MAALE BEIT HORON, L.P.

SUBSCRIPTION AGREEMENT

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, THE ISRAELI SECURITIES AUTHORITY NOR ANY STATE REGULATORY AUTHORITY NOR THE REGULATORY AUTHORITY OF ANY OTHER COUNTRY HAS APPROVED OR DISAPPROVED THIS SUBSCRIPTION AGREEMENT OR THE LIMITED PARTNERSHIP INTEREST PROVIDED FOR HEREIN. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE LIMITED PARTNERSHIP INTEREST HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), THE ISRAELI SECURITIES LAW OF 1968, AS AMENDED, NOR UNDER THE SECURITIES LAWS OF ANY OTHER COUNTRY, PROVINCE OR STATE, AND THE PARTNERSHIP IS UNDER NO OBLIGATION TO REGISTER THE LIMITED PARTNERSHIP INTEREST UNDER THE SECURITIES ACT OR ANY SUCH OTHER LAWS IN THE FUTURE.

THE LIMITED PARTNERSHIP INTEREST MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS AND WITH THE CONSENT OF THE GENERAL PARTNER. ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THE LIMITED PARTNERSHIP INTEREST AS WELL AS WITHDRAWALS FROM THE PARTNERSHIP ARE CONTAINED IN THE PARTNERSHIP'S AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT.

BASED UPON THE FOREGOING, INVESTOR MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF INVESTMENT IN THE LIMITED PARTNERSHIP INTEREST FOR AN INDEFINITE PERIOD OF TIME. INVESTOR IS ENCOURAGED TO SEEK INDEPENDENT LEGAL, INVESTMENT, ACCOUNTING AND TAX ADVICE BEFORE EXECUTING THIS SUBSCRIPTION AGREEMENT.

MAALE BEIT HORON, L.P.

INSTRUCTIONS FOR INVESTORS

If you are interested in purchasing a limited partnership interest in Maale Beit Horon, L.P. (the "**Partnership**"), please complete (and do not date) all applicable signature pages and exhibits of the Subscription Agreement. In addition, please complete the U.S. Internal Revenue Service ("**IRS**") tax withholding form applicable to you and the OECD common reporting standard individual or entity self-certification form attached ("**CRS**"). Please return all materials to Avraham Wingut at awingut@gmail.com.

Please direct any questions regarding this Subscription Agreement and/or the Partnership to Avraham Wingut at awingut@gmail.com.

NOTE: PLEASE DO NOT DATE ANY SIGNATURE PAGES

MAALE BEIT HORON, L.P.

LIMITED PARTNER SUBSCRIPTION AGREEMENT

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_____, 2026

M.O.F G.P., L.P.
2 HaAdmor MiGur St., Bnei Brak 5152507, Israel

Ladies and Gentlemen:

Reference is made to (i) the Amended and Restated Limited Partnership Agreement (the "**Partnership Agreement**") of Maale Beit Horon, L.P., an Israeli limited partnership (the "**Partnership**"), as furnished to the undersigned with respect to the offering of limited partnership interests in the Partnership; and (ii) this Limited Partner Subscription Agreement (this "**Agreement**"), by and among M.O.F G.P., L.P., an Israeli limited partnership, as the sole general partner of the Partnership (the "**General Partner**"), for and on behalf of the Partnership, and the undersigned subscribing investor (the "**Investor**"). The Partnership Agreement and this Agreement are collectively referred to herein as the "Offering Materials". Capitalized terms used, but not defined, herein shall have the respective meanings given to them in the Partnership Agreement.

The Investor hereby subscribes and agrees as follows:

1. **Subscription for a Limited Partnership Interest.** Subject to the terms and conditions set forth in this Agreement and in the Partnership Agreement, the Investor agrees: (i) to purchase from the Partnership a limited partnership interest (the "**Interest**") in the Partnership on the terms set out in the Partnership Agreement and this Agreement (except to the extent that an Interest in a lesser amount has been accepted by the General Partner pursuant to Section 9), payable in the manner and at the times as set forth in the Partnership Agreement; (ii) to become a party to and be bound by the Partnership Agreement as a Limited Partner of the Partnership; and (iii) to become a limited partner of the Partnership (a "**Limited Partner**"). In the event that the General Partner forms (or causes an Affiliate of the General Partner to form); pursuant to Section 3.8.2 of the Partnership Agreement, a Parallel Fund, this Agreement may be, at the election of the General Partner, a subscription for an interest in such Parallel Fund, in which case all references to the Partnership Agreement shall refer to the limited partnership agreement of the Parallel Fund chosen by the General Partner and all references herein to the Partnership shall refer to such Parallel Fund. The Investor acknowledges that the acceptance of this subscription is at the sole discretion of the General Partner that may determine to reject the subscription for any reason or no reason and/or to delay or cancel the formation of the Partnership. In the event the General Partner shall decide to form the Partnership in a jurisdiction other than Israel, this Agreement shall be deemed a subscription to such other entity, and all the provisions hereof shall apply and be in full force and effect with respect to such entity, *mutatis mutandis*.

2. **Representations and Warranties of the Investor.** The Investor hereby represents and warrants to, and agrees with, the Partnership and the General Partner as follows:

(a) **Suitability.** THE INVESTOR HAS READ CAREFULLY AND UNDERSTANDS THE OFFERING MATERIALS AND HAS CONSULTED ITS OWN ATTORNEY, ACCOUNTANT, TAX ADVISER AND/OR INVESTMENT ADVISER WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR THE INVESTOR. ANY SPECIFIC ACKNOWLEDGMENT SET FORTH BELOW WITH RESPECT TO ANY STATEMENT

CONTAINED IN THE OFFERING MATERIALS SHALL NOT BE DEEMED TO LIMIT THE GENERALITY OF THIS REPRESENTATION AND WARRANTY.

(b) **Opportunity to Verify Information.** The Investor acknowledges that representatives of the Partnership have made available to the Investor, during the course of this transaction and prior to the purchase of the Interest, the opportunity to ask questions of and receive answers from them concerning the terms and conditions of the offering of the Interests described in the Offering Materials, and to obtain any additional information necessary to verify the information contained in the Offering Materials or otherwise relative to the proposed activities of the Partnership or to otherwise evaluate the merits and risks of an investment in the Partnership.

(c) **Purchase for Investment.** The Investor understands and agrees: (i) that the Investor must bear the economic risk of its investment until the termination of the Partnership; (ii) that the Interest has not been registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), the Israeli Securities Law of 1968, as amended, or under the applicable securities laws of any other jurisdiction, and, therefore, cannot be resold or otherwise disposed of unless it is subsequently registered under the Securities Act or such other securities laws, unless an exemption from such registration is available; (iii) that the Partnership is not being registered as an "investment company" as the term "investment company" is defined in Section 3(a) of the United States Investment Company Act of 1940, as amended (the "**Investment Company Act**"); (iv) that the Investor is purchasing the Interest for its own account and without a view towards distribution thereof; (v) that the Investor shall not resell or otherwise dispose of all or any part of the Interest purchased by the Investor, except as permitted by law, including, without limitation, any regulations under the Securities Act or other applicable securities laws, and any and all applicable provisions of the Partnership Agreement; (vi) that the Transfer of the Interest by the Investor and the admission of another Limited Partner for the Investor are restricted by the terms of the Partnership Agreement, the Securities Act, applicable state securities laws, the Israeli Partnership Ordinance [New Version], 5735-1975, as it may be amended or revised from time to time, and the laws of other jurisdictions; (vii) that the General Partner does not have any intention of registering the Partnership as an "investment company" under the Investment Company Act or of registering the Interest under the Securities Act or of supplying the information that may be necessary to enable the Investor to sell, Transfer or otherwise dispose of the Interest; (viii) that neither the General Partner nor its partners nor any other person or entity selected by the General Partner to act as agent or adviser of the Partnership with respect to managing the affairs of the Partnership will be registered as an investment adviser under the United States Investment Advisers Act of 1940, as amended; and (ix) that Rule 144 under the Securities Act is unlikely to be available as a basis for exemption from registration of the Interest in connection with the sale, Transfer or other disposition of all or a portion of the Interest. The Investor understands that there is no public or other market for the Interest, and it is not anticipated that such a market will ever develop. Except as provided in the Partnership Agreement, the General Partner and the Partnership will have no obligation to recognize the ownership, beneficial or otherwise, of the Interest by anyone other than the Investor and the Investor will have no right to withdraw from the Partnership or to receive distributions in respect of the Interest. The Investor further understands that for the foregoing reasons, the Investor will be required to retain ownership of the Interest and bear the economic risk of this investment for an indefinite period of time.

(d) **Additional Risk Factors.** The Investor is aware and acknowledges that: (i) the Partnership has no financial or operating history; (ii) the General Partner or another person or entity selected by the General Partner (which may be a partner or Affiliate thereof) will receive substantial compensation in connection with the management of the Partnership; (iii) the Investor is not entitled to cancel, terminate or revoke its subscription in the Partnership nor any of the powers and authority conferred herein and in the Partnership Agreement to the Partnership and/or the General Partner; and (iv) investment returns, if any, described in any supplemental letters or materials are not necessarily comparable to the returns, if any, which may be achieved on investments made by the Partnership.

(e) **Full Contribution.** The Investor understands that, except as otherwise provided in the Partnership Agreement, the Investor may not make less than the full amount of any required capital contribution when due in respect of such Investor's Interest, and that default provisions with respect thereto, pursuant to which the Investor may suffer substantial adverse consequences (including, but not limited to, the loss of all or a material portion of its investment in the Partnership), are contained in the Partnership Agreement.

(f) **Exhibits.** The Investor has carefully reviewed and completed Exhibits A through I attached hereto and makes each of the representations set forth therein and such representations are true and correct in all respects.

(g) **No Need for Liquidity.** The Investor has no need for liquidity in connection with its purchase of the Interest, and is able to bear the risk of loss of its entire investment in the Interest.

(h) **Investment Objectives and Advice.** The purchase of the Interest by the Investor is consistent with the general investment objectives of the Investor. The Investor hereby acknowledges that it has not relied on the General Partner or any of its partners or Affiliates for legal, accounting, investment, or tax advice with respect to an investment in the Partnership and understands that none of the Offering Materials or any additional written document executed by the General Partner or an authorized representative thereof provides or is intended to provide any such advice. With regard to all such matters, the Investor has obtained independent expert advice to the extent Investor has deemed necessary or desirable.

(i) **Securities Laws.** The Investor received the Offering Materials and first learned of the Partnership in the country, territory, state or other jurisdiction identified in the address of the Investor set forth on the Investor's signature page hereto, and intends that the securities laws of that country, territory, state or other jurisdiction alone shall govern the offer and sale of the Interest to the Investor. The Investor further represents and warrants that it is not resident in Israel, it received the offer to purchase the Interest and accepted such offer outside of Israel, did not receive the Offering Materials in Israel, and did not execute this Agreement in Israel. The Investor understands that it is the responsibility of the Investor to satisfy itself as to full observance of the laws of any relevant country, territory, state or jurisdiction outside of Israel in connection with the offer and sale of the Interest, including obtaining any required governmental or other consent and observing any other applicable legal, regulatory or other similar formalities. The Investor understands that no governmental agency or authority has passed upon or will pass upon the offer or sale of the Interest or has made or will make any finding or determination as to the fairness of this investment.

