Azrieli Group Ltd.

("the Company")

June 10, 2026

Shelf Offering Report

Pursuant to a shelf prospectus dated May 29, 2025, published on May 28, 2025 (Reference No.: 2025-01-038499) (hereinafter: the "Prospectus" or the "Shelf Prospectus") and in accordance with the Securities Regulations (Shelf Offering of Securities), 5766-2005 (hereinafter: the "Offering Regulations"), the Company is honored to publish a shelf offering report for the issuance and listing for trading on the Tel Aviv Stock Exchange Ltd. (hereinafter: the "TASE"), of the securities detailed below (hereinafter: the "Shelf Offering Report" or the "Offering").

In this Shelf Offering Report, terms used herein shall have the meaning ascribed to them in the Shelf Prospectus, unless otherwise stated.

For details regarding any material change or innovation that occurred in any matter described in the Shelf Prospectus, which occurred from the date of publication of the Shelf Prospectus until the publication of this Shelf Offering Report, see the Company's immediate and periodic reports after the publication of the Shelf Prospectus, which are included in this Shelf Offering Report by way of reference in accordance with the provisions of Regulation 4(a) of the Offering Regulations.

1. The Offered Securities

The Company offers the following securities, within units, as detailed below:

1.1. BONDS (Series 11) (Tender No.: 1225671)

1.1.1. Up to NIS 2,266,313,000 par value BONDS (Series 11) registered in name and of NIS 1 par value each (hereinafter: the "Offered Series 11 Quantity" and the "BONDS (Series 11)", respectively), bearing annual interest at a fixed rate to be determined in the tender and which shall not exceed 3.02% (hereinafter: the "Maximum Series 11 Unit Interest Rate"), subject to an interest rate adjustment mechanism, as detailed in Section 5.4 of the Trust Deed.

1.1.2. Notwithstanding the provisions of Section 1.1.1 above, if and to the extent that within the framework of the tender (as defined in Section 4.1 below), the total quantity of BONDS (Series 11) specified in the requests submitted within the framework of the tender (hereinafter: the "Total Quantity in Requests") exceeds NIS 2,102,997,000 par value (hereinafter: the "Maximum Issued Series 11 Quantity"), then the following provisions shall apply: (a) The Company will detail in the report on the results of the offering the quantity of BONDS (Series 11) accepted and the total excess over the maximum issued quantity (hereinafter: the "Excess Series 11 BONDS Amount"); (b) The issuance of units to the public in the amount of the Excess Series 11 BONDS Amount (only) will not be executed and no funds will be collected for the Excess Series 11 BONDS Amount (only); (c) The allocation to bidders whose offers are accepted in the public tender in accordance with the provisions of Section 4.2.3 below, will be carried out according to the ratio (pro-rata) between the Maximum Issued Series 11 Quantity and the lower of: (1) the quantity of Series 11 BONDS included in the requests; or (2) the quantity of Series 11 offered under this Shelf Offering Report.

For example, if in the public tender, the quantity of Series 11 BONDS included in requests is NIS 2,266,313,000 par value, then in light of the Maximum Issued Series 11 Quantity, which stands at NIS 2,102,997,000 par value and the offered quantity, each bidder whose request is accepted according to the results of the tender conducted under Section 4.2.3 below, will be allocated a rate of approximately 92.79% of the quantity of BONDS (Series 11) for which their offer was accepted, a rate which is the result of the following ratio:

$$\frac{\text{הכמות המונפקת המקסימלית}}{\text{הכמות הכלולה בבקשות}}$$

The BONDS (Series 11) are due for repayment (principal) in ten (10) equal installments (each installment will constitute 10% of the principal), which will be paid once a year on June 30 of each of the years 2042 to 2051, such that the first payment of the principal

will be paid on June 30, 2042, and the final payment of the principal will be paid on June 30, 2051, unless the Company has previously exercised its right to redeem the BONDS (Series 11) in early redemption as detailed in Section 7 of the Trust Deed attached **as Appendix A** to this Shelf Offering Report (hereinafter: the "**Trust Deed for BONDS (Series 11)**").

