

Agreement

This Agreement ("**Agreement**") is made on this 27th day of January, 2016 ("**Effective Date**"), between Sum (E.B.) 2015 - Limited Partnership, a limited partnership incorporated in Israel (the "**Partnership**"), by its general partner, Ergo (E.B. 2014) Ltd., a private company incorporated in Israel (the "**General Partner**") of the one part, and Southern Trust Company, Inc. ("**Southern**") of the other part.

WHEREAS the General Partner and Southern have entered into a certain Non-Recourse Promissory Note, dated March 23, 2015, a copy of which is attached hereto as **Schedule A** ("**Note**"), according to which Southern provided the General Partner with a loan in the amount of US\$ 1,000,000 ("**Principal Amount**") to be used by the Partnership to purchase Series A Preferred Shares of Reporty Homeland Security Ltd., a private company incorporated in Israel ("**Reporty**") in accordance with that certain Series A Preferred Share Purchase Agreement, dated March 29, 2015, between Reporty, the Founders (as such term is defined therein) and the Partnership (the "**SPA**");

WHEREAS, the Partnership was registered following the execution of that certain Limited Partnership Agreement, dated April 6, 2015, between the General Partner and Cogito (E.B.) 2015 Ltd. ("**Cogito**"), a copy of which is attached hereto as **Schedule B** (the "**Partnership Agreement**"); and

WHEREAS, the Note, including all rights and all obligations, duties and undertakings of the General Partner under the Note, was assigned from the General Partner to the Partnership pursuant to that certain Assignment, dated May 14, 2015, a copy of which is attached hereto as **Schedule C** (the "**Assignment**");

WHEREAS, the Partnership and Southern wish to convert 100% of the Principal Amount, and all interest accrued thereon under the provisions of the Note (collectively, the "**Loan Amount**"), into a Partnership interest to be issued and allocated by the Partnership to Southern, on such terms and conditions further set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Partnership and Southern ("**Parties**") hereby agree as follows:

1. Conversion.

- 1.1. Upon execution of this Agreement, the Loan Amount and any and all of Southern's rights under the Note shall be fully converted into the right to hold an ownership interest in the Partnership which, among other things, will confer upon Southern (a) the percentage ownership of all ownership interests in the Partnership specified in **Schedule D** attached hereto, (b) 100% of the Preferred Rights (as defined below) in the Partnership, and (c) status as a limited partner duly admitted to the Partnership and having the rights conferred to such a partner under the terms of the Partnership Agreement and Israeli law (the "**Conversion**"); such that thereafter, the Note shall become null and void and shall have no further force or effect.
- 1.2. Upon consummation of the Conversion, the ownership interests of all of the Partners in the Partnership shall be allocated, free and clear from any right (including preemptive or similar rights) of any third party, as set forth in **Schedule D** attached hereto.
- 1.3. For the purpose of the Conversion, the Parties undertake to make any amendment to the Partnership Agreement required to reflect the applicable terms set forth herein

and execute, file and/or deliver all notices, filing and documents, needed in order to have Southern join the Partnership as a limited partner and become a party to the Partnership Agreement.

2. Distribution.

Any distribution of assets and/or proceeds that shall be made by the Partnership to its partners (in the amounts and at the dates that shall be determined by it from time to time in accordance with the applicable law), shall be subject to the following (each, a "**Distribution**"):