(j) **Certain Regulatory Matters.** If the Investor is a corporation, trust, partnership, limited liability company or other entity, organization or association, it has not been formed or used to circumvent the provisions of Section 12(g) or 15(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and the Interest held by the Investor will be held of record by one person within the meaning of the Exchange Act Rule 12g5-1.

(k) **Power and Authority; No Conflicts.**

If the Investor is a corporation, trust, partnership, limited liability company or other entity, organization or association: (i) it has the requisite power and authority to execute and deliver this Agreement and the Partnership Agreement; (ii) the person signing this Agreement on behalf of the Investor has been duly authorized to execute this Agreement and the Partnership Agreement; and (iii) such execution, delivery and performance by the Investor of such agreements do not violate, or conflict with, the terms of any agreement or instrument to which the Investor is a party or by which it is bound.

If the Investor is an individual, the Investor has all requisite legal capacity to acquire and hold the Interest and to execute and deliver this Agreement and the Partnership Agreement and to perform its obligations hereunder and thereunder. This Agreement has been duly executed by the Investor and constitutes, and the Partnership Agreement, when the Investor is admitted as a Limited Partner, will constitute, valid and legally binding agreements of the Investor enforceable against the Investor in accordance with their respective terms. The Investor has obtained all necessary consents, approvals and authorizations of government authorities and other persons or entities required to be obtained in connection with its execution and delivery of this Agreement and the Partnership Agreement and the performance of its obligations hereunder and thereunder.

(l) **Knowledge and Experience.** The Investor and its purchaser representative (if any) currently have, and (unless the Investor has a purchaser representative) the Investor had immediately prior to receipt of any offer regarding the Partnership, such knowledge and experience in financial and business matters as to be able to evaluate the merits and risks of an investment in the Partnership.

(m) **Purchaser Representative.** If the Investor has utilized a purchaser representative, the Investor has previously given the Partnership notice in writing of such fact (which shall be acknowledged by the General Partner in writing), specifying that such representative would be acting as the Investor's "purchaser representative" as defined in Rule 501(h) of Regulation D under the Securities Act ("**Regulation D**").

(n) **No View to Tax Benefits.** The Investor is not acquiring the Interest with a view to realizing any benefits under any tax law, including, but not limited to, United States federal income tax laws, and no representations have been made to the Investor that any such benefits will be available as a result of the Investor's acquisition, ownership or disposition of the Interest.

(o) **Publicly Traded Partnership.** The following representations are included with the intention of enabling the Partnership to qualify for the benefit of a "safe harbor" under U.S. Treasury Regulations from treatment of the Partnership as an entity subject to corporate income tax. The Investor *either*:

(1) is *not* a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes; or

(2) is a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes, and (i) at no time during the term of the Partnership will 65% or more of the value of any beneficial owner's direct or indirect interest in the Investor be attributable to the Investor's interests in the Partnership, (ii) less than 65% of the value of the Investor is attributable to the Investor's interests in the Partnership, and (iii) permitting the Partnership to satisfy the 100-partner limitation set forth in Section 1.7704-1(h)(1)(ii) of the U.S. Treasury Regulations is not a principal purpose of any beneficial owner of the Investor or of any person authorized to act on the Investor's behalf, for using the tiered arrangement within the meaning of U.S. Treasury Regulation Section 1.7704-1(h)(3)(ii).

(p) **Status as Disregarded Entity.** The Investor is not disregarded as an entity separate from its owner within the meaning of U.S. Treasury Regulation Section 301.7701-2(c)(2)(i) (a "**Disregarded Entity**").

(q) **No Borrowings.** The Investor has not borrowed any portion of its contribution to the Partnership, either directly or indirectly, from the Partnership, the General Partner, or any Affiliate of the foregoing.

(r) **Partnership Counsel Does Not Represent the Investors.** The Investor understands and acknowledges that Meitar | Law Offices ("**Counsel**") represents only the Partnership, the General Partner, the Management Company and certain of their respective Affiliates, and not the Investor, in connection with the formation of the Partnership and the sale of the Interest, and that the Investor should consult its own legal and tax advisers in connection therewith. The Investor also understands that no independent counsel has been retained to represent the Limited Partners. The Investor acknowledges that Counsel has not independently verified any factual assertions made to the Investor and is not responsible for the Partnership's compliance with its investment program or applicable law. The Investor represents that it has not relied upon Counsel's participation in the preparation of the Offering Materials or its representation of the parties named above in connection with its investment in the Partnership.

(s) **Privacy Notices.** The Investor acknowledges receipt of the notice attached hereto as Exhibit F regarding the privacy of consumer financial information pursuant to the privacy rules promulgated by the Federal Trade Commission and the SEC under section 504 of the U.S. Gramm-Leach-Bliley Act (the "U**.S. Privacy Notice**"), and agrees that the Interest is a financial product that the Investor has requested and authorized. In accordance with the Privacy Rules, the Investor acknowledges and agrees that the Partnership may disclose nonpublic personal information of the Investor to the Partnership's accountants, attorneys and other service providers as necessary to effect, administer and enforce the Partnership and its partners' rights and obligations, or as otherwise may be required by applicable law, rule or regulation. The Investor shall promptly provide the U.S. Privacy Notice to (i) each individual whose personal data the Investor has provided or will provide to the Partnership or any of its delegates in connection with the Investor's investment in the Partnership (such as a directors, trustees, employees, representatives, shareholders, Investors, clients, beneficial owners or agents) and (ii) any other individual connected to the Investor as may be requested by the Partnership or any of its delegates. The Investor shall also promptly provide to any such individual, on request by Partnership or any of its delegates, any updated versions of the U.S. Privacy Notice and the privacy notice (or other data protection disclosures) of any third party to which the Partnership or any of its delegates has directly or indirectly provided that individual's personal data.

The Investor represents and warrants that all personal data provided to the Partnership or its delegates by or on behalf of the Investor has been and will be provided in accordance with applicable laws and regulations, including, without limitation, those relating to privacy or the use of personal data. The Investor shall ensure that any personal data that the Investor provides to the Partnership or its delegates is accurate and up to date, and the Investor shall promptly notify the Partnership if the Investor becomes aware that any such data is no longer accurate or up to date.

The Investor acknowledges that the Partnership and/or its delegates may transfer and/or process personal data provided by the Investor outside of Israel and Investor hereby consents to such transfer and/or processing and further represents that it is duly authorized to provide this consent on behalf of any individual whose personal data is provided by the Investor.

(t) The Investor acknowledges receipt of the Partnership's privacy notice attached as Exhibit G (the "**Fund Privacy Notice**"). The Investor shall promptly provide the Fund Privacy Notice to (i) each individual whose personal data the Investor has provided or will provide to the Partnership or any of its delegates in connection with the Investor's investment in the Partnership (such as a directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) and (ii) any other individual connected to the Investor as may be requested by the Partnership or any of its delegates. The

Investor shall also promptly provide to any such individual, on request by Partnership or any of its delegates, any updated versions of the Fund Privacy Notice and the privacy notice (or other data protection disclosures) of any third party to which the Partnership or any of its delegates has directly or indirectly provided that individual's personal data.

(u) **Nominees and Custodians.** If the undersigned is acting as nominee or custodian for another person or entity in connection with the purchase or holding of the Interest, the undersigned has so indicated on its signature page hereto. The representations and warranties contained in this Section 2 regarding the "Investor" are true and accurate with regard to each person or entity for which the undersigned is acting as nominee or custodian. Without limiting the generality of the foregoing, the representations and warranties regarding the status of the Investor in the exhibits attached hereto are true with respect to, and accurately describe, each person or entity for which the undersigned is acting as nominee or custodian. Each person or entity for which the undersigned is acting as nominee or custodian will not Transfer or otherwise dispose of or distribute any part of its economic or beneficial interest in (or any other rights with respect to) the Interest without complying with all of the applicable provisions of the Partnership Agreement as if such person or entity were a direct Limited Partner of the Partnership and were transferring a direct limited partnership interest in the Partnership. If the undersigned is acting as nominee or custodian for another person or entity, the undersigned agrees to provide such other information as the General Partner may reasonably request regarding the undersigned and the person or entity for which the undersigned is acting as nominee or custodian in order to determine the eligibility of the Investor to purchase the Interest.

(v) **Final Form.** The Investor understands and acknowledges that its purchase of an Interest in the Partnership shall be subject to the terms and conditions of this Agreement and the Partnership Agreement, in each case in the definitive form as shall be executed by the parties hereto and thereto, and as the same may be amended from time to time in accordance with their respective terms.

(w) **No General Solicitation or General Advertisement.** The Investor acknowledges that it is not purchasing an Interest as a result of or subsequent to (i) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site that is not password protected) or broadcast over television or radio, or (ii) any seminar or meeting whose attendees, including the Investor, had been invited as a result of, subsequent to or pursuant to the foregoing. None of the Offering Materials or any other materials provided by the General Partner or any authorized representative thereof (taken individually or collectively) purport to satisfy the "prospectus" requirements that would apply to the issuance of the Partnership Interest if the offering of the Partnership Interest were a "public offering" within the meaning of the Securities Act or to otherwise satisfy standards of disclosure and transparency generally associated with such requirements.

(x) **Anti-Money Laundering**. The Investor hereby acknowledges that the Partnership seeks to comply with all applicable sanctions imposed under the laws, regulations or executive orders administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), pursuant to 31 C.F.R. Sub. B, Chap. V ("**OFAC Sanctions**"), the Anti Money Laundering Law 2000 of the State of Israel, and all other applicable laws concerning money laundering and related activities. In furtherance of those efforts, the Investor, on behalf of itself, its "controlling parties" (as defined below in this Section 2(x)) and any disclosed or undisclosed principal for which the Investor is acting as a nominee or other type of agent, certifies, based on appropriate diligence and investigation, that:

(1) it and any such controlling party and disclosed or undisclosed principal or any other person or entity of whom it is acting on behalf is not named on any prohibited lists maintained by the U.S. government, including, but not limited to, the OFAC list of Specially Designated Nationals and Blocked Persons or under the European Union ("**EU**") and United Kingdom ("**UK**") Regulations, and is not operationally

based or domiciled in a country or territory in relation to which current sanctions have been issued by the United Nations, EU or UK;

(2) it and any such controlling party and disclosed or undisclosed principal or any other person or entity of whom it is acting on behalf is not otherwise the target of any OFAC Sanctions or sanctions issued by the United Nations, EU or UK;

(3) none of the cash or property that the Investor has paid, will pay or will contribute to the Partnership has been or shall be derived from, or related to, any activity that is prohibited under the OFAC Sanctions or Israeli law, and no cash, property or item of value that Investor receives from the Partnership will be used in any transaction or manner that is prohibited under the OFAC Sanctions or Israeli law;

(4) none of the cash or property that the Investor has paid, will pay or will contribute to the Partnership has been or shall be derived from, or related to, any activity that is deemed criminal under United States law or Israeli law; and

(5) no contribution or payment by the Investor to the Partnership, to the extent that they are within the Investor's control, shall cause the Partnership or the General Partner to be in violation of the United States Bank Secrecy Act, as amended, or any regulation issued thereunder; the criminal money laundering provisions set forth in Title 18 of the United States Code; or the OFAC Sanctions.

