Exhibit 10.5  
 CONSULTING AGREEMENT  
 (this “Agreement”), between Xxxx Xxxxx Holdings Ltd, a company incorporated under the laws of the State of Israel, #515125433 with an address at 00 Xxxx Xxxxxx Xx, Xxxxxx XxXxxxx, Xxxxxx (the “Consultant”), and Petrocorp Inc., a Delaware corporation (the “Company”).  
 W I T N E S S E T H:  
 WHEREAS, the Company wishes to obtain consulting services from the Consultant to be provided by Xxxx Xxxxx Xxxxxxx I.D. number 025775529 (the “Executive”) and the Consultant wishes to provide the Company with consulting services through the Executive as an external consultant to the Company and pursuant to the terms and conditions of this Agreement;  
 NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:  
 1. Consultancy. During the Term (as defined below), the Consultant through the Executive (and only the Executive), act as a consultant and render his assistance and participation as the [Chief Executive Officer] of the Company and the Company’s subsidiaries (for purposes of this Agreement the Company and its subsidiaries shall be referred to as the Company), giving, on a full time basis the full benefit of his knowledge, expertise, technical skill and ingenuity, in all matters involved in or relating to the business thereof. For the avoidance of doubt, it is hereby clarified that in the event the Consultant ceases to provide the consulting services described herein through the Executive exclusively, the Company shall have the right to terminate this Agreement immediately upon notification of such termination, without any further notice. In his capacity as [Chief Executive Officer], the Executive shall be the [senior executive officer of the Company with principal responsibility for operations of the Company and shall perform such other duties for the Company as are consistent with his position, including, without limitation, product offerings (including pricing decisions); opening and maintaining new offices, closing offices and establishing new subsidiaries; establishing joint ventures and strategic alliances and having the sole authority to approve any contract or arrangement with a third party involving the expenditure or commitment of Company funds].