- 2.1. First, and in preference to any right of any partner (including the General Partner and all other limited partners) to any portion of such distribution, Southern (and any other potential partners that, upon the approval of the General Partner, are admitted to the Partnership as limited partners and contribute to the Partnership substantially on the same terms of Southern herein), as the holder(s) of the following preferred rights in the Partnership ("**Preferred Rights**") shall be entitled to receive the full amount of such distribution, each up to the aggregate amount theretofore contributed by it to the Partnership (which with respect to Southern, initially upon the consummation of the Conversion, will be an amount equal to the Loan Amount, and shall thereafter be increased by the amount of any additional contributions made by Southern to the Partnership) (hereinafter referred to as the "**Preferred Rights' Contribution**"), plus applicable Interest (as defined below) accrued thereon as provided herein (a "**Preferred Rights Preferred Amount**"), less the aggregate of amount of all distributions previously made to the holders of Preferred Rights by the Partnership pursuant to this Section 2.1.
- 2.2. Second, any distribution amount remaining after the payment in full of the Preferred Rights Preferred Amount (the "**Profit**"), shall be distributed as follows: (i) 50% of the Profit shall be distributed between all the Preferred Rights holders, on a pro rata basis between them, in accordance with the aggregate of all Preferred Rights Preferred Amounts theretofore distributed to each of them; and (ii) 50% of the Profit shall be distributed between all the non-Preferred Rights holders, on a pro rata basis between them, in accordance with their Partnership's interest.

For the purpose of this Agreement "**Interest**" shall mean an annual interest rate of 5% calculated with respect to any amount of Preferred Rights' Contribution, from the date such amount was actually provided to the Partnership until the date of full repayment of such amount by Partnership following Distribution(s).

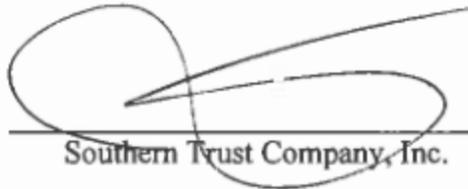
3. Future Investments in Reporty.

- 3.1. In addition, in the event that the Partnership does not raise or secure from other potential partners by the close of business on January 31, 2016 additional investments in an aggregate amount equal to the Additional Closing Purchase Price (as defined in the SPA), Southern hereby irrevocably undertakes to contribute to the Partnership, within 5 business days following the request therefor by the General Partner made subsequent to January 31, 2016, an additional amount up to, but not more than, \$500,000, which, when combined with the amounts to be contributed to by such potential partners in connection with any such additional investments raised by the Partnership, will equal the Additional Closing Purchase Price (provided, however that all such additional amounts paid by Southern and all such potential investors shall be used by the Partnership solely to pay Reporty the Additional Closing Purchase Price).

- 3.2. It is further agreed that in the event that the Partnership shall elect to exercise (i) the Warrant (as defined in the SPA), and/or (ii) any other right that the Partnership may have with respect to the purchase of additional securities of Reporty (collectively, the "Additional Rights"), the Partnership shall first offer the holders of Preferred Rights (on a pro rata basis between them) the right to contribute to the Partnership an amount equal to the applicable exercise price for that purpose (and if such amount is so contributed it shall be used by the Partnership solely to pay such exercise price), and the holders of Preferred Rights shall have 5 business days to accept in writing such offer, upon which acceptance the applicable accepting holders of Preferred Rights shall be obligated to contribute such amount to the Partnership within a reasonable time thereafter so as to enable the Partnership to exercise such Additional Rights.
- 3.3. In the event that and immediately at such time as Mr. Ehud Barak becomes permanently disabled (god forbid) and/or for any reason the management and business of the General Partner shall no longer be subject to Mr. Ehud Barak's ultimate control (including, but not limited to, where Mr. Ehud Barak holds less than the minimum percentage interest in the General Partner required in order for him alone to dictate the decisions and actions of the General Partner), the General Partner shall take no further action with respect to the management and operation of the Partnership until it first gives Southern written notice of such event and Southern has a reasonable period of time within which to determine whether or not to replace the General Partner with a new general partner of the Partnership as hereinafter provided. Southern shall have the right to replace the General Partner and appoint anyone on their behalf as a new general partner of the Partnership who shall be authorized to continue the management and operation of the Partnership based on the same purposes and principles used by the General Partner with respect to the Partnership investment in Reporty. In the event Southern determines to replace the General Partner with a new general partner of the Partnership, then thereafter the General Partner shall have no authority to take, and it shall not take, any further action with respect to the management and operation of the Partnership. In the event Southern determines not to replace the General Partner, then upon receipt of written confirmation from Southern of the decision not to replace the General Partner, the General Partner may continue with the management and operation of the Partnership. Southern shall not unreasonably delay any determination of whether or not to replace the General Partner with a new general partner of the Partnership.
4. General.
- 4.1. Assignment. Neither Party may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.
- 4.2. Tax. Each Party shall be responsible for the payment of all taxes that may be levied or assessed upon it in connection with this Agreement.
- 4.3. Authority. Each Party has full corporate power and authority to execute this Agreement and to perform its obligations hereunder; and all corporate action on its part necessary for the authorization, execution, delivery and performance of this Agreement by it have been taken.