1.1.3. The outstanding balance of the principal of the BONDS (Series 11) shall bear annual interest at a fixed rate to be determined in the tender on the interest rate, which shall not exceed the maximum interest rate, as detailed in Section 1.1.1 above. The interest on the outstanding balance, as it shall be from time to time, of the principal of the BONDS (Series 11) will be paid starting from December 2026, twice a year on June 30 and December 30 of each of the years 2027 to 2051 and on December 30 of each of the years 2026 to 2050 such that the first interest payment will be paid on December 30, 2026 and the final payment will be paid on June 30, 2051. Interest payments will be paid for a period of 6 months starting on the first day after the end of the immediately preceding interest period, and ending on the relevant interest payment date (hereinafter: the "**Interest Period**"), except for the first interest payment which will be paid on December 30, 2026 for the period starting on the first trading day after the tender day for the BONDS (Series 11) (the clearing day) and ending on the said payment date (hereinafter: the "**First Interest Period**"), and will be calculated according to the number of days in the said period and on the basis of 365 days per year.

1.1.4. The principal of the BONDS (Series 11) and the interest thereon will be linked to the Consumer Price Index on the basis of the basic index such that if it is determined on any payment date that the index known on the interest and/or principal payment date (hereinafter: the "**Payment Index**") is higher than the basic index, the Company will pay the principal and/or interest payment, increased proportionally to the rate of increase of the Payment Index compared to the basic index. The BONDS will be protected such that if the Payment Index is lower than the basic index, the Payment Index shall be the basic index. The indexation method cannot be changed during the period of the BONDS (Series 11). It should be noted that the indexation method will not change throughout the life of the BONDS (Series 11).

1.1.5. The final payment of interest, and the full principal payment, for the BONDS (Series 11) on June 30, 2051, will be made against the delivery of the BONDS (Series 11) certificates to the Company on the payment date, at the Company's registered office or any other place announced by the Company. The Company's notice regarding the said payment will be delivered no later than five (5) business days prior to the final payment date. The Company will publish in an immediate report on the results of the tender, the subject of this Shelf Offering Report, the annual interest rate determined in the said tender, the semi-annual interest rate, the interest rate for the first interest period and the clearing day.

1.1.6. Payments on account of the principal of the BONDS (Series 11) will be paid to the persons whose names are registered in the BONDS (Series 11) register on June 24 for principal payments paid on June 30 of each year, except for the final payment, which will occur on June 30, 2051, regarding which see Section 1.1.5 above.

1.1.7. Payments on account of interest for the BONDS (Series 11) will be paid to the persons whose names are registered in the BONDS (Series 11) register on June 24 and December 24, for interest payments paid on June 30 and December 30, respectively, except for the final payment, which will occur on June 30, 2051, regarding which see Section 1.1.5 above.

1.1.8. The BONDS (Series 11) are not secured by any collateral, and shall stand at equal rank, Pari Passu, among themselves, in connection with the Company's obligations under the BONDS (Series 11), and without any preference or priority of one over the other. For details, see Section 7 of the Trust Deed for the BONDS (Series 11).

1.1.9. For details about the Company's commitment to the bondholders, including financial covenants, the Company's ability to provide collateral instead of meeting a financial covenant, and a restriction on dividend distribution, see Sections 5.5, 5.3 and 5.6, respectively, of the Trust Deed for the BONDS (Series 11).

1.1.10. In the event that the TASE decides to delist the BONDS (Series 11) because the value of the relevant bond series has decreased below the amount determined in the TASE guidelines regarding the delisting of bonds, the Company will perform an early redemption and act as detailed in Section 9.1 of the Trust Deed for the BONDS (Series 11).

1.1.11. The Company shall be entitled at any time, starting 60 days after the date of listing the bonds for trading, to perform an early redemption at its initiative of the BONDS (Series 11), in full or in part, at its sole discretion, and in such case the provisions of Section 9.2 in the Trust Deed for the BONDS (Series 11) shall apply.

1.1.12. For details about the rating of the BONDS (Series 11), by S&P Global Ratings Maalot Ltd. (hereinafter: "Maalot"), see Section 6.3 below.

1.1.13. The Company has entered into a Trust Deed for the BONDS (Series 11) with the Trustee. The version of the Trust Deed for the BONDS (Series 11) is attached as Appendix A to this Shelf Offering Report.

1.1.14. The BONDS (Series 11) offered according to the Shelf Offering Report shall also be called hereinafter: "The Offered Securities".

1.2. **General Provisions Regarding the BONDS (Series 11)**

1.2.1. In any case where the due date for payment on account of principal and/or interest falls on a day that is not a business day, the payment date will be deferred to the next business day, without any additional payment of any kind (including arrears interest) and the "Record Date" for the purpose of determining eligibility for redemption or interest shall not change as a result.

1.2.2. If, after the date of