY shall use the Capital Contributions for the acquisition, renovation and operation of the Project as outlined in the MIAMI TLV Investor's Agreement attached hereto.

ARTICLE VIII
DISTRIBUTIONS

All Members agree that the distributions shall be distributed as outlined in the MIAMI TLV Investor's Agreement attached hereto.

ARTICLE IX
CERTIFICATE TRANSFERS

No Member shall transfer their Membership Certificates to a third party unless as outlined in the MIAMI TLV Investor's Agreement attached hereto

ARTICLE X
MEETINGS

This Company shall hold its annual meeting of members as outlined in the MIAMI TLV Investor's Agreement attached hereto. If no meetings are held, the Managing Member shall send to the Investors a quarterly report of expenditures, progress of the development of the Project, including photos.

ARTICLE XII
MANAGEMENT OF THE PROJECT

The project shall be managed as outlined in the MIAMI TLV Investor's Agreement attached hereto.

ARTICLE XIII
SALE OF THE PREMISES

The Premises may be sold as outlined in the MIAMI TLV Investor's Agreement attached hereto.

ARTICLE XIV
MONEY MATTERS

Money Matters shall be guided as outlined in the MIAMI TLV Investor's Agreement attached hereto.

ARTICLE XV
DISSOLUTION

This Company shall be dissolved as outlined in the MIAMI TLV Investor's Agreement attached hereto.

ARTICLE XVI
GENERAL CONSTRUCTION

When the masculine gender is used in this Agreement and when required by the context, the same shall include the feminine and neuter genders and vice versa.

No failure of a member to exercise and no delay by a member in exercising any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a member of any such right or remedy under this Agreement shall be effective unless made in writing duly executed by all members and specifically referring to each such right or remedy being waived.

This Agreement and MIAMI TLV Investor's Agreement contains the entire agreement among the members with respect to the operation of this Company, and supersedes each and every course of conduct previously pursued or consented to and each and every oral agreement and representation previously made by the members with respect thereto, whether or not relied or acted upon. No amendment of this Agreement shall be effective unless made in writing duly executed by all members and specifically referring to each provision of his Agreement being amended. No course of conduct or performance subsequently pursued or acquiesced in and no oral agreement or representations subsequently made, by the members, whether or not relied or acted upon, shall amend this Agreement or impair or otherwise affect any member's obligations, rights or remedies pursuant to this Agreement .

Any notice, demand or other communication required or permitted to be given pursuant to this Agreement or under the Florida Limited Liability Company Act shall have been sufficiently given for all purposes, if given pursuant to the provision of this Agreement or as set forth in the Florida Limited Liability Company Act, as the case may be.

All members acknowledge that this Agreement was prepared as an accommodation to the members and each member has been advised that they should seek independent counsel and accountants to review same to determine if this Agreement is in their best interests and reflects their understanding and protects their goals. Each member acknowledges having done so and after independent review agrees to execute this document.

This Agreement may be executed in multiple original counterparts which counterparts may be transmitted by facsimile and email in portable document format (PDF), and any counterpart so transmitted shall, for purposes hereof, be deemed to be an original and when taken together with other counterparts shall collectively be deemed to be one and the same original fully-executed copy of this Agreement.


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By _____ :
Member



ACKNOWLEDGED AND AGREED TO :

DocuSigned by:
Yaron
By _____ :
MIAMI TLV LLC, Managing Member

By  :
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Member

ACKNOWLEDGED AND AGREED TO :

By  :
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MIAMI TLV LLC, Managing Member



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By _____ :
Member

ACKNOWLEDGED AND AGREED TO :

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Yaron Shiponi
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By _____ :
MIAMI TLV LLC, Managing Member

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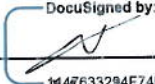
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Member

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MIAMI TLV LLC, Managing Member

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Viviane

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Member

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By  :
MIAMI TLV LLC, Managing Member

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Yair Dadon
By _____ :
Member

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Yaron
By _____ :
MIAMI TLV LLC, Managing Member



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MIAMI TLV LLC, Managing Member

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By _____ :
MIAMI TLV LLC, Managing Member

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By YC :
Member

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By Yaron :
MIAMI TLV LLC, Managing Member

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Member

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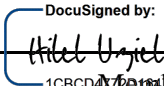
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MIAMI TLV LLC, Managing Member




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Member

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Yaron Shiponi
By _____ :
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MIAMI TLV LLC, Managing Member

By  :
Member

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By  :
MIAMI TLV LLC, Managing Member

By illi Eisenberg :
-- Member

d/c

ACKNOWLEDGED AND AGREED TO :

By  :
MIAMI TLV LLC, Managing Member

By _____ (MIA/TLV) :
____ Member

ACKNOWLEDGED AND AGREED TO :

By _____ :
MIAMI TLV LLC, Managing Member

EXHIBIT A

<u>Name</u>	<u>Initial Capital Contribution</u>	<u>Membership Interest</u>
Yakov Crammer	\$100,000	8.59%
Amir Baruch	\$100,000	8.59%
Shlomo Cohen	\$50,000	4.29%
Viviane Hazan	\$75,000	6.44%
Yaish Dadon	\$50,000	4.29%
Noam Gabay	\$75,000	6.44%
Nir Saar	\$50,000	4.29%
Illi Eisenberg	\$100,000	8.59%
Erez Theodorou	\$100,000	8.59%
Shaul Ravid	\$100,000	8.59%
Amit Friedman	\$100,000	8.59%
Amit Afriat	\$60,000	5.15%
Uri Bar	\$100,000	8.59%
Etai Angel	\$75,000	6.44%
Hillel Uziel	\$29,289	2.52%
TOTAL	\$1,164,289	100.00%