The Parties have executed this Agreement as of the first date set forth above.

Sum (E.B.) 2015 - Limited
Partnership (By its general partner -
Ergo (E.B. 2014) Ltd.)



Southern Trust Company, Inc.

We hereby acknowledge and agree to all of the aforesaid:

Cogito (E.B.) 2015 Ltd.

NON-RECOURSE PROMISSORY NOTE

\$1,000,000.00

March 23, 2015

FOR VALUE RECEIVED, ERGO (E.B. 2014) LTD., having an address at 1 Shaul Hamelech Boulevard, Tel-Aviv 6473301, Israel (the "Borrower"), hereby promises to pay to the order of SOUTHERN TRUST COMPANY, INC., having an address at 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802 (the "Lender"), the principal sum of One Million and 00/100ths Dollars (U.S. \$1,000,000.00), plus interest on the unpaid principal balance at the rate of one percent (1.00%) per annum (the "Interest Rate"), on March 31, 2018 (the "Maturity Date"). On the Maturity Date, or upon earlier acceleration, all outstanding principal, accrued interest and charges hereunder shall be due and payable in full.

LOAN.

This Note is made to confirm and constitute the Borrower's obligation to repay a loan in the amount of One Million and 00/100ths Dollars (U.S. \$1,000,000.00) made by the Lender to the Borrower in trust for a certain yet to be formed Israeli limited liability partnership (the "LLP") which will use the full amount of the proceeds of said loan to purchase from Reporty Homeland Security Ltd., an Israeli private company ("Reporty"), Shares of Reporty's Series A Preferred Shares (said Series A Preferred Shares, including all such shares initially to be acquired and all such shares that may hereafter be acquired, are hereinafter referred to as the "Purchased Shares") upon the terms and conditions of that certain Series A Preferred Share Purchase Agreement in substantially the form attached as Exhibit A hereto (the "Purchase Agreement"). The Borrower represents and warrants that Ehud Barak is the sole beneficial owner of the Borrower. The Borrower covenants that Ehud Barak shall remain the sole beneficial owner of the Borrower at all times through and including the Maturity Date. The Borrower further covenants that the Borrower shall be the general partner in the LLP at all times from and after the creation of the LLP and issuance of any partnership interests therein through and including the Maturity Date.

NON-RECOURSE OBLIGATION.

This Note is non-recourse as to the Borrower. The Lender's recovery against the Borrower for the failure to pay any amount owing hereunder when due shall be limited solely to the Purchased Shares. The Borrower shall not be liable or have any personal liability in any other respect for the payment of any amount due under this Note.

APPLICATION OF PAYMENTS.

All payments made by the Borrower hereunder, shall be applied first to late charges, fees, costs, expenses and all other amounts due the Lender, if any, under this Note or otherwise (including legal fees and expenses incurred in enforcing the Lender's rights), other than principal and interest, then to interest at the rate of interest then in effect (including, without limitation, any default interest due), and the balance to the principal balance due under this Note.

PAYMENT CURRENCY; PLACE OF PAYMENT.

