

GALIL CAPITAL RE SPAIN, SOCIMI, S.A.
SERVICE MANAGEMENT AGREEMENT

This Service Management Agreement (the "**IR Agreement**") executed on [11/12] December 2018 (but with effects from 1 October 2018) by and between Galil Capital Finance Ltd., a company organized under the laws of Israel (hereinafter, the "**Israeli Advisory Company**") and Galil Capital RE Spain, SOCIMI, S.A., a public limited company organized under the laws of Spain (the "**Company**").

NOW, THEREFORE, it is represented, stipulated and agreed between the parties as follows:

1. Definitions.

GC Nadlan GC Nadlan Real Estate, S.L., a private limited company organized under the laws of Spain.

Investment Management Agreement The agreement executed on 12 July 2017, as amended and restated on [11/12] December 2018, between the Company and GC Nadlan Real Estate S.L., as investment manager of the Company (including all schedules, exhibits, annexes and documents incorporated by reference), as amended from time to time in accordance with the provisions thereof. A copy of the Investment Management Agreement in force as of the day of execution of this IR Agreement is attached herein as **Schedule I**.

Special Resolution A resolution adopted by Shareholders holding together no less than 80% of the aggregate number of outstanding shares of the Company; provided, however, that for the purpose of this definition, the Israeli Advisory Company and

any affiliate of the Israeli Advisory Company shall be considered a "Shareholder" to the extent it holds shares of the Company.

2. Tasks.

The Israeli Advisory Company shall carry out the following activities in favour of the Company: (i) marketing and communication with prospective investors, (ii) meetings with prospective investors, (iii) assistance in back office matters, and (iv) other matters previously agreed in writing between the Company, GC Nadlan and the Israeli Advisory Company from time to time.

3. Fees.

The Company shall pay the Israeli Advisory Company an annual fee of Euro 96,000 (plus VAT and any other taxes, if applicable) (the "**IR Fee**"). The IR Fee shall be paid quarterly in advance on the first day of January, April, July and October of each year in an amount equal to 25% of the annual IR Fee. The Israeli Advisory Company shall not be entitled to the reimbursement of any expenses incurred by it in performing the activity under the IR Agreement.

4. Payment of Fees. All fees shall be expressed in Euros and paid in cash, in addition to VAT and any other taxes, if applicable, to the extent required by the applicable law.

5. Term and termination. Notwithstanding the date of execution of the IR Agreement on [11/12] December 2018, the effects of the same are effective from 1 October 2018. The term of this IR Agreement shall continue as long as the Investment Management Agreement is in force and shall terminate automatically on the date the Investment Management Agreement is terminated.

However, this IR Agreement may be terminated at any time, with the approval by a Special Resolution. If such Special Resolution is adopted, the Israeli Advisory Company shall receive ninety (90) days of notice.

Additionally, a party may terminate this IR Agreement at any time upon notice in writing to the other party if:

- a) The other party is wound-up or suffers a winding up event, an insolvency or court protection event;
- b) The other party is in breach of a material term hereof (including non-payment of fees due to the Israeli Advisory Company pursuant to Section 3 above), in which case the Israeli Advisory Company shall be entitled not only to terminate the IR Agreement, but also to receive from the Company:
 - i. a compensation for losses and damages (*daños y perjuicios*) incurred; and
 - ii. in the case where it is agreed or determined that cash amounts are due and payable to the Israeli Advisory Company, the payment of default interest equivalent to 2% monthly accruing on a daily basis calculated on any such cash amount due to the Israeli Advisory Company under this IR Agreement, provided that no such default interest shall arise in the case where the Company has cash settled the amount so agreed or determined within the three month period commencing on the date that such amounts are determined as due (the “*Due Date*”) (the “*Grace Period*”) and provided further that in the case where payment is made outside of the Grace Period such default interest shall be payable from the Due Date;

and such breach, if capable of remedy, has not been remedied to the reasonable satisfaction of the non-defaulting party, within 30 days of the defaulting party being notified of such breach.

6. Limitation of Liability and Indemnification.

- 6.1. The Israeli Advisory Company, the Israeli Advisory Company's office holders, managers, employees, shareholders, and/or anyone on their behalf, shall not be liable towards the Company and/or the Subscribers and/or the Shareholders, or any of them for any damage, loss and/or expense caused to the Company and/or the Subscribers

and/or the Shareholders or any of them, for any act or omission carried out on behalf of the Company, unless such acts shall be carried out fraudulently or maliciously or shall constitute gross negligence or a criminal act.