For purposes of this Section 2(x), "controlling party" means any person or entity who owns more than 50% of the economic interest in another person or entity or controls the board of directors or similar governing body, the day-to-day operations or material business decisions of such other person or entity.

The Investor agrees to promptly provide to the General Partner any additional information regarding the Investor or its beneficial owners that the General Partner deems necessary or convenient to ensure compliance with all applicable laws concerning money laundering and similar activities. The Investor understands and agrees that if at any time it is discovered that any of the foregoing representations are incorrect, or if otherwise required by applicable law, regulation or administrative pronouncement related to money laundering and similar activities, the General Partner may undertake appropriate actions to ensure compliance with applicable laws, regulations and administrative pronouncements, including, but not limited to those actions described in the Partnership Agreement. The Investor further understands that the Partnership or General Partner may release confidential information about the Investor and, if applicable, any underlying beneficial owners, to proper authorities if the General Partner, in its sole discretion, determines that it is in the best interests of the Partnership in light of relevant rules, regulations and administrative pronouncements under the laws set forth in this Section 2(x).

The Investor represents and warrants that it is not and, to the best of its knowledge or belief, none of its beneficial owners, controllers or authorized persons ("**Related Persons**") (if any) is, a politically

exposed person[1], or a family member[2] or close associate[3] of a politically exposed person, or is acting on behalf of a politically exposed person, or is a shell bank[4]. Further, the Investor understands that enhanced due diligence may need to be undertaken, and the General Partner reserves the right to decline the subscription, where the Investor or any of its Related Persons is a politically exposed person, or a family member or close associate of a politically exposed person, or is acting on behalf of a politically exposed person. The Investor represents and warrants that, to the best of its knowledge, its subscription funds do not originate from, nor will they be routed through, an account maintained at a shell bank, and/or a bank organized or chartered under the laws of a country or territory that is designated by the FATF as a "High Risk Jurisdiction subject to a Call for Action".

The Investor acknowledges and agrees that (i) should the Investor or a Related Person be, or become at any time during its investment in the Partnership, a Sanctions Subject, the General Partner or its duly authorized delegate may immediately and without notice to the Investor cease any further dealings with the Investor and/or the Investor's interest in the Partnership until the Investor ceases to be a Sanctions Subject or a license is obtained under applicable law to continue such dealings (a "**Sanctioned Persons Event**"), and (ii) the Partnership, the General Partner, any administrator and any investment manager shall have no liability whatsoever for any liabilities, costs, expenses, damages and/or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of revenue, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) incurred by the Investor as a result of a Sanctioned Persons Event.

The Investor acknowledges that the Partnership and the General Partner or any of its or their directors or agents, may be compelled to provide information, subject to a request for information made by a regulatory or governmental authority or agency under applicable law. Disclosure of confidential information under such laws shall not be regarded as a breach of any duty of confidentiality and, in certain circumstances, the Partnership and the General Partner or any of its or their directors or agents, may be prohibited from disclosing that the request has been made.

(y) The Investor hereby acknowledges and agrees that the Partnership and the General Partner and/or any of its or their directors, employees or agents, may provide any information (including due to a request for information made thereby) to any taxation, regulatory or governmental authority, agency, or any other authority under any applicable law and jurisdiction and such disclosure is hereby approved and, in certain circumstances, the Partnership and the General Partner or any of its or their directors, employees or agents, may be prohibited from disclosing that the request has been made. The Investor is, and shall at all times remain, fully compliant with all its reporting obligations in connection with its investment in the Partnership and pays, and shall at all times pay, all taxes applicable to it in each relevant country in connection with its investment in the Partnership. The General Partner and/or the

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[1] "**politically exposed person**" means (a) a person who is or has been entrusted with prominent public functions by a foreign country, for example a Head of State or of government, senior politician, senior government, judicial or military official, senior executive of a state owned corporation, and important political party official; (b) a person who is or has been entrusted domestically with prominent public functions, for example a Head of State or of government, senior politician, senior government, judicial or military official, senior executives of a state owned corporation and important political party official; and (c) a person who is or has been entrusted with a prominent function by an international organization like a member of senior management, such as a director, a deputy director and a member of the board or equivalent functions.

[2] "**family member**" means the spouse, parent, sibling or child of a politically exposed person.

[3] "**close associate**" means any natural person who is known to hold the ownership or control of a legal instrument or person jointly with a politically exposed person, or who maintains some other kind of close business or personal relationship with a politically exposed person, or who holds the ownership or control of a legal instrument or person which is known to have been established to the benefit of a politically exposed person.

[4] "**shell bank**" means any institution that accepts currency for deposit and that (a) has no physical presence in the jurisdiction in which it is incorporated or in which it is operating, as the case may be, and (b) is unaffiliated with a regulated financial group that is subject to consolidated supervision.

Partnership may permit any bank to provide information and/or documents to any authorized authority. All the funds contributed by the Investor to the Partnership shall be legal and not subject to any money laundering. Any distribution from the Partnership shall be made to any account which owners are identical to the owners of the account from which the capital contributions were made. The Investor agrees that the General Partner may disclose and provide to any taxing authority or other relevant authority in any country any document and/or information with respect to its investments in the Partnership and waives any confidentiality with respect thereto.

(z) Investor has not and is not currently acting in any public office unless notice thereof was provided to the General Partner, together with the details of such office.

(aa) The Investor represents and warrants that, to the best of its knowledge, its subscription funds do not originate from, nor will they be routed through, an account maintained at a shell bank[5] and/or a bank organized or charted under the laws of a foreign country or territory that is designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force. Neither Investor nor any of its affiliates (i) has discretionary authority or control, or otherwise provides investment advice, with respect to the assets of the Partnership or (ii) provides investment advice for a fee (direct or indirect) with respect to the assets of the Partnership. For this purpose, an "affiliate" includes any person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person and "control" with respect to a person other than an individual means the power to exercise a controlling influence over the management of policies of such person.

(bb) The Investor represents and warrants that all personal data provided to the Partnership or its delegates by or on behalf of the Investor has been and will be provided in accordance with applicable laws and regulations, including, without limitation, those relating to privacy or the use of personal data. The Investor shall ensure that any personal data that the Investor provides to the Partnership or its delegates is accurate and up to date, and the Investor shall promptly notify the General Partner if the Investor becomes aware that any such data is no longer accurate or up to date.

(cc) **Residency.** Except as otherwise indicated on Exhibit A attached hereto: (i) the Investor is not a resident of Israel for Israeli income tax purposes, (ii) the Investor has not been organized or formed for the purpose of permitting an Israeli resident to invest in the Partnership as a party that is not a resident of Israel for Israeli income tax purposes, and (iii) not more than 25% of the rights for the incomes or profits of the Investor are beneficially owned by Israeli residents.

(dd) **Israeli Tax Ruling.** The Investor acknowledges that the Partnership intends to submit a request for, and negotiate the terms of, a ruling with the Israeli Tax Authorities with respect to the Israeli taxation of the Partnership and the Partners ("**ITA**" and the "**Israeli Tax Ruling**", respectively). There is no assurance that the Israeli Tax Ruling will be granted or that, if granted, it will be granted in the same manner and under the same terms provided in the application for the Israeli Tax Ruling, and thus the tax implications of an investment in the Partnerships may be different than as requested in the application for the Israeli Tax Ruling. Furthermore, the issuance of the Israeli Tax Ruling is not a condition to the closing of the Partnership. The General Partner shall be authorized to require any Partner to provide information in writing or otherwise, as may be required under, or in order to apply for, obtain, or to comply with, the Israeli Tax Ruling, and each Partner shall be obligated to use commercially reasonable efforts to timely comply in full with all such requirements. The Investor understands that the failure by the Investor

[5] **"shell bank**" means any institution that accepts currency for deposit and that (a) has no physical presence in the jurisdiction in which it is incorporated or in which it is operating, as the case may be, and (b) is unaffiliated with a regulated financial group that is subject to consolidated supervision.

to provide information and/or certifications as required by this Agreement, the Partnership Agreement and the Israeli Tax Ruling may result in the Investor's not receiving all or a portion of the benefits that may be conditioned on the provision of such information including without limitation the benefits of the Israeli Tax Ruling with respect to taxation of non-Israeli limited partners of the Partnership. By signing or acceding to this Agreement, each of the Partners hereby gives its prior consent to the terms of any Israeli Tax Ruling as those terms apply to such Partner. For the avoidance of doubt, each Partner acknowledges and understands that the issuance of the Israeli Tax Ruling and its terms are in the sole discretion of the ITA. Each Partner acknowledges that the Partnership shall neither be responsible to timely and fully report nor to pay taxes in any jurisdictions that may be relevant to each Partner's tax situation, in respect of the income allocable from the Partnership to such Partner.

(ee) **Reserved.**

(ff) **FOIA; Confidentiality.** Except to the extent otherwise disclosed to the General Partner and acknowledged by the General Partner in writing prior to its admission to the Partnership, the Investor represents that it is not a FOIA Partner (as defined herein). The Investor agrees to provide prompt written notice to General Partner if at any time during the term of the Partnership (i) it becomes a FOIA Partner, or (ii) it becomes aware of any reason, whether under law, regulation, policy or otherwise, that it or any of its equity holders will, or might become compelled to, use the Partnership Information other than as contemplated by 14.8.8 of the Partnership Agreement or disclose Partnership Information in violation of the confidentiality restrictions in 14.8.8 of the Partnership Agreement. For purposes of this Agreement, a "FOIA Partner" shall mean any Investor that is (A) directly or indirectly subject to either section 552(a) of Title 5, United States Code (commonly known as the "Freedom of Information Act") or any similar federal, state, county or municipal public disclosure law, whether foreign or domestic; (B) subject, by regulation, contract or otherwise, to disclose Partnership Information to a trading exchange or other market where interests in such person are sold or traded, whether foreign or domestic; (C) required to or will likely be required to disclose Partnership Information to a governmental body, agency or committee (including, without limitation, any disclosures required in accordance with the U.S. Ethics in Government Act of 1978, as amended, and any rules and regulations of any executive, legislative or judiciary organization), whether foreign or domestic, by virtue of such person's (or any of its Affiliate's) current or proposed involvement in government office; (D) an agent, nominee, fiduciary, custodian or trustee for any person described in the preceding clauses (A) through (C) where Partnership Information provided or disclosed to such person by the Partnership or the General Partner is provided or could at any time become available to such person described by the preceding clauses (A) through (C); or (E) an investment fund or other entity that has any person described in the preceding clauses (A) through (C) as a partner, member or other beneficial owner where Partnership Information provided or disclosed to such person by or on behalf of the Partnership or the General Partner is disclosed to or could at any time become available to such person described by the preceding clauses (A) through (C).

(gg) **Compliance with FINRA Rules.** If the Partnership or a Portfolio Company determines to invest in securities that are part of a "new issue" within the meaning of the rules of the Financial Industry Regulatory Authority ("**FINRA**") (including FINRA Rule 5130), the Investor agrees to timely provide to the General Partner upon request such information as may be necessary or appropriate, as determined by the General Partner, to enable the Partnership to comply with all applicable FINRA rules; including, without limitation, representations as to the Investor's "restricted person" status, FINRA affiliations and associations. The failure to timely respond to any such request by the General Partner may result in (i) the Investor's Interest being treated as held by a "restricted person" for purposes of FINRA Rule 5130 with no exemption to the rule applicable, and/or (ii) the Investor being excluded from receiving any allocation of income related to an investment in "new issue" securities.