All payments on this Note are to be made by a transfer of the Purchased Shares, or (per mutual agreement of the Lender and the Borrower) in lawful money of the United States of America in immediately available funds, at the office of the Lender at 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802, or such other place as the Lender shall designate to the Borrower in writing.

NON-BUSINESS DAYS.

If any payment of principal or interest hereunder becomes due on a Saturday, Sunday or any other day which is not a business day, such payment shall be deferred to, and shall be payable on, the next business day.

PREPAYMENT.

This Note may be prepaid in whole or in part, without premium or penalty, and each such prepayment shall be made together with interest accrued on the amount prepaid.

DEFAULT.

If any of the following events shall occur during the term hereof, such events shall be deemed a default by the Borrower hereunder (each an "Event of Default"):

(i) The failure of Borrower, in the name and for the benefit of the LLP, to close on the purchase of at least \$1,000,000 of Purchased Shares from Reporty by March 31, 2015, substantially upon the terms and conditions set forth in the Purchase Agreement; or

(ii) There shall be a default in the payment of principal, interest or any other amount due under this Note as and when the same shall have become due and payable in accordance with the terms hereof; or

(iii) There shall have been entered any order, judgment or decree by a court of competent jurisdiction for relief in respect of the Borrower, the LLP or Reporty under any applicable Federal or state bankruptcy law or similar law, or appointing a receiver, assignee or trustee of all or a substantial part of the Borrower's, the LLP's or Reporty's property, assets or revenues, and any of the above in this section was not deleted within 30 days; or

(iv) The filing by the Borrower, the LLP or Reporty of a petition or consent to a petition seeking relief under any applicable bankruptcy, insolvency or other similar law, or the consent by the Borrower, the LLP or Reporty to the institution of proceedings thereunder or to the filing of any such petition or to the appointment or taking of possession by a receiver, liquidator, assignee, trustee or custodian, of any substantial part of the property, assets or revenues of the Borrower, the LLP or Reporty, or the making by the Borrower, the LLP or Reporty of an assignment for the benefit of creditors, or the inability of the Borrower, the LLP or Reporty to pay its debts as they become due and payable; or

(v) The creation of any lien, claim or encumbrance upon, all or any part of the Purchased Shares, or any interest therein, other than pursuant to this Note or any of the documents pursuant to which the Borrower or the LLP acquires any of the Purchased Shares, or any sale, transfer, assignment, or other disposition of all or any part of the Purchased Shares, or any interest therein; or

(vi) The creation of any lien, claim or encumbrance upon, all or any part any of the property, assets or revenues of the LLP, whether now owned or hereafter acquired, or any general partnership interest or limited partnership interest therein, other than pursuant to or as contemplated by this Note, or any of the documents pursuant to which the Borrower or the LLP acquires any of the Purchased Shares, or any sale, transfer, assignment, or other disposition of all or any part any of the property, assets or revenues of the LLP, whether now owned or hereafter acquired; or

(vii) Ehud Barak ceases to be the sole beneficial owner of the Borrower, or at any time following the creation of the LLP and issuance of any partnership interests therein ceases to be the sole beneficial owner of all of the issued and outstanding ownership interests in the LLP (unless such issuance was approved in writing by the Lender); or

(viii) The dissolution of the Borrower, the LLP or Reporty, or the cessation of business of the Borrower, the LLP or Reporty in the ordinary course, or the death of Ehud Barak; or

(ix) At any time after the execution and delivery hereof, (A) this Note shall cease to be in full force and effect (other than by reason of the payment in full of all amounts now or hereafter due hereunder and the resulting termination of this Note in accordance with the terms hereof) or shall be declared null and void, or (B) the Borrower, or the LLP shall contest the validity or enforceability of this Note in writing or deny in writing that the Borrower or the LLP has any further liability under this Note.