- 6.2. The Company shall indemnify the Israeli Advisory Company and each one of the Israeli Advisory Company's employees, managers, office holders and shareholders for any loss, expense or damage which they or their agents shall bear or shall be required to bear directly or indirectly, for any act or omission carried out on behalf of the Company and/or for it, unless such acts shall be carried out fraudulently and/or maliciously and/or shall constitute criminal acts.

7. Conflict of Interests and Business Opportunities.

- 7.1. The Israeli Advisory Company undertakes that the Company shall not acquire, directly or indirectly, properties held (prior to the acquisition), directly or indirectly, by any of the interested parties in the Israeli Advisory Company. Without derogating from the aforesaid, the Israeli Advisory Company's office holders shall furnish to the Company a signed undertaking, according to which they shall report to the Company of every personal interest of any kind which they may have in a transaction proposed to the Company.
- 7.2. Any office holders of the Israeli Advisory Company which shall have a personal interest in an existing transaction or a transaction proposed to the Company shall disclose to the Company's representative body, without delay, the nature of his personal interest, including any fact or document which shall be material to any transaction.
- 7.3. Without derogating from the aforesaid, in case where the Company shall decide to acquire a property together with third parties, the Israeli Advisory Company and/or interested parties therein shall not be entitled to join as an additional party to such an acquisition transaction unless all the Subscribers or the Shareholders, as the case may be, were offered to participate in such acquisition according to its pro-rata share.

8. **Confidentiality.** The parties undertake to keep in strict confidence, and not to divulge or make accessible or use any non-public information relating to the business or financial affairs

of the parties, to which each party has been or will become privy by reasons relating to this IR Agreement, to anyone, except (i) to its employees and advisors in such capacity as required to perform the obligations hereunder, (ii) if required by law, or (iii) with the prior written consent of the other parties to this IR Agreement.

9. Governing Law. This IR Agreement is subject to the laws of Spain. The competent courts of the city of Madrid shall have exclusive jurisdiction over all disputes with respect to this IR Agreement.

10. Waiver. No waiver or discount or refraining from action upon its due date or the grant of an extension shall be deemed a waiver by a party of any of its rights or shall constitute an impediment for filing a lawsuit by it, unless such waiver shall be made explicitly and in writing.

11. Validity. If any provision in this IR Agreement shall be found to be invalid or illegal, the other provisions of this IR Agreement shall remain in full force and effect, and such illegality shall not affect the legality or validity of this IR Agreement.

12. Amendments.

12.1. No modification or amendment to this IR Agreement shall be in effect, other than if made in accordance to the provisions of this Section 12.

12.2. This IR Agreement may be modified with approval by a Special Resolution.

13. Assignment. This IR Agreement may not be assigned by the Israeli Advisory Company without the approval by a Special Resolution, except if this IR Agreement is assigned by the Israeli Advisory Company to an affiliated entity of the Israeli Advisory Company that it will not require such approval.

14. Notices. All notices, demands and other communications to be given and delivered under or by reason of provisions under this IR Agreement shall be in writing and shall be deemed to have been given when personally delivered, mailed by registered mail or by reliable overnight courier, or transmitted by electronic facsimile to the principal offices of the Israeli Advisory Company or the Company, as the case may be.

15. Execution in Counterparts. This IR Agreement may be executed in counterparts, such that each copy shall be deemed an original, and all such copies, when taken together, shall be deemed one instrument.

16. Entire Agreement. This IR Agreement constitutes the full and entire understanding and agreement between the Israeli Advisory Company and the Company, with respect to the subject matters hereof and thereof, and supersedes all prior agreements between the parties hereof with regard to such subject matter. In particular, this IR Agreement replaces entirely the service agreement entered into by and between the Israeli Advisory Company and the Company on November 1, 2015.

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IN WITNESS WHEREOF, the undersigned have executed this IR Agreement as of the date first above written.

COMPANY:

GALIL CAPITAL RE SPAIN SOCIMI, S.A.

By: _____

Name: _____

Title: _____

ISRAELI ADVISORY COMPANY:

GALIL CAPITAL FINANCE LTD.

By: _____

Name: _____

Title: _____

Schedule I

Investment Management Agreement