(hh) **Warehouse Investments**. The Investor acknowledges, confirms and ratifies that the General Partner, the Principals or anyone on their behalf may have commenced operations intended to be taken over by the Partnership prior to its formation and/or prior to the execution of the Partnership Agreement including, without limitation, making investments therefor (the "**Warehouse Investments**"). Warehouse Investments may be held by the General Partner, a Principal or anyone on their behalf, and shall be transferred to the Partnership on or around the Initial Closing Date at cost in the manner determined by the General Partner (including, without limitation, in kind contribution).

(ii) **Investment in the Partnership**. The Investor is *not* an "investment company" as defined in the Investment Company Act. The Investor's stockholders, partners, members or other beneficial owners, if any, have no individual discretion as to their participation or non-participation in the purchase of the Interest and will have no individual discretion as to their participation or non-participation in particular investments made by the Partnership. The Investor was not organized or recapitalized (and is not to be recapitalized) for the specific purpose of acquiring the Interest. The Investor has not and will not invest more than 40% of its "committed capital" in the Partnership.

(jj) The Partnership Interest is not expected to be evidenced by a certificate subject to Article 8 of the Uniform Commercial Code.

(kk) No governmental agency has made any finding or determination as to the fairness of the terms of the offering and sale of the Partnership Interest or of the Partnership.

(ll) **"Bad Actor" Status**. The Investor, after due inquiry, represents and warrants neither the Investor, nor any person who for purposes of Rule 506(d) and Rule 506(e) (collectively, the "**Bad Actor Rule**") of the Securities Act beneficially owns or will beneficially own Investor's Partnership Interest is subject to any conviction, order, judgment, decree, suspension, expulsion or bar described in the Bad Actor Rule, whether it occurred or was issued before, on or after September 23, 2013, and agrees that it will notify the Partnership, immediately upon becoming aware that the foregoing is not, or is no longer, complete and accurate in every material respect, including as a result of events occurring after the date of this Subscription Agreement.

(mm) Investor is not (a) an ERISA Limited Partner[6]. Investor is not a BHC Limited Partner[7]. Investor is not a municipal entity or an "obligated person" under U.S. law.

3. **Closing and Capital Contributions.** The closing of the sale and purchase of the Interest (the "**Closing**") shall take place on such date and at such time and place as shall be selected by the General Partner. The initial capital contribution for the purchase of the Investor's Interest as well as each additional capital contribution shall take place at such times and in the manner specified in the Partnership Agreement.

4. **Agreements with Other Limited Partners.** The purchases of the Interest by the Investor and interests in the Partnership by the other Limited Partners are to be separate purchases from the Partnership and the sales of the Interest to the Investor and interests in the Partnership to the other Limited

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[6] An ERISA Limited Partner is: (i) an "employee benefit plan" within the meaning of Section 3(3) of ERISA and subject to Part 4 of Subtitle B of Title I of ERISA; (ii) a "plan" within the meaning of and subject to Section 4975 of the Code; (iii) a "governmental plan" within the meaning of Section 3(32) of ERISA; (iv) a benefit plan investor that would be subject to ERISA but for the fact that it meets the requirements of a "church plan" within the meaning of Section 414(e) of the Code and Section 3(33) of ERISA or (v) v) any other entity or account, any of the assets of which constitute "plan assets," within the meaning of Section 3(42) of ERISA, of a plan described in (i) or (ii) above or any other entity in which a plan described in (iii) or (iv) holds a majority of the interests or interests sufficient to subject the entity to applicable laws governing the plan in (i), (ii) or (iii).

[7] A BHC Limited Partner is a Limited Partner that is subject to the United States Bank Holding Company Act of 1956, as amended, and has notified the General Partner of such fact.

Partners are to be separate sales by the Partnership. This Agreement and the subscription agreements to be executed by such other Limited Partners are sometimes collectively referred to herein as the "Subscription Agreements."

5. **Power of Attorney.**

(a) The Investor hereby appoints the General Partner, and each person from time to time serving as a member, director or officer of the general partner of the General Partner (collectively, the "Attorneys"), and each acting singly with full power of substitution, as the Investor's agent and attorney-in-fact, in its name, place and stead, to make, execute, sign, acknowledge and deliver or file for and on behalf of the Investor, and in its name, place and stead (i) the Partnership Agreement substantially in the form provided to the Investor and/or any other document required to admit the Investor as a Limited Partner, (ii) all instruments, documents and certificates which may, from time to time, be required to obtain and maintain the effectiveness of the Israeli Tax Ruling, including an acknowledgement addressed to the Israeli Tax Commission, (iii) any documentation in order to admit a limited partner to the Partnership and enable them to become a party to the Partnership Agreement and any Subscription Agreement and (iv) any other certificate, consent, or other instrument which may be required by law to be filed by the Partnership or the partners thereof under the laws of any country, territory, state or other jurisdiction, if the Attorney deems such filing necessary or desirable, in each case said signature thereon on behalf of the Investor being conclusive evidence of the approval of the Investor of the terms thereof.

(b) The foregoing grant of authority (1) is a special power of attorney deemed coupled with an interest in favor of and to secure obligations owed to the Attorney and as such shall be irrevocable and shall survive the death or disability of a Limited Partner that is a natural person or the merger, dissolution or other termination of the existence of a Limited Partner that is a corporation, association, partnership, limited liability company or trust, and (2) shall survive the assignment by the Limited Partner of the whole or any portion of its Interest, except that where the assignee of the whole thereof has furnished a power of attorney, this power of attorney shall survive such assignment for the sole purpose of enabling the Attorneys to execute, acknowledge and file any instrument necessary to effect any permitted admission of the assignee for the assignor as a Limited Partner and shall thereafter terminate. The Investor hereby acknowledges that it and each other Limited Partner has executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership's affairs.

6. **Expenses.** Each party hereto will pay its own expenses relating to this Agreement and the purchase of the Investor's Interest in the Partnership hereunder.

7. **Amendments.** Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except with the written consent of the Investor and the General Partner.

8. **Reduction or Rejection of Subscription.** The Investor acknowledges that the subscription for the Interest contained herein may be reduced or rejected by the General Partner in its sole discretion at any time prior to the Closing. If the subscription is rejected in full by the General Partner, this Subscription Agreement shall thereafter be deemed terminated and without further force or effect.

9. **FATCA.**

For the purposes of the following provisions, "AEOI" means:

i. sections 1471 to 1474 of the US Internal Revenue Code of 1986 and any associated legislation, regulations or guidance, and any other similar legislation, regulations or

guidance enacted in any other jurisdiction which seeks to implement similar financial account information reporting and/or withholding tax regimes;

ii. the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters – the Common Reporting Standard (the "**CRS**") and any associated guidance;

iii. any intergovernmental agreement, treaty, regulation, guidance or any other agreement between the Israel and the US, the UK or any other jurisdiction (including any government bodies in such jurisdiction), entered into in order to comply with, facilitate, supplement or implement the legislation, regulations or guidance described in paragraph (i); and

iv. any legislation, regulations or guidance in Israel that give effect to the matters outlined in the preceding paragraphs.

The Investor acknowledges and agrees that:

(a) the Partnership is required to comply with the provisions of AEOI;

(b) it will provide, in a timely manner, such information regarding the Investor and its beneficial owners and such forms or documentation as may be requested from time to time by the Partnership (whether by its General Partner or other agents) to enable the Partnership to comply with the requirements and obligations imposed on it pursuant to AEOI, specifically, but not limited to, forms and documentation which the Partnership may require to determine whether or not the relevant investment is a "Reportable Account" (under any AEOI regime) and to comply with the relevant due diligence procedures in making such determination;

(c) any such forms or documentation requested by the Partnership or its agents pursuant to paragraph (b), or any financial or account information with respect to the Investor's investment in the Partnership, may be disclosed to the Israeli Tax Authorities (or any other Israeli governmental body which collects information in accordance with AEOI) and to any withholding agent where the provision of that information is required by such agent to avoid the application of any withholding tax on any payments to the Partnership;

(d) it waives, and/or shall cooperate with the Partnership to obtain a waiver of, the provisions of any law which:

(i) prohibits the disclosure by the Partnership, or by any of its agents, of the information or documentation requested from the Investor pursuant to paragraph (b); or

(ii) prohibits the reporting of financial or account information by the Partnership or its agents required pursuant to AEOI; or

(iii) otherwise prevents compliance by the Partnership with its obligations under AEOI;

(e) if it provides information and documentation that is in any way misleading, or it fails to provide the Partnership or its agents with the requested information and documentation necessary in either case to satisfy the Partnership's obligations under AEOI, the Partnership reserves the right (whether or not such action or inaction leads to compliance failures by the Partnership, or a risk of the Partnership or its investors being subject to withholding tax or other costs, debts, expenses, obligations or liabilities (whether external, or internal, to the Partnership) (together, "**costs**") under AEOI:

(i) to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of the Investor; and

(j) (to hold back from any redemption or repurchase proceeds, dividend payments or any other distributions, or to deduct from the Investor's distributions, any costs caused (directly or indirectly) by the Investor's action or inaction; and

(f) it shall have no claim against the Partnership, or its agents, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Partnership in order to comply with AEOI.

The Investor hereby indemnifies the Partnership, the General Partner and the Management Company, and each of their respective principals, members, managers, officers, directors, stockholders, employees and agents (each an "AEOI Indemnitee") and holds them harmless from and against any AEOI related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which the Partnership, the General Partner and/or the Management Company may incur as a result of any action or inaction (directly or indirectly) of the Investor (or any related person) described in paragraphs (a) to (f) above. This indemnification shall survive the Investor's death or disposition of its interest in the Partnership.

10. **Additional Investor Information; Indemnity.** The Investor understands that the information provided herein (including the exhibits hereto) will be relied upon by the Partnership and the General Partner for the purpose of determining the eligibility of the Investor to purchase the Interest. The Investor agrees to provide, if requested, any additional information that may be requested by the General Partner to determine the eligibility of the Investor to purchase or hold the Interest. The Investor represents and agrees that the information provided herein (including the exhibits hereto) regarding the Investor is true, complete, and correct as of the date it executes this Agreement and will be true and correct as of the Closing and as of the date of each capital contribution by the Investor to the Partnership. Without limiting the generality of the foregoing, if there should be any change in the information provided herein or in any exhibit or schedule hereto regarding the Investor prior to the Closing or at any time during the term of the Partnership, the Investor will immediately furnish revised or corrected information to the General Partner in writing. The Investor will furnish to the Partnership, upon request, any other information about the Investor determined by the General Partner to be necessary or convenient for the formation, operation, dissolution, winding up or termination of the Partnership, or otherwise in connection with the laws and regulations of the State of Israel or any other jurisdiction whose regulations apply to the Partnership or its duly authorized delegate; provided that (A) such other information is in the Investor's possession or is available to the Investor without unreasonable effort or expense and (B) the Investor's obligations with respect to such other information shall not apply to information that the Investor is required by law or agreement to keep confidential. The Investor agrees to indemnify and hold harmless the Partnership, the General Partner, any Affiliate of the Partnership or the General Partner, and any director, officer, partner, member, manager, employee, or agent of any such party against any loss, damage, or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Agreement (including the exhibits hereto) or in any other documents provided by the Investor to the Partnership or the General Partner in connection with the Investor's investment in the Partnership. Notwithstanding any provision of the Partnership Agreement to the contrary, all representations, warranties, acknowledgements and agreements of the Investor contained in this Subscription Agreement shall survive the execution and delivery of this Subscription Agreement and the admission of the Investor as a limited partner.

