

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

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ELDAN-TECH, INC., in the right and name : Index No. _____/10
of OCELOT PORTFOLIO HOLDINGS, LLC, :

Plaintiff, :

-against- : **SUMMONS**

OCELOT CAPITAL MANAGEMENT, LLC, : Plaintiff designates
Defendant, : New York County as the
-and- : place of trial

OCELOT PORTFOLIO HOLDINGS, LLC, :
Nominal Defendant. :

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TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on plaintiff's attorney within twenty (20) days after service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

The basis of the venue is the principal place of business.

Dated: New York, New York
July 27, 2010

KROL & O'CONNOR
Attorneys for Plaintiff
320 West 81st Street
New York, New York 10024
(212) 595-8009
By: _____/s/
Igor Krol

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

-----X
ELDAN-TECH, INC., in the right and name : Index No. _____/10
of OCELOT PORTFOLIO HOLDINGS, LLC, :

Plaintiff, :

-against- : **VERIFIED COMPLAINT**

OCELOT CAPITAL MANAGEMENT, LLC, :

Defendant, :

-and- :

OCELOT PORTFOLIO HOLDINGS, LLC, :

Nominal Defendant. :
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Plaintiff Eldan-Tech, Inc. ("Eldan") - a subsidiary of Eldan-Tech Ltd., an Israeli publicly held company, and a holder of 80% membership interest in Ocelot Portfolio Holdings, LLC ("Portfolio") - by its attorneys, Krol & O'Connor, does hereby, in the name and right of Portfolio, allege, upon information and belief, as follows:

BACKGROUND

1. Rachel Arfa, a member of the New York State Bar, is an individual residing at 240 Riverside Boulevard, Apt. E15, New York, New York 10069 ("Arfa"). In 2005 Arfa induced Eldan-Tech Ltd to invest into Bronx real estate.

2. In 2006 Arfa formed Portfolio to hold 100% of membership interests in a group of limited liability companies, OCG-I through OCG-VIII. Arfa formed these OCG's to hold Bronx residential real estate acquired with Eldan-Tech, Ltd's funds and occupied primarily by rent-regulated tenants. Eldan-Tech Ltd lost substantial amount of money by investing in the Bronx real estate.

3. Arfa formed Ocelot Capital Management LLC, a New York limited liability company, to manage Portfolio ("Ocelot"); Arfa and her husband Alexander Shpigel own Ocelot and hold - through Ocelot Realty LLC - 20% of the membership interests in Portfolio. At all relevant times Arfa was a director of Eldan-Tech, Inc.

4. Isaac Hershkovitz, an individual with an office at 713 Bedford Avenue, Suite 3, Brooklyn, New York 11206, bought 100% of the membership interest in OCG-VI from Portfolio in February 2009.

5. On or about February 10, 2009, Arfa, in her capacity as the sole officer and director of Eldan-Tech, Inc., caused Portfolio to sell - without the consent of Eldan-Tech Ltd., and in the face of its express instruction not to close - its 100% membership interest in OCG-VI to Hershkovitz for, in essence, his promissory note in the amount of \$350,000 payable to Portfolio, with interest thereon at 6%, on or before August 10, 2009.

6. Arfa carried what she claims to be the original promissory note in the amount of \$350,000 (the "Note") home with her and, unbeknownst to Eldan and Eldan-Tech Ltd., pocketed the proceeds by assigning the Note to Ocelot on February 11, 2009; in essence, she paid herself by executing the assignment for both Portfolio and Ocelot.

7. In October 2009 Ocelot sued Hershkovitz on the Note and in July 2010 recovered a judgment in favor of Ocelot and against Hershkovitz in the amount of \$388,293.52 (the "Judgment").

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST OCELOT
(Constructive Trust)**

8. Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1 - 7 as if fully set forth herein.

9. Ocelot, the manager of Portfolio, owed Portfolio the duty (i) to administer Portfolio's affairs skillfully, diligently, carefully and honestly, (ii) to act solely in Portfolio's interests and those of its members, and not in Ocelot's, own interest, (iii) to safeguard and protect Portfolio's property and (iv) to perform all of its duties faithfully and diligently.

10. Instead, Ocelot pocketed Portfolio's property, i.e., the Note, without consideration, stripped Portfolio of the entire sale proceeds of the 100% membership interest in OCG-VI, sued Hershkovitz on the Note, obtained the Judgment against Hershkovitz and is about to collect thereon and dissipate the proceeds thereof.

11. Ocelot has thereby and unjustly enriched itself at the expense of Portfolio.

12. The assets of Ocelot ought to be, in equity and good conscience, impressed with a trust in the amount of the Judgment, in favor of Portfolio, **before** Ocelot disposes of such assets, and Ocelot ought to be compelled to assign and transfer to Portfolio the amount collected and to be collected by Ocelot from Hershkovitz in connection with the sale by Portfolio of the 100% membership interests in OCG-VI, and to account to Portfolio.

13. Portfolio has no adequate remedy at law.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST OCELOT
(Conversion)**

14. Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1 - 7 and 9 - 13 as if fully set forth herein.

15. Ocelot arranged for the sale by Portfolio of the 100% membership interest in OCG-VI to Hershkovitz and, hence, knew that the

entire proceeds of the sale, including the Note in the amount of \$350,000, belong to Portfolio, and not to Ocelot.

16. Ocelot knowingly and intentionally converted the Note to its own benefit without consideration to Portfolio's detriment.

17. Ocelot is thus liable to Portfolio for damages sustained by Portfolio by reason of Ocelot's conversion of the sale proceeds, supra, in an amount to be proven at trial, but in no event less than \$388,293.52, plus legal fees, costs and disbursements.

WHEREFORE plaintiff demands judgment in its favor as follows:

(A) impressing Ocelot's assets with a trust in the amount of the Judgment, in favor of Portfolio, permanently enjoining Ocelot from dissipating, assigning, transferring, or otherwise disposing of all amounts recovered by Ocelot on account of the Judgment and declaring such assets to be the property of Portfolio;

(B) ordering Ocelot to account for its misconduct in the mismanagement and conversion of Portfolio's property;

(C) declaring Ocelot liable to Portfolio in the amount of the Judgment, supra;

(D) ordering Ocelot to reimburse Portfolio for its legal fees, costs and disbursements of this action, and

(E) granting Portfolio such other and further relief in favor of Portfolio as this Court may deem just and proper.

Dated: New York, New York
July 27, 2010

Respectfully submitted,

KROL & O'CONNOR
ATTORNEYS FOR PLAINTIFF
320 West 81st Street
New York, New York 10024
(212) 595-8009

By: IS
Igor Krol

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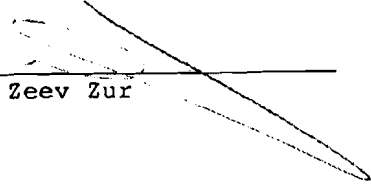
VERIFICATION

CITY OF TEL AVIV)
: ss.:
COUNTRY OF ISRAEL)

Zeev Zur, being duly sworn, deposes and says:

1. I am the Chief Financial Officer of Eldan-Tech, LTD, the sole investor into Portfolio and 100% shareholder of Eldan-Tech, Inc.

2. I have read the foregoing complaint and know its contents. The same is true to my own knowledge, except as to those matters stated to be upon information and belief, and as to those matters I believe them to be true.



Zeev Zur

Sworn to before me this
__ day of July 2010

Notary Public

