

AMENDMENT #1 – AGREEMENT

WHEREAS, effective October 1, 2016, Enterprise Florida, Inc. ("EFI") and OGYN Ltd., ("Contractor"), (collectively, "the Parties") entered into an agreement;

WHEREAS, the Parties now wish to amend the Agreement as set forth herein;

NOW THEREFORE, the parties agree to the following contract section amendments.

Paragraph 3: Term

The paragraph 3, titled "Term", shall be amended as follows:

The term of this Agreement shall be extended from end of the current term, and shall remain in effect through **June 30, 2018**.

Any additional extension or renewal of this Agreement shall be in writing and at the sole discretion of EFI.

Paragraph 4: Consideration

The paragraph 4, titled "Consideration", shall be stricken and replaced with the following:

In consideration for the performance by Contractor for the Services, subject to the conditions of this Agreement, EFI shall pay Contractor a fixed amount of Eight Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$8,333.33) per month (the "monthly service fee").

An additional sum of Twelve Thousand Dollars (\$12,000.00)(the "additional investment") shall be available for the work outlined in Attachment A to this Amendment.

The total contract value of this Agreement from its initial date of signature is One Hundred Eighty Six Thousand Nine Hundred and Ninety Nine Dollars and Ninety Six Cents (\$186,999.96) (the "Consideration").

Contract payments shall not, under any circumstances, exceed the total contract value. Payment shall be made according to the following terms:

- a. By the 30th day of each month unless otherwise specified by EFI, Contractor shall provide an invoice to the Contract Manager stating the monthly service fee payable with respect to such month. The invoice shall be sent together with the monthly progress report for the same month required by paragraph 10.
- b. In addition, Contractor shall submit a separate invoice that provides a detailed accounting of all expenses for reimbursement per Attachment A.

- 17)

This shall include any invoices for expenses, proof of payment, and any other documentation reasonably deemed necessary by the Contract Manager.

Paragraph 8: Performance Measures:

The paragraph 8, titled "Performance Measures," shall be amended as follows.

Line "d" shall be stricken and replaced with the following:

"d. Ten (10) FDI leads sent by the Contractor to EFI. One (1) of the leads should have 30+ expected jobs;"

Line "e" shall be stricken and replaced with the following:

"e. One (1) FDI lead establishments including expansions of companies already established in Florida;"

Line "f" shall be stricken and replaced with the following:

"f. Three (3) joint venture or R&D agreements established as a result of contractor's efforts;"

Line "g" shall be stricken and replaced with:

"g. Work with six (6) key trade and FDI multipliers in Israel;"

In addition, a line "n" shall be added after line "m", which shall read:

"n. Organize and participate on an outbound Florida business development mission to Israel that will be led by the Governor of Florida or another senior level official from Florida or Enterprise Florida during the term of this contract. EFI and Contractor will negotiate additional fees, if necessary, for extra costs associated with a Governor or other Senior Government Official-led mission to Israel;"

In addition, a line "o" shall be added after line "n", which shall read:

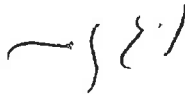
"o. Ten (10) jobs created and/or retained."

In addition, a line "p" shall be added after line "o", which shall read"

"p. Additional investment performance measures:

The following performance measures are in addition to those outlined above and are specifically keyed to the additional investment described in paragraph 4.

1. Four (4) leads sent to EFI;
2. Work with thirty (30) target industry companies;
3. Work with two (2) key FDI multipliers in Israel.



These measures are to be reported on monthly as described below in paragraph 10.

Paragraph 10: Monthly Reports:

The paragraph 10, titled "Monthly Reports", shall be amended as follows:

Monthly reports shall include a separate reporting of performance results related to the additional investment described in paragraph 4, and shall provide specific year-to-date results for the additional investment-specific performance measures outlined in . The report should mirror the investment categories identified in Attachment A and provide a comparison of budgeted and expended funds.

This is in addition to all other performance objectives outlined in this Agreement.

This Amendment #1 shall be effective as of the date it is executed by the Parties.

Unless amended by this agreement, all other terms of the existing Contract Agreement shall remain in effect.

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions and provisions of the original Agreement document, as amended, that is hereby effective on the day and year first written above.

OGYN Ltd.

ENTERPRISE FLORIDA, INC.



Nurit Gazit



Ann Deane

6.22.2017
Date

6-26-17
Date