A person who is not a party to this Agreement may not, in its own right or otherwise, enforce any term of this Agreement, except that each person indemnified hereunder (an "**Indemnified Person**") may in their own right enforce Section 10 of this Agreement subject to and in accordance with the provisions of applicable law. Notwithstanding any other term of this Agreement, the consent of any person who is not a

party to this Agreement (including without limitation any Indemnified Person) is not required for any amendment to, or variation, release, rescission or termination of this Agreement.

11. **Withholding Forms.** The Investor represents, warrants and agrees that it will provide in a timely manner such information regarding the Investor and its beneficial owners and forms as requested by the General Partner, including a properly completed Internal Revenue Service ("**IRS**") Tax Form W-8BEN, W-8BEN-E, W-8IMY, W-8EXP or W-8ECI (each, a foreign person certificate) or W-9 (a U.S. person certificate), as appropriate, any forms requested by the General Partner to comply with the Partnership's obligations under Sections 1471 through 1474 of the U.S. Internal Revenue Code (or any guidance or regulations promulgated pursuant to such Code Sections), and the forms of any other national, provincial, state, local or other taxing authority (including, on the date of this Agreement, the appropriate CRS Self Certification), and shall cooperate with the General Partner upon its request in order to maintain appropriate records and provide for withholding amounts under applicable tax laws, if any, relating to the Investor's Interest in the Partnership, and, further, in the event that the Investor fails to provide such information and/or forms, the General Partner, the Partnership and their respective direct or indirect partners, members, managers, officers, directors, employees, agents, service providers and their Affiliates shall have no obligation or liability to the Investor with respect to any tax matters or obligations that may be assessed against the Investor or its beneficial owners. The Investor expressly acknowledges that such tax forms and withholding information may be provided to any withholding agent that has control, receipt or custody of the income of which the Investor is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the Investor is the beneficial owner. Notwithstanding anything in this Agreement or in the Partnership Agreement to the contrary, the Investor hereby waives the application of any non-U.S. law to the extent such law would prevent the Partnership or the General Partner from reporting to the IRS and/or the U.S. Treasury any information required to be reported pursuant to Internal Revenue Code Sections 1471 through 1474 (or any guidance or regulations promulgated pursuant to such Code Sections) with respect to the Investor or its beneficial owners.

12. **Non-Petition.** The Investor agrees that it shall not, under any circumstances, file a winding up petition on the just and equitable ground against the Partnership in connection with its investment in the Partnership or make any other equivalent application before the courts of any jurisdiction.

13. **General.** This Agreement (i) shall be binding upon the Investor and the legal representatives, successors and permitted assigns of the Investor, (ii) shall survive the admission of the Investor as a Limited Partner of the Partnership, (iii) shall not be assignable by the Investor without the prior written consent of the General Partner, and (iv) shall, if the Investor consists of more than one person or entity, be the joint and several obligation of all such persons or entities. Two or more duplicate originals of this Agreement may be executed by the undersigned and accepted by the Partnership and/or General Partner, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of Israel. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Captions and headings in this Agreement are for convenience of reference only, and shall not limit or otherwise affect the meaning hereof.

* * *

THE INVESTOR MUST COMPLETE, SIGN AND DELIVER THE FOLLOWING LIMITED PARTNER SIGNATURE PAGE AND EXHIBITS TO THE GENERAL PARTNER

LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned executes this Agreement and acknowledges by its signature below that it (i) has reviewed this Agreement and such additional information it deems appropriate in connection with its investment in the Partnership, and (ii) agrees to be bound by the terms hereof on the date first set forth above. Upon acceptance below by the General Partner, the undersigned shall be admitted as a Limited Partner of the Partnership.

Investment Capital Commitment in USD:

$_____

_____
(Print or Type Name of the Investor)

State/Province and Country of Residence of Investor for Tax Purposes:_____

By: _____

Social Security or Tax Identification No.:

_____

(Print Name)_____

(Title, if applicable)_____

Address of Investor (please refer to §2(i)):

_____

_____

For Individuals Only: if the Investor is an individual signing this Agreement on his or her own behalf, the Investor's signature must be witnessed and such witness must sign below:

In the presence of:

Telephone No.:_____

Facsimile No.:_____

E-mail address:_____

By: _____ *[Signature]*

(Print Name of Witness)_____

Type of Entity (*e.g.*, individual, corporation, estate, trust, partnership, tax exempt organization, nominee, custodian): _____

If the year end of the Investor for tax purposes is *not* December 31, specify tax year end:_____

Non-U.S. Partner[8]	Yes ____	No ____	ERISA Partner[9]	Yes ____	No ____
Tax-Exempt Partner[10]	Yes ____	No ____	FOIA Partner	Yes ____	No ____
Fund of Funds	Yes ____	No ____	Domestic Grantor trust	Yes ____	No ____

[8] Any Partner that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code, or is a partnership or other flow-through entity, if any partner, member or other beneficial owner of such partnership or other flow-through entity is not a United States person.

[9] Any Limited Partner which (i) is (1) an "employee benefit plan" within the meaning of Section 3(3) of ERISA and subject to Part 4 of Subtitle B of Title I of ERISA, (2) a "plan," as defined in Section 4975(e)(1) of the Code, to which the provisions of Section 4975 of the Code are applicable, or (3) any other entity or account, any of the assets of which constitute "plan assets," within the meaning of the Plan Assets Regulation, of a plan described in (i)(1) or (i)(2) above.

[10] Any Partner that is generally exempt from federal income taxation under Section 501 of the Code, or is a partnership or other flow-through entity for United States federal income tax purposes if any partner, member or other beneficial owner of such partnership or other flow-through entity is so exempt.

Type of Individual or Entity.

Please mark the category that applies to the Investor:

_____ Individual (*i.e.*, a natural person)

_____ Individual Retirement Account, Keogh, 401(k) Plan or similar individual retirement plan

_____ Limited Partnership

_____ Limited Liability Company

_____ General Partnership

_____ Corporation

_____ Revocable Trust

_____ Other type of Trust (indicate type of Trust below):

_____

_____ Other type of organization (indicate type of organization below):

_____

The Investor is transferring funds from a bank account in its name Yes ____ No ____

Name of bank: _____

Country where bank is located: _____*

*Additional information may be required per the Investor's answer to these questions.

The General Partner for itself and on behalf of the Partnership and existing Limited Partners of the Partnership hereby accepts the foregoing subscription and admits the Investor as an additional Limited Partner.

Executed by:

M.O.F G.P., L.P., by its general partner MOSHE BAT SHEVA AVRAHAM LTD., on its own behalf and on behalf of each Limited Partner of the Partnership and on behalf of the Partnership.

By: _____
Name:
Title:
Date:

LIMITED PARTNER CONTACT INFORMATION

Please complete the following information for each individual who will receive notices and other communications from the Partnership or the General Partner:

Name:	Authorized to receive: (Check all that apply)	Primary or CC
Title:	Annual and Quarterly Reports	☐ ☐
Address:	Capital Call Notices	☐ ☐
	Stock Distribution Notices	☐ ☐
	Cash Distribution	☐ ☐
	K1 Statements	☐ ☐
	Legal Documents	☐ ☐
Phone:		
Fax:		
Email:		

Name:	Authorized to receive: (Check all that apply)	Primary or CC
Title:	Annual and Quarterly Reports	☐ ☐
Address:	Capital Call Notices	☐ ☐
	Stock Distribution Notices	☐ ☐
	Cash Distribution	☐ ☐
	K1 Statements	☐ ☐
	Legal Documents	☐ ☐
Phone:		
Fax:		
Email:		

Name:	Authorized to receive: (Check all that apply)	Primary or CC
Title:	Annual and Quarterly Reports	☐ ☐
Address:	Capital Call Notices	☐ ☐
	Stock Distribution Notices	☐ ☐
	Cash Distribution	☐ ☐
	K1 Statements	☐ ☐
	Legal Documents	☐ ☐
Phone:		
Fax:		
Email:		

Name:	Authorized to receive: (Check all that apply)	Primary or CC
Title:	Annual and Quarterly Reports	☐ ☐
Address:	Capital Call Notices	☐ ☐
	Stock Distribution Notices	☐ ☐
	Cash Distribution	☐ ☐

	K1 Statements	☐	☐
	Legal Documents	☐	☐

Phone:
Fax:
Email:

PROPRIETARY AND CONFIDENTIAL

Exhibit A

ISRAELI TAX STATUS

(Please Check All that Apply)

☐ The Investor is a resident of Israel for Israeli income tax purposes.

☐ The Investor is organized or formed for the purpose of permitting an Israeli resident to invest in the Partnership.

☐ Less than 25% of the beneficial ownership in the right to incomes or profits or other means of control in the Investor lies with Israeli residents.

☐ The Investor is not a resident of Israel for Israeli income tax purposes. The investor is a resident of _____ for income tax purposes. The Investor has not been organized or formed for the purpose of permitting an Israeli resident to invest in the Partnership.

☐ The Investor is exempt from tax in its country of residence. The exemption is under section ____ of _____, because the Investor is _____. *[Please provide the applicable exemption under the applicable code or law of Investor's jurisdiction of residence.]*

☐ The Investor is an exempt foreign investor in accordance with the following definition of 'exempt foreign investor':

"A pension or long-term savings entity or public institution, that is a resident of a country with which Israel has a treaty for the avoidance of double taxation, and is permanently tax exempt in its country of residence, including in respect of the investments which are the subject matter of the Israeli Tax Ruling, were such investments made in its country of residence, and is similar in character to the corresponding Israeli entity (a provident fund or public institution)." *[If this box is checked, the Investor needs to provide the General Partner with either a certificate from an accountant or lawyer and a certificate that such exempted foreign investor invests directly in the Fund and its investment is not a conduit for investments by another entity]*

☐ Other than the beneficial owners of the Investor listed below, the Investor is not aware of any of its beneficial owners being Israeli residents for Israeli income tax purposes: *[if the Investor has no beneficial owners that are Israeli residents for Israeli tax purposes, please write "none"; In the event that Investor is a "Fund of Funds" or another pooled investment vehicle, ____% of beneficial ownership of Investor lies with non-Israeli residents, ____% lies with Israeli exempt investor, ____% lies with Israeli non-exempt investor)*

☐ The Investor does not have a permanent establishment or other place of business in Israel.

☐ The Investor is not subject to tax in Israel on his income from the Fund by virtue of being the settlor, trustee or beneficiary of a trust (*to be completed only in case of settlor, trustee or beneficiary of a trust)*.

☐ The Investor is a partnership, intermediary or other flow-through entity that is not itself subject to tax in its country of organization, but rather the interest holders of such entity are required to recognize their allocable share of the entity's income.