In the case of an Event of Default, without any demand, presentment, protest or other notice whatsoever to the Borrower, or other statutory or other rights of redemption, or any other action by the Lender, all of which are hereby expressly waived by the Borrower, the unpaid principal amount hereof and all accrued interest shall become due and payable in full upon the occurrence of any such event and the Lender may exercise simultaneously or seriatim any or all of such other rights and remedies as may be lawfully permitted under Federal law or Virgin Islands law and any and all of the remedies of the Lender set forth herein.

LOSS, ETC. OF NOTE.

Upon receipt of evidence reasonably satisfactory to the Borrower of the loss, theft, destruction or mutilation of this Note, and of indemnity reasonably satisfactory to the Borrower, if lost, stolen, destroyed or mutilated, the Borrower shall execute and deliver to Lender a new note identical in all respects to this Note.

COLLECTION COSTS.

In the event that it becomes necessary to enforce the provisions of this Note against the Borrower in order to collect any amounts due hereunder, all costs, fees and expenses of such enforcement, including, without limitation, all attorneys fees and disbursements and all fees and disbursements of other professionals relating to the enforcement of any obligations under this Note, when incurred shall be deemed to be additions to principal and shall become immediately due and payable hereunder.

NON-WAIVER

The Borrower hereby expressly waives presentment for payment, demand for payment, notice of dishonor, protest, notice of protest, notice of non-payment, and all lack of diligence or delays in collection or enforcement of this Note. The Lender may extend the time of payment of this Note, postpone the enforcement hereof, release any collateral securing this Note, or grant any other indulgences whatsoever without affecting or diminishing the Lender's rights under this Note, which rights are hereby expressly reserved. Any waiver of any provision hereof must be in writing. No failure on the part of the Lender to exercise, and no delay in exercising, any right, power or privilege under this Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Note preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any and all other remedies provided by law.

SUCCESSORS AND ASSIGNS.

This Note is binding upon the Borrower and its successors and assigns; provided, however, that the Borrower shall not be entitled to assign or delegate any rights or obligations under this Note without the prior written consent of the Lender; provided, further, however, that the Borrower shall assign this Note, and its rights and obligations hereunder, to the LLP, which shall assume the same, immediately upon formation and registration of the LLP under Israeli law and the Borrower's becoming the general partner of the LLP, and the Lender hereby consents to such assignment. Upon such assignment, the LLP shall be substituted in all places in this Note for the Borrower, and shall have all of the rights and obligations of the Borrower under this Note, as if the LLP were the original maker hereof.

The Borrower hereby consents to the Lender's sale, assignment, transfer or other disposition at any time or times hereafter, of this Note, or any right or interest herein contained. Upon such assignment, the assignee shall have all of the rights of the Lender to enforce any term of this Note. The Borrower agrees not to assert as against any such assignee any claims, offsets, deductions or defenses it may have against the Lender for breach of this Note or otherwise.

AMENDMENT AND MODIFICATION.

This Note may be amended, modified or supplemented only by written agreement signed by the Lender and the Borrower.

GOVERNING LAW.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES VIRGIN ISLANDS APPLICABLE TO CONTRACTS TO BE PERFORMED ENTIRELY THEREIN, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS APPLICABLE THEREIN.

WAIVER OF JURY TRIAL.

TO THE EXTENT PERMITTED BY LAW, THE BORROWER AND THE LENDER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

NOTICES.

Except as otherwise expressly provided in this Note, all notices and other communications made or required to be given pursuant to this Note shall be in writing and shall be delivered by hand, mailed by registered or certified first class mail, postage prepaid, sent by overnight courier, or sent by email or facsimile (with evidence of transmission retained) and confirmed by delivery via courier or postal service, addressed as follows: (a) if to the Borrower, to 1 Shaul Hamelech Boulevard, Tel-Aviv 6473301, Israel, facsimile no.: [REDACTED] email: [REDACTED] with a copy to Adv. Udi Knaani, facsimile no. [REDACTED] email: [REDACTED] and (b) if to the Lender, to 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802, facsimile no.: [REDACTED] email: [REDACTED], with a copy to Darren K. Indyke, Esq., Darren K. Indyke, PLLC, 575 Lexington Avenue, 4th Floor, New York, NY 10022, facsimile no. [REDACTED] or at such other address for notice as the Lender shall last have furnished in writing to the Borrower.

