

ASSIGNMENT OF PARTNERSHIP INTEREST IN KERRA PULASKI LP

THIS ASSIGNMENT (the "Assignment") is made and entered into as of July 13, 2017 by and between Eliav Kling, Revital Kling (the "Assignors"), and Ohad Kaufman (the "Assignee") with the consent of all partners (Eliav Kling, Revital Kling, KERRA Investments Inc.).

WITNESSETH:

WHEREAS, the assignors own: Eliav Kling – 49.99% and Revital Kling – 50% partnership interest in KERRA Pulaski LP, an Illinois Limited Partnership and under the law of the state of Illinois and pursuant to that certain Illinois Limited Partnership Act and in accordance with the Agreement of Partnership for KERRA Pulaski LP, effective as of June 26th, 2017, (the "Agreement of Partnership"), which partnership interest is evidenced by Exhibit A to Agreement of Partnership (initial capital contribution and Partner interest);

WHEREAS, the Assignors desire to transfer 9% each (total of 18%) of their rights, title and interest in and to Ohad Kaufman (the interest to be transferred, the "Interest") to the Assignee;

WHEREAS, KERRA Pulaski LP, is the fee simple owner of certain real property in the County of Cook, State of Illinois, commonly known as 10769 South Pulaski Road, Chicago IL, together with all the buildings, structured, improvements, machinery, fixtures, and equipment affixed or attached to such real property and all easements and rights appurtenant to such real property.

NOW THEREOF, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the assignor and the assignee agree as follows:

1. The recitals hereto are true and correct.
2. The assignors hereby, convey, assign and transfer their right, title and interest in and to the Interest to the assignee, free and clear of all liens, rights or claim of others, to have and to hold the interest unto Assignee, and the legal representatives, successors and assigns of Assignee forever.
3. This Assignment will be construed in accordance with, and be governed by, the law of the State of Illinois and the agreement of Partnership.
4. The Assignee hereby assumes the position of the partner of a total of 18% interest in KERRA Pulaski LP from and after the date hereof.
5. The Assignee hereby shall pay each assignor Ten Thousand Dollars (\$10,000) for this assignment.
6. This Assignment may be executed in counterparts, including facsimile counterparts, each of which will be deemed to be an original and all of which are one and the same assignment, but all of which shall together constitute one and the same instrument.
7. "Managing Partner" means KERRA Investments Inc., "Managing Partner" shall also mean the personal or legal representative of the last surviving Partner. KERRA Real Estate

Consulting LTD is appointed as exclusive provider of all management services. The services provide by KERRA Real Estate Consulting LTD are described hereto in Exhibit B. KERRA Real Estate Consulting LTD shall be paid as compensation for same 30% of all ongoing net proceeds from monthly revenue, and 30% of all net proceeds in the event of sale, and 30% of any distributions pursuant to a cash-out refinancing. Said compensation to be deducted as an expense prior to distribution to all partners in accordance with their respective percent interests. In order to designate or appoint a new Managing Partner, or designate another provider of management services, prorata 75% Partner Interest Vote is required.

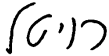
Assignment:

Assignor:



Eliav Kling

Assignor:



Revital Kling

Acceptance of Assignment:

Assignee:



Ohad Kaufman

Consent to transfer of Partnership interest:

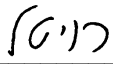
All partners of KERRA Pulaski LP, pursuant to the partnership agreement hereby unanimously consent to the transfer of Eliav Kling 9% partnership interest and Revital Kling 9% partnership interest in KERRA Pulaski LP to Ohad Kaufman.

All partners acknowledge that the conditions precedent in section 13.01 a-d of the Agreement of Partnership regarding issuance of partnership interest have been fulfilled and are fully satisfied.

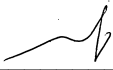
All Partners acknowledge same and consent to assignment by their signature below:



Eliav Kling



Revital Kling



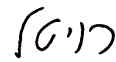
KERRA Investments Inc.

Revised Effective: July 13, , 2017

Partners and Managing Partners:


KERRA Investments Inc. – Managing Partner


Eliav Kling - LP


Revital Kling - LP


Ohad Kaufman - LP

EXHIBIT A
PARTNER INFORMATION

		Capital Contributions	Percent Ownership
Name:	KERRA Investments Inc.	\$8	0.01%
Address:	424 E Central, Suite 512 Orlando FL USA		
Name:	Eliav Kling	\$46,242	40.99%
Address:	112 Thornhill Ravines Cres., Maple Ontario Canada L 6A 4J8		
Name:	Revital Kling	\$46,250	41%
	112 Thornhill Ravines Cres., Maple Ontario Canada L 6A 4J8		
Name:	Ohad Kaufman	\$20,000	18%
	Calle Alberta 1930, Colomos Providencia Apartment #301 44620 Guadalajara, Jalisco, Mexico		
Totals:		\$112,500	100%

TITLE	Assignment of Partnership Interest - Pulaski
FILE NAME	Assignment of par...RA Pulaski LP.pdf
DOCUMENT ID	f8984e7e6c4676a758d4259b2d2268ae4a167dc6
STATUS	● Completed

Document History

 SENT	01/09/2018 05:08:13 UTC	Sent for signature to Eliav Kling (acquisitions@kerra-investments.com), Revital Kling (revital.kling@kerra-investments.com) and Ohad Kaufman (ohad.kaufman@gmail.com) IP: 72.141.157.27
 VIEWED	01/10/2018 00:38:12 UTC	Viewed by Ohad Kaufman (ohad.kaufman@gmail.com) IP: 201.163.104.243
 SIGNED	01/10/2018 01:02:27 UTC	Signed by Ohad Kaufman (ohad.kaufman@gmail.com) IP: 201.163.104.243
 VIEWED	01/10/2018 03:19:31 UTC	Viewed by Revital Kling (revital.kling@kerra-investments.com) IP: 72.141.157.27
 SIGNED	01/10/2018 03:34:32 UTC	Signed by Revital Kling (revital.kling@kerra-investments.com) IP: 72.141.157.27

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01/10/2018
04:04:04 UTC

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IP: 72.141.157.27



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04:04:33 UTC

The document has been completed.