_____

(Print or Type Name of the Investor)

By:
(Name)
(Title, if applicable)

Exhibit B

U.S. TAX STATUS AND TAX COMPLIANCE MATTERS

Please mark all that apply. *If Investor is an entity that is disregarded as separate from its owner for U.S. federal income tax purposes (a "Disregarded Entity"), please make the representations, warranties, covenants and agreements from the perspective of the first direct or indirect beneficial owner of Investor that is not a Disregarded Entity ("Investor's Owner"). If the Investor is a grantor trust for U.S. federal income tax purposes (a "Grantor Trust"), please make the representations, warranties, covenants and agreements from the perspective of each grantor or other person that is treated as the owner of the Grantor Trust under Sections 671-679 of the Internal Revenue Code of 1986, as amended (the "Code")*.

☐ Investor is a "United States person" as defined in Section 7701(a)(30) of the Code and has completed and delivered with this Subscription Agreement or will complete and deliver to the Partnership an Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification); or

☐ Investor is not a "United States person" as defined in Section 7701(a)(30) of the Code and has completed and delivered with this Subscription Agreement or will complete and deliver to the Partnership an appropriate Internal Revenue Service Form W-8 (Certificate of Foreign Status).

☐ If the Investor is a partnership, Grantor Trust, S corporation or other entity treated as a pass-through entity for U.S. federal tax purposes (a "Pass-Through Entity"): (i) at no time will 50% or more of the value of any beneficial owner's direct or indirect interest in Investor be attributable to Investor's interest in the Partnership; (ii) at no time will 50% or more of Investor's value be attributable to Investor's interest in the Partnership; and (iii) Investor's beneficial owners are not investing in the Partnership through a Pass-Through Entity with a principal purpose of permitting the Partnership to satisfy the 100-partner limitation set forth in Treasury Regulations Section 1.7704-1(h) (regarding the private placement safe harbor from treatment as a publicly traded partnership). In addition, Investor understands that the Partnership is not intended to be treated as a publicly traded partnership taxable as a corporation under the rules of Section 7704 of the Code. Investor hereby covenants and agrees that Investor (i) is not currently making a market in its Partnership Interest and (ii) will not transfer its Partnership Interest on an established securities market or a secondary market (or the substantial equivalent thereof) within the meaning of Sections 469(k)(2) and 7704(b) of the Code (and any Treasury Regulations, revenue rulings, or other official pronouncements of the Internal Revenue Service or the Treasury Department promulgated or published thereunder). If Investor is a Disregarded Entity or Grantor Trust and Investor's Owner or the grantor is a Pass-Through Entity, Investor represents and warrants that the representations in this Section 0 would be true if all references to "Investor" were replaced with "Investor's Owner" or the grantor, as applicable.

☐ If the Investor is a Disregarded Entity or a Grantor Trust, Investor acknowledges and agrees that the provisions of the Partnership Agreement regarding transfers of limited partnership interests will apply, in addition to Investor, to each of the following, as applicable: (i) Investor's Owner, (ii) each grantor or other owner of a Grantor Trust (each such person described in clause (i) or (ii) above, a "Tax Owner"), (iii) each intermediate entity as if each such owner were a Limited Partner under the Partnership Agreement; and (iv) any transaction pursuant to which a

Tax Owner ceases to be treated as the owner of Investor's Partnership Interest for U.S. federal income tax purposes.

☐ If the Investor (or if Investor is a Disregarded Entity, Investor's Owner) is a Grantor Trust that is a United States person, as defined in Section 7701(a)(30) of the Code, then Investor represents and warrants that Investor is wholly owned by a single owner for U.S. federal income tax purposes. The representation set forth in the preceding sentence is made by Investor under penalties of perjury, on behalf of itself or Investor's Owner, as applicable.

_____
(Print or Type Name of the Investor)

[Sign Below]:

By:_____

(Name)_____

(Title, if applicable)_____

Exhibit C

ACCREDITED INVESTOR STATUS

The Investor hereby represents and warrants that it is correctly and in all respects described by the category or categories set forth below.

(Please Check All That Apply)

☐ A natural person whose net worth, either individually or jointly with Investor's spouse, exceeds $1,000,000 (excluding Investor's primary residence and indebtedness thereon up to the gross value of such residence, except that if the amount of such indebtedness outstanding at the time of Investor's admission to the Partnership exceeds the amount of such indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability in the determination of Investor's net worth).

☐ The Investor is a natural person who had individual income in excess of $200,000, or joint income with that person's spouse in excess of $300,000, in the previous two calendar years and reasonably expects to reach the same income level in the current calendar year.

☐ A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or a fiduciary capacity.

☐ A broker or dealer registered pursuant to Section 15 of the Exchange Act:

☐ An insurance company as defined in Section 2(13) of the Securities Act.

☐ An investment company registered under the Investment Company Act or a business development company as defined in Section 2(a)(48) of the Investment Company Act.

☐ A Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

☐ A plan with total assets in excess of $5,000,000 that has been established and is maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees.

☐ An employee benefit plan within the meaning of ERISA: (x) the investment decisions of which are made by a plan fiduciary, as defined in Section 3(21) of ERISA, that is a bank, savings and loan association, insurance company, or registered investment adviser; (y) which is not a self-directed plan and has total assets in excess of $5,000,000; or (z) which is a self-directed plan the investment decisions of which with respect to an investment in the Partnership are made solely by persons that are accurately described by one or more paragraphs of this Exhibit C.

☐ A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act.

☐ An entity that: (x) has total assets in excess of $5,000,000; (y) was not organized or reorganized and is not operated for the specific purpose of acquiring the Partnership Interest or any other interest in the Partnership; **and** (z) is: (i) a corporation, partnership, or limited liability company; or (ii) an organization described in Section 501(c)(3) of the Code; **or** (iii) a Massachusetts or similar business trust.

☐ A general partner or managing member of the Partnership, or a director, executive officer, general partner or managing member of the General Partner.

☐ A trust that: (x) has total assets in excess of $5,000,000; (y) was not organized or reorganized and is not operated for the specific purpose of acquiring the Partnership Interest or any other interest in the Partnership; and (z) is directed, for purposes of acquiring the Partnership Interest, by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Partnership Interest.

☐ A revocable trust, all of whose grantors qualify under any of the foregoing paragraphs.

☐ An entity (other than a trust), all of the equity holders of which qualify under any of the foregoing paragraphs.

☐ **NOT** accurately described by any of the foregoing paragraphs.

_____
(Print or Type Name of the Investor)

[Sign Below]:

By:_____

(Name)_____

(Title, if applicable)_____

Exhibit D

INVESTMENT COMPANY ACT REPRESENTATIONS

The Investor hereby represents and warrants that it is correctly and in all respects described by the category or categories set forth below.

(Please Check All That Apply)

A.

The Investor is a "qualified purchaser" as defined in Section 2(a)(51)(A) of the Investment Company Act as a result being one of the following:

☐ A natural person who owns not less than $5,000,000 in Investments. For this purpose, Investments owned by Investor include all Investments that are Investor's separate property and any Investments held jointly with Investor's spouse, as community property or otherwise, but do not include Investments that are the separate property of Investor's spouse unless the Partnership Interest will be a joint investment of Investor and Investor's spouse.

☐ A natural person who has discretionary investment authority with regard to at least $25,000,000 of Investments, including for this purpose solely Investor's own Investments and Investments of third parties that are themselves accurately described by one or more paragraphs of this Section A.

☐ A corporation, partnership, limited liability company, trust or other organization that: (x) was not organized or reorganized and is not operated for the specific purpose of acquiring the Partnership Interest or any other interest in the Partnership, and less than 40% of the assets of which will consist of interests in the Partnership (calculated as of the time of Investor's execution of this Subscription Agreement and Investor's admission to the Partnership); (y) owns not less than $5,000,000 in Investments; and (z) is owned directly or indirectly solely by or for two or more natural persons who are related as siblings or spouses (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons.

☐ A trust: (x) that is not described above; (y) that was not organized or reorganized and is not operated for the specific purpose of acquiring the Partnership Interest or any other interest in the Partnership, and less than 40% of the assets of which will consist of interests in the Partnership (calculated as of the time of Investor's execution of this Subscription Agreement and Investor's admission to the Partnership); and (z) with respect to which each of the settlors and other contributors of assets, trustees, and other authorized decision makers is a person described in the paragraphs above.

☐ An entity that: (x) was not organized or reorganized and is not operated for the specific purpose of acquiring the Partnership Interest or any other interest in the Partnership, and less than 40% of the assets of which will consist of interests in the Partnership (calculated as of the time of Investor's execution of this Subscription Agreement and Investor's admission to the Partnership); and (y) has discretionary investment authority with regard to at least $25,000,000 of Investments, whether for its own account or for the account of other persons that are themselves accurately described by one or more other paragraphs of this Section A.

☐ A Qualified Institutional Buyer within the meaning of Rule 2a51-1(g) under the Investment Company Act

☐ An entity, each and every beneficial owner of which is accurately described by one or more of the foregoing paragraphs of this Section or is itself an entity each and every beneficial owner of which is accurately described by one or more of the foregoing paragraphs of this Section A.

B. ☐ The Investor is <u>not</u> a "qualified purchaser" as described in any of the above categories of (A).

C. Please mark all that apply:

☐ (1) Investor was organized or reorganized for the specific purpose of acquiring the Partnership Interest and/or Investor's subscription amount will constitute 40% or more of Investor's total assets (calculated as of the time of Investor's execution of this Subscription Agreement and Investor's admission to the Partnership)

☐ (2) With respect to investments made by Investor (including the Subscription), Investor's beneficial owners are entitled to exercise investment discretion such that: (x) Investor's beneficial owners may not always (through their interest in Investor) participate in each investment; or (y) the degree of participation in such investments by Investor's beneficial owners (through their interest in Investor) may vary from investment to investment

☐ (3) Investor is an Investment Company[11] or an Excepted Investment Company[12] and is committing US$10,000,000 or more to the Partnership

☐ None of the foregoing paragraphs of this Section apply to Investor

If Investor marked (1)-(3) directly above, Investor will have as of the Closing:

____beneficial owners that are individuals (enter number of individual shareholders, partners, members, grantors, beneficiaries or other owners); and

____beneficial owners that are entities (enter number of entity shareholders, etc.)

As to each such beneficial owner, if any of (1)-(3) above applies to such beneficial owner, calculate the number of such beneficial owners that are individual owners and entity owners until Investor is no longer able to "look-through" its entity owners, and total all of Investor's beneficial owners at that point. **Please provide all the information requested herein on Attachment X.**

---

[11] The term "Investment Company" means any issuer which:
(a) Is, or holds itself out as being engaged primarily, in the business of investing, reinvesting, or trading in securities;
(b) Is engaged or proposes to engage in the business of issuing face-amount certificates of the installment type, or has been engaged in such business and has any such certificate outstanding; or
(c) Is engaged, or proposes to engage in the business of investing, reinvesting, owning, holding or trading in securities, and owns or proposes to acquire investment securities having a value exceeding 40% of the value of such issuer's total assets (exclusive of Government securities and cash items) on an unconsolidated basis.
As used in this definition, "investment securities" includes all securities, except (i) government securities, (ii) securities issued by employees' securities companies, and (iii) securities issued by majority-owned subsidiaries of the owner which are not Investment Companies.
Paragraphs (2) - (6) and (8) - (14) of Section 3(c) of the Investment Company Act of 1940 (the "Investment Company Act"), and Rules promulgated pursuant to Section 3(a) of the Investment Company Act contain other exceptions from the definition of "Investment Company" which are not Excepted Investment Companies (as defined below).