FAXED AND SCANNED SIGNATURES.

Signatures of this Note transmitted by fax, or scanned and then transmitted by email transmission shall have the same effect as original signatures.

IN WITNESS WHEREOF, the Borrower has duly executed this Note on the date first above written.

ERGO (E.B. 2014) LTD.

By:


Ehud Bar (E.B. 2014) Ltd.

Title: _____

Partnership Agreement

Made and entered into in Tel Aviv, this 6th day of the month of April, 2015

By and Between:

Ergo (E.B. 2014) Ltd.
Private Company No. 515175495
Of 1 Shaul Hamelech Boulevard, Tel Aviv
(hereinafter: the "General Partner")

on the first part;

And:

Cogito (E.B.) 2015 Ltd.
Private Company No. 515228021
Of 1 Shaul Hamelech Boulevard, Tel Aviv
(hereinafter: "Cogito")

on the second part;

(the General Partner and Cogito shall hereinafter be referred to individually as the "Partner" and/or the "Party", and collectively, as the "Partners" and/or the "Parties")

WHEREAS: the Partners wish to cooperate between them in establishing an Israeli limited partnership (hereinafter: the "Partnership"); and

WHEREAS: the General Partner has the know-how, experience and qualifications as required for the purpose of establishing and managing the Partnership; and

WHEREAS: the Parties wish to regulate the relationship between them in all matters pertaining to the establishment of the Partnership and its conduct;

The following has therefore been agreed, stipulated and declared between the Parties:

1. Preamble

The preamble to this Agreement forms an integral part hereof.

2. The Establishment of the Partnership

2.1 The name of the Partnership – The name of the Partnership shall be "Sum (E.B.) 2015 – Limited Partnership" – or any other name as shall be agreed upon with the parties' consent and approved by the Registrar of Partnerships.

2.2 The registration of the Partnership – The Partnership shall be registered with the Registrar of Partnerships as a **limited partnership**.

3. **The Structure of the Partnership**

- 3.1 The Partnership shall be a limited partnership: Cogito shall be a limited partner, and Ergo (E.B. 2014) Ltd. shall be the General Partner.
- 3.2 The holdings of each one of the Partners in the Partnership shall be as set forth below:

Name of the Partner	The part of the Partner	The Amount injected into the Partnership (NIS)
The General Partner	0.1%	1.00
Cogito	99.9%	999.00
Total	100%	1,000

4. **The Nature/Purpose of the Partnership**

The purpose of the Partnership shall be to engage in investments and/or in any lawful business, as shall be determined by the General Partner.

5. **The Undertakings and Declarations of the Partners**

The Partners hereby declare and undertake as follows:

- 5.1 That there is no contract or agreement to which they are a party and there is no other provision whatsoever that applies to them, which prevents any of them from entering into this Agreement and/or from performing any of the provisions hereof and/or from acting within the Partnership. Should it transpire that any of them is subject to such an impediment, such party will cause the immediate cancellation of the said impediment and/or will obtain the consents as required for the purpose of complying with this Agreement in full, at its expense.
- 5.2 To keep confidential the terms and conditions of this Agreement and all of the details pertaining to the Partnership and to the management thereof, with the exception of information that is required for the purpose of submission thereof to the competent authorities and/or information that is required in order to advance the affairs of the Partnership and/or information that is required for the implementation of this Agreement, and also with the exception of information that is in the public domain. This undertaking is not limited in time and it shall apply to the Parties also after they leave the Partnership, as long as the Partnership itself continues to act.
- 5.3 The Partners confirm that they are aware and understand that any tax liability of the Partnership, if applicable, shall be borne by the Partners directly, in accordance with the amount of their holdings in the Partnership.

