

**MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT**

**THIS MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT** (this "**Agreement**") is made as of June 27, 2019, (the "**Effective Date**"), by and among **H** **A QUEENS LONG ISLAND CITY LLC**, a Florida limited liability company with an address at Granit Street 11, Petach Tikva, Israel 4951410 (the "**Seller**"), and **NTURE CAPITAL GROUP LLC**, a New York limited liability company with an address at 362 Linden Place, West Hempstead, New York 11552 (the "**Purchaser**" and, together with Seller, collectively, the "**Parties**").

**W I T N E S S E T H :**

**WHEREAS**, the Seller and **AVE MEMBERS LLC**, a New York limited liability company ("**37 Ave Members**") are parties to that certain Operating Agreement of 25-16 **MEZZ LLC**, a New York limited liability company (the "**Company**") dated as of May 14, 2019 among the Seller and Purchaser (the "**Operating Agreement**");

**WHEREAS**, the Company is the sole member of 25-16 37 AVE OWNERS LLC, a New York limited liability company (the "**Owner Company**");

**WHEREAS**, as of the Effective Date, Seller is the record and beneficial owner of Forty Nine and 98/100 percent (49.98%) of the membership interests in the Company, and 37 Ave Members is the record and beneficial owner of Fifty and 02/100 percent (50.02%) of the membership interests in the Company;

**WHEREAS**, the Owner Company owns fee simple title to the land and improvements located consisting of two parcels of real property know as 25-12 37<sup>th</sup> Ave. and 25-16 37<sup>th</sup> Ave. Long Island City, New York, New York (the "**Premises**"), and all tangible and intangible personal property if any, as may be located at, or in the case of intangible personal property, be associated with, the Premises and owned by the Owner Company and any company bank accounts or other cash equivalents, as its sole assets; and

**WHEREAS**, the Seller desires to sell and transfer to the Purchaser, and the Purchaser desires to purchase and acquire from the Seller, one hundred percent (100%) of the Seller's Interest (i.e., Forty Nine and 98/100 percent (49.98%) of Seller's membership interests in the Company (the "**Interest**")), upon the terms, conditions and provisions herein set forth.

**NOW, THEREFORE**, in consideration of the premises and of the respective representations, warranties and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1**  
**PURCHASE AND SALE OF THE INTEREST**

Section 1.1. Purchase and Sale of the Interest. Subject to all of the terms and conditions hereof, the Seller hereby agrees to sell, transfer, assign and deliver to the Purchaser on the Closing Date (as such term is defined in Section 3.1 hereof), and the Purchaser hereby agrees