[12] The term "Excepted Investment Company" means any Company (defined below) that would be an Investment Company but for the exceptions provided for in Sections 3(c)(1) or 3(c)(7) of the Investment Company Act.
Section 3(c)(1) of the Investment Company Act excludes from the definition of "Investment Company" any issuer whose outstanding securities (other than short-term paper) are beneficially owned by not more than one hundred persons (as determined in accordance with the provisions of such section) and which is not making and does not presently propose to make a public offering of its securities.
Section 3(c)(7) of the Investment Company Act excludes from the definition of "Investment Company" any issuers, the outstanding securities of which are owned exclusively by persons who, at the time of acquisition of such securities, are "Qualified Purchasers" (subject to such exceptions as are set forth in such section and rules promulgated pursuant to such section), and which are not making and do not at that time propose to make public offerings of such securities.

The term "Company" means any corporation, partnership, limited liability company, trust or other organization.

_____

(Print or Type Name of the Investor)

[Sign Below]:

By:_____

(Name)_____

(Title, if applicable)_____

ATTACHMENT X

Beneficial Owner Information

[Only required if additional information is necessary pursuant to the previous page.]

Exhibit E

ERISA LIMITED PARTNERS

An "ERISA Limited Partner" is any Limited Partner that has notified the General Partner in writing that it is: (i) an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA") and subject to Part 4 of Subtitle B of Title I of ERISA; (ii) a "plan" within the meaning of and subject to Section 4975 of the Code; (iii) a "governmental plan" within the meaning of Section 3(32) of ERISA; (iv) a benefit plan investor that would be subject to ERISA but for the fact that it meets the requirements of a "church plan" within the meaning of Section 414(e) of the Code and Section 3(33) of ERISA; or (v) any other entity or account, any of the assets of which constitute "plan assets," within the meaning of Section 3(42) of ERISA, of a plan described in (i) or (ii) above or any other entity in which a plan described in (iii) or (iv) holds a majority of the interests or interests sufficient to subject the entity to applicable laws governing the plan in (i), (ii) or (iii).

Please mark one of the following to notify the General Partner in writing of such status:

Investor is an ERISA Limited Partner:

☐ True
☐ False

If true, please mark all categories that apply:

(i) ☐ Investor is an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to Title I of ERISA.

(ii) ☐ Investor is an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is not subject to either Title I of ERISA or Section 4975 of the Code (e.g., Investor is a "governmental plan" within the meaning of Section 3(32) of ERISA or a foreign plan). Investor hereby represents and warrants that neither the Partnership nor any person who manages the assets of the Partnership will be subject to any laws, rules or regulations applicable to Investor solely as a result of Investor's investment in the Partnership.

(iii) ☐ Investor is an "employee benefit plan" within the meaning of Section 3(3) of ERISA that would be subject to ERISA but for the fact that it meets the requirements of a "church plan" within the meaning of Section 414(e) of the Code and Section 3(33) of ERISA;

(iv) ☐ Investor is a "plan" within the meaning of Section 4975(e) of the Code that is subject to Section 4975 of the Code. This includes without limitation an individual retirement account, an individual retirement annuity, an Archer Medical Savings Account, a Coverdell education savings account or a similar tax-qualified plan.

(v) ☐ Investor is an entity (including an insurance company general account) whose underlying assets include "plan assets" of one or more "employee benefit plans" or "plans" that are subject to Title I of ERISA or Section 4975 of the Code by reason of the investment in such entity by "benefit plan investors" (within the meaning of Section 3(42) of ERISA). Investor represents and warrants that the percentage of equity interests in Investor held by such benefit plan investors (the "BPI Percentage") is: [*Please specify the BPI Percentage below if you mark this paragraph.*]

_____%

If Investor is such an entity and does not specify the BPI Percentage, such percentage shall be assumed to be 100%. If the actual BPI Percentage at any time exceeds, or is expected to exceed, the percentage specified by Investor above, Investor shall promptly notify the General Partner of such circumstances.

(vi) ☐ Investor is (a) a group trust within the meaning of Revenue Ruling 81-100, a common or collective trust fund of a bank or an insurance company separate account and (b) subject to Title I of ERISA and/or Section 4975 of the Code.

(vii) ☐ Investor is an entity that will hold the Partnership Interest on behalf of (e.g., as a conduit or similar vehicle) one or more entities that would qualify as ERISA Limited Partners if they had been admitted to the Partnership directly.

The Investor further represents and warrants that neither Investor nor any of its affiliates (a) have discretionary authority or control with respect to the assets of the Partnership or (b) provide investment advice for a fee (direct or indirect) with respect to the assets of the Partnership. For this purpose, an "affiliate" includes any person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person and "control" with respect to a person other than an individual means the power to exercise a controlling influence over the management or policies of such person. (If the foregoing representation and warranty is not true, then please check this box ☐ and describe such relationship below.)

If Investor marked any of (i)-(vii) above (each, a "**Plan**"), each of the Investor and the authorized fiduciary of the Plan (the "**Fiduciary**") represents, acknowledges and agrees that:

(a) the purchase of the Partnership Interest by the Plan is an arm's length transaction related to an investment in securities or other investment property;

(b) the Fiduciary is capable of evaluating investment risks independently, both in general and with regard to the purchase of the Partnership Interest;

(c) the General Partner has informed the Fiduciary (i) that none of the General Partner or any of its affiliates is undertaking to provide impartial investment advice or to give advice in a fiduciary capacity in connection with the offering or purchase of the Partnership Interest, and (ii) of the existence and nature of the General Partner's financial interests associated with the purchase of the Partnership Interest, including the fees and other distributions that the General Partner anticipates receiving from the Partnership on account of the purchase of the Partnership Interest;

(d) the Fiduciary is a fiduciary under ERISA or the Code, or both, with respect to the purchase of the Partnership Interest by the Investor, and is responsible for exercising independent judgment in evaluating such purchase of the Partnership Interest;

(e) none of the General Partner or any of its affiliates has received, or will receive, a fee or other compensation directly from any of the Investor, any fiduciary of the Investor (including the Fiduciary), or any participant or beneficiary of the Investor, for the provision of investment advice (as opposed to other services) in connection with the purchase of the Partnership Interest by the Investor or otherwise; and

(f) the General Partner is not a "fiduciary" within the meaning of Section 3(21)(A) of ERISA with respect to the Investor as a result of the Investor's purchase of the Partnership Interest, and the Fiduciary has not relied on, and is not relying on, any advice of the General Partner or its affiliates with respect to the Investor's purchase of the Partnership Interest.

_____

(Print or Type Name of the Investor)

[Sign Below]:

By:_____

(Name)_____

(Title, if applicable)_____

Exhibit F

MAALE BEIT HORON, L.P.
NOTICE REGARDING PRIVACY OF FINANCIAL INFORMATION

Pursuant to the U.S. Gramm-Leach-Bliley Act, Public Law No. 106-102, and the rules issued by the Federal Trade Commission and the Securities and Exchange Commission regarding the Privacy of Consumer Financial Information, institutions that provide certain financial products or services to individuals to be used for personal, family, or household purposes are required to provide written notices to their customers regarding disclosure of nonpublic personal information. This notice is being provided to you to comply with this requirement.

We understand that it is our obligation to maintain the confidentiality of information with regard to our investors. As a consequence, we do not disclose any nonpublic personal information about our investors or former investors to anyone other than our Affiliates and service providers, except as permitted by law. However, in order to accurately and efficiently conduct the fund's investment program, we must collect and maintain certain non-public information about you and the fund's other investors.

We collect, and may disclose to our Affiliates and service providers (*e.g.*, our attorneys, accountants, entities that assist us with the distribution of stock to our investors and placement agents for future fundraising activities) on a "need to know" basis, certain nonpublic personal information about you from the following sources:

Information we receive from you as set forth in your subscription agreement, investor questionnaire or similar forms, such as your name, address, and social security or tax identification number; and

Information about your transactions with us, our Affiliates and service providers, or others, such as your participation in our fund, such as your capital account balance, contributions and distributions and, in the case of an investor that is an individual retirement account, information with regard to such account.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide services to the fund and its investors. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information. In addition, we will continue to assess new technology for protecting information with regard to our investors. If we have your consent, we may also share your personal information with entities other than our Affiliates and service providers. In connection with fundraising efforts for future funds, we may disclose information about existing investors to one or more placement agents for use in marketing efforts, including communication with prospective future investors.

We will provide notice of our privacy policy annually, as long as you maintain an investment with us. The policy may change from time to time, but you can always review our current policy by asking us for a copy.

Exhibit G

Data Privacy Notice

Maale Beit Horon, L.P. (the "**Partnership**") is a fund created under the laws of the State of Israel. The purpose of this document is to provide you with information on the Partnership's use of your personal data in accordance with the Israeli Protection of Privacy Law, 1981 and, as applicable in respect of EU data subjects, the EU General Data Protection Regulation (together, the "**Data Protection Legislation**").

If you are an individual investor, this will affect you directly. If you are an institutional investor that provides us with personal data on individuals connected to you for any reason in relation to your investment with us, this will be relevant for those individuals and you should transmit this document to such individuals or otherwise advise them of its content.

Your personal data will be processed by the Partnership, and by persons engaged by the Partnership. Under the Data Protection Legislation, you have rights, and the Partnership has obligations, with respect to your personal data. The purpose of this notice is to explain how and why the Partnership, and persons engaged by the Partnership, will use, store, share and otherwise process your personal data. This notice also sets out your rights under the Data Protection Legislation, and how you may exercise them.

Your personal data

By virtue of making an investment in the Partnership (including the initial application and ongoing interactions with the Partnership and persons engaged by the Partnership) or by virtue of you otherwise providing us with personal information on individuals connected with you as an investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents), you will provide us with certain personal information which constitutes personal data within the meaning of the Data Protection Legislation.

In particular, you will provide us with personal information within the forms and any associated documentation that you complete when subscribing for interests; when you provide it to us or our service providers in correspondence and conversations (including by email); when you make transactions with respect to the Partnership; and when you provide remittance instructions.

We may also obtain personal data on you from other public accessible directories and sources. These may include websites; bankruptcy registers; tax authorities; governmental agencies and departments, and regulatory authorities, to whom we have regulatory obligations; credit reference agencies; sanctions screening databases; and fraud prevention and detection agencies and organisations, including law enforcement.

This includes information relating to you and/or any individuals connected with you as an investor in the Partnership such as: name, residential address, email address, contact details, corporate contact information, signature, nationality, place of birth, date of birth, tax identification, credit history, correspondence records, passport number, bank account details, source of Partnerships details and details relating to your investment activity.

How the Partnership may use your personal data

The Partnership, as the data controller, may collect, store and use your personal data for purposes including the following.

The processing is necessary for the performance of a contract, including:

- administering or managing the Partnership;

- processing your subscription and investment in the Partnership, such as entering your information in the register of limited partners;
- sending you statements relating to your investment;
- facilitating the continuation or termination of the contractual relationship between you and the Partnership; and
- facilitating the transfer of funds, and administering and facilitating any other transaction, between you and one or more of the Partnership.