6. **The Term of the Partnership**

The Partnership is being set up for the period commencing on the date of registration thereof with the Registrar of Partnerships, and it shall exist for an unlimited period of time, subject to that stated in this Agreement.

7. **The Management of the Partnership**

The Partnership shall be managed by the General Partner.

8. **Signatory Rights**

The General Partner shall have the signatory rights on behalf of the Partnership, for all intents and purposes, in accordance with the resolutions of the Board of Directors of the General Partner.

9. **Bookkeeping**

The Partnership shall keep appropriate accounting books as per standard practice in businesses similar to the Partnership's business. Each Partner shall be entitled to inspect the accounting books at any time, and to examine same.

10. **The Governing Law**

This Agreement shall be subject to the laws of the State of Israel.

11. **Expenses Incurred in Preparing the Agreement for Establishing the Partnership and for Registration Thereof**

All of the expenses incurred in preparing this Agreement and in the registration of the Partnership with the Registrar of Partnerships shall apply to the Partnership.

12. **Notices**

The addresses of the Parties for the purpose of this Agreement are as set forth in the Preamble hereto. Any notice that shall be sent by registered mail in accordance with one of the aforesaid addresses shall be deemed to have been brought to the attention of the addressee party within 72 hours from the time of dispatch thereof, and if delivered by hand or by fax, on the date of the delivery thereof.

In witness whereof the Parties hereto have hereunto set their hands

In the place and on the date first above written:

[Signature]

Ergo (E.B. 2014) Ltd.

[Signature]

Cogito (E.B.) 2015 Ltd.

ASSIGNMENT

This Assignment is made on this 14 day of May, 2015, between Ergo (E.B. 2014) Ltd., a company incorporated in Israel (the "Assignor") of the one part, and Sum (E.B.) 2015 - Limited Partnership, a limited partnership incorporated in Israel (the "Assignee") of the other part.

WHEREAS the Assignor and Southern Trust Company, Inc. have entered into a certain Non-Recourse Promissory Note, dated March 23, 2015, a copy of which is attached hereto as **Schedule A** (the "Note"); and

WHEREAS, the Assignor wishes to assign to the Assignee and the Assignee willing to accept from the Assignor the assignment of all the Assignor's right and obligations in and to the Note, as set forth herein;

NOW THIS ASSIGNMENT WITNESSES AS FOLLOWS:

1. In accordance with the provisions of the section titled "Successors and Assigns" of the Note, the Assignor hereby irrevocably and unconditionally assigns and transfers to the Assignee, and the Assignee hereby accepts and assumes, all rights and all obligations, duties and undertakings of the Assignor under the Note, effective as of May 3, 2015, and shall assume and agree to the same terms and conditions on which such have been applied to the Assignor at the time of the execution thereof as the Borrower party thereto (as such term is defined therein).
2. This Assignment may be signed in counterpart, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

The Assignor and the Assignee have executed this Assignment as of the first date set forth above.



Ergo (E.B. 2014) Ltd.



Sum (E.B.) 2015 - Limited
Partnership (By its general partner -
Ergo (E.B. 2014) Ltd.)

We hereby acknowledge and agree to all of the aforesaid,

Southern Trust Company, Inc.

Sum (E.B.) 2015 - Limited Partnership - Partnership Interest and Preferred Rights (*)		
As of January 1, 2016		
Name of Partner	Partnership's Interests	Preferred Rights
Ergo (E.B. 2014) Ltd. (General Partner)	0.01%	0%
Cogito (E.B.) 2015 Ltd. (Limited Partner)	49.99%	0%
Southern Trust Company, Inc. (Limited Partner)	50.00%	100%
Total	100.00%	100.00%

(*) Not including certain prospective investor of US\$ 500,000 in the Partnership, following which such investor shall be issued with 16.66% of the Partnership's Interests and 33.33% of the Preferred Rights, both reduced from Southern Trust Company, Inc., respectively.