The processing is necessary for compliance with applicable legal or regulatory obligations, including:

- undertaking investor due diligence including anti-money laundering and counter-terrorist financing checks, including verifying the identity and addresses of our investors (and, where applicable, their beneficial owners);
- sanctions screening and complying with applicable sanctions and embargo legislation;
- complying with requests from regulatory, governmental, tax and law enforcement authorities;
- surveillance and investigation activities;
- carrying out audit checks, and instructing our auditors;
- maintaining statutory registers; and
- preventing and detecting fraud.

In pursuance of our legitimate interests, or those of a third party to whom your personal data are disclosed, including:

- complying with a legal, tax, accounting or regulatory obligation to which we or the third party are subject;
- assessing and processing requests you make;
- sending updates, information and notices or otherwise corresponding with you in connection with your investment in the Partnership;
- investigating any complaints, or pursuing or defending any claims, proceedings or disputes;
- providing you with, and informing you about investment products and services;
- managing our risk and operations;
- complying with audit requirements;
- ensuring internal compliance with our policies and procedures;
- protecting the Partnership against fraud, breach of confidence or theft of proprietary materials;
- seeking professional advice, including legal advice;
- facilitating business asset transactions involving the Partnership or related entities;
- monitoring communications to/from us (where permitted by law); and
- protecting the security and integrity of our IT systems.

We will only process your personal data in pursuance of our legitimate interests where we have considered that the processing is necessary and, on balance, our legitimate interests are not overridden by your legitimate interests, rights or freedoms.

The Partnership continues to be a data controller even though it has engaged the service providers and other third parties to perform certain activities on the Partnership's behalf.

Sharing your personal data

We may share your personal data with our affiliates and delegates. In certain circumstances we may be legally obliged to share your personal data and other financial information with respect to your interest in the Partnership with relevant regulatory authorities such as the Israel Tax Authority. They, in turn, may exchange this information with foreign authorities, including tax authorities and other applicable regulatory authorities.

The Partnership's affiliates and delegates may process your personal data on the Partnership behalf, including with our banks, accountants, auditors and lawyers which may be data controllers in their own right. The Partnership's services providers are generally processors acting on the instructions of the Partnership. Additionally, a service provider may use your personal data where this is necessary for compliance with a legal obligation to which it is directly subject (for example, to comply with applicable law in the area of anti-money laundering and counter terrorist financing or where mandated by a court order or regulatory sanction). The service provider, in respect of this specific use of personal data, acts as a data controller.

In exceptional circumstances, we will share your Personal Data with regulatory, prosecuting and other governmental agencies or departments, and parties to litigation (whether pending or threatened) in any country or territory.

Sending your personal data internationally

Due to the international nature of our business, your personal data may be transferred to jurisdictions that do not offer equivalent protection of personal data as under the Data Protection Legislation. In such cases, we will process personal data or procure that it be processed in accordance with the requirements of the Data Protection Legislation, which may include having appropriate contractual undertakings in legal agreements with service providers who process personal data on our behalf.

Retention and deletion of your personal data

We will keep your personal data for as long as it is required by us. For example, we may require it for our legitimate business purposes, to perform our contractual obligations, or where law or regulation obliges us to. We will generally retain your personal data throughout the lifecycle of the investment you are involved in. Some personal data will be retained after your relationship with us ends. We expect to delete your personal data (at the latest) once there is no longer any legal or regulatory requirement or legitimate business purpose for retaining your personal data.

Exhibit H

KNOW YOUR CLIENT (For Individuals)

Full Name(s) of Investor: _____

Country of Birth: _____ Date of Birth: _____ Gender: ____

Occupation: _____ Employer: _____

Country of Citizenship:

___ Israel ID Number: _____

___ Other (Specify) _____

Passport Number _____ Expiration Date: _____

What is the Investor's affiliation to Israel? (you may check more than one box)

___ Permanent resident of Israel ___ Operating a business in Israel

___ Family in Israel ___ No affiliation to Israel

___ Non-resident living in Israel ___ Other (please specify): _____

Source of Income

1. Please specify your sources of income: (check all that apply)	2. Please specify the source of the funds used for this investment: (check all that apply)
___ Salary/Business revenues ___ Interest on savings ___ Investments ___ National Insurance allowance ___ Allowances from outside of Israel ___-Rent/Income producing real estate ___ Pension/Provident payments ___ No sources of income ___ Other (please specify): _____	___ Accumulated savings ___ Inheritance ___ Loan repayment ___ Gift ___ Damages/Compensatory Payment ___ Sale of real estate assets ___ Income from my private businesses ___ Other (please specify): _____

3. Please provide all relevant details with respect to actions taken against you by an official authority regarding violation of any securities laws or other financial felonies (if applicable):

_____

Politically Exposed Person

Is the Investor and/or the Investor's spouse related to any public and/or political activity and/or is he/she holds a high ranking public position*?

____ YES ____ NO

If YES, please specify _____

_____

* May include: a Head of State/ a President/ a Mayor/ a Judge / a Parliament Member / a Government Official / a High Ranking Military and/or Police Officer / any other position which may reasonably qualify as public, high ranking, position.

AML Documents

- ☐ ***(One of the following): Certified copy of a current valid Passport, National ID Card, Driver's Licence (bearing photo and signature)***

- ☐ ***(One of the following): Certified copy or original of Bank Reference, Professional Character Reference, Utility Bill or Bank Statement etc. that confirms the Investor's address***

By signing this document, I hereby state and confirm that all the information set forth above is true and correct. I hereby undertake to immediately inform the Partnership of any change to such information.

_____ _____

Date Signature of Investor

By: _____

Title: _____

KNOW YOUR CLIENT FORM (For a Legal Entity)

Full Name of Corporation/Entity: _____

Country of Incorporation: _____ Date of Incorporation _____

Corporate Number/Tax ID: _____

Please describe the nature of business: _____

Address/Principal Place of Business: _____

Entity Type:

___ Private Company ___ Partnership

___ Public Company ___ Trust

___ Non-profit organization ___ Other (please specify): _____

Please list the controlling shareholders of the entity:

Name	Nationality	ID/Passport Number

Please list the members of the board of directors of the entity:

Name	Nationality	ID/Passport Number

Please list the signatories authorized to make the investment on behalf of the entity:

Name	Nationality	ID/Passport Number	Sample Signature

Please specify the source of the funds used for this investment:

___ Business revenues/services ___ Investments

___ Sale of rights or assets ___ Accumulated savings

___ Other (please specify): _____

Please provide all relevant details with respect to actions taken by an official authority against the entity / any of entity's shareholders, partners, directors and/or managers, regarding violation of any securities laws or other financial felonies (if applicable):

_____

_____

Are there any pending legal and/or administrative proceedings against the Investor and/or any of its controlling shareholders and/or directors, which may influence the Investor's investment in the Partnership?

____ YES ____ NO

If YES, please specify _____

_____

Politically Exposed Person

Is the entity and/or any of its controlling shareholders, partners, directors and/or authorized signatories related to any public and/or political activity and/or is he/she holds a high ranking public position*?

____ YES ____ NO

If YES, please specify _____

_____

* May include: a Head of State/ a President/ a Mayor/ a Judge / a Parliament Member / a Government Official / a High Ranking Military and/or Police Officer / any other position which may reasonably qualify as public, high ranking, position.

AML Documents

Please provide the following:

Corporation

- ☐ ***Certified copy of Certificate of Incorporation/Establishment***
- ☐ ***Certified copy of Constitutional document (e.g. Memorandum and Articles of Association or equivalent)***
- ☐ ***Certified copy of the register of directors/senior managing officers (or equivalent)***
- ☐ ***Certified copies of any applicable resolutions, authorized signatory list, powers of attorney or authorization letters authorizing the Investor's investment***
- ☐ ***Copies of (i) Government Issued ID and (ii) proof of residence with respect to:***
  (a) at least two directors (including and executive director where available) or equivalent senior managing officers of the Investor and any other natural person exercising ultimate effective control over the management of the Investor; and
  (b) all beneficial owners with over 10% interest in the corporation; and
  (c) all persons controlling or controlled by the corporation.
  Please note: In place of the first three bullets, Israeli companies we can accept a full print out from https://ica.justice.gov.il/
  Where there are one or more entities in a chain of ownership meeting this criteria, you may instead provide either (a) a structure chart, or (b) ownership register for each entity in the chain together with identification information for the top person in the chain

Trust

- ☐ ***Certified copy of the Trust Deed or Declaration (or equivalent)***
- ☐ ***Copies of (i) Government Issued ID and (ii) proof of residence with respect to:***
  (a) the Trustee(s) and Settlor(s) or beneficial owner if a nominee relationship; and
  (b) all beneficial owners with over 10% interest in the trust.

Partnership

- ☐ ***Certified copy of Certificate of Registration/Establishment (or equivalent)***
- ☐ ***Certified copy of Partnership Agreement and documentation evidencing that the partnership is authorized in its relevant jurisdiction to make this investment***
- ☐ ***Certified copies of any applicable resolutions, authorized signatory list, powers of attorney or authorization letters authorizing the Investor's investment***
- ☐ ***Copies of (i) Government Issued ID and (ii) proof of residence with respect to:***
  (a) the General Partner or at least two partners of the partnership; and
  (b) all beneficial owners with over 10% interest in the partnership; and
  (c) all persons controlling or controlled by the partnership

Approval by Investor:

By signing this document, we hereby state and confirm that all the information set forth above is true and correct. We hereby undertake to immediately inform the Partnership of any change to such information.

_____ _____

Date Signature of Investor

By: _____

Title: _____

Exhibit I

BENEFICIARIES AND CONTROLLING SHAREHOLDERS FORM

I_____(full name), I.D. No/Company No: _____

I_____(full name), I.D. No/Company No: _____

Hereby declares that:

____ I act on my own behalf

____ There are beneficiary/beneficiaries to the rights as aforesaid, however their identification details are still unknown. The reasons is: (please specify): _____

____ I/we undertake to deliver all details regarding the identity of the beneficiary/beneficiaries as soon as their identity becomes known to me/us.

____ The beneficiaries are:

Name	I.D. No.*	Date of birth / incorporation	Gender	Country of residence / incorporation

*Including the name of the country where the identification document was issued

The connection between me and the beneficiary/beneficiaries stated above is: _____

_____

To be completed by a corporation only

____ There are no controlling shareholders in the corporation.

____ The controlling shareholders in the corporation are:

Name	I.D. No.*	Date of birth / incorporation	Gender	Country of residence / incorporation

*Including the name of the country where the identification document was issued

I undertake to notify the General Partner, in writing, as soon as possible, of any change in the details I provided above.

I am aware that providing false information, including a failure to update on any change in the abovementioned details in order to avoid reporting or to cause a false report constitutes a criminal offence.

_____	_____
Date	Signature of Investor
	Name: _____
	Title: _____

*****

FORMS W-8 AND W-9 AND INSTRUCTIONS

Internal Revenue Service Forms W-9 and applicable Internal Revenue Service Forms W-8 and their instructions can be obtained at the Internal Revenue Service website at www.irs.gov. These forms must be updated and provided again to the General Partner in certain circumstances, as described in the printed instructions provided with each form.[13]

[13] These forms are periodically revised by the U.S. Internal Revenue Service. Investors that need to submit an updated Form W-8 should check the Internal Revenue Service web site (www.irs.gov) to ensure that they have the latest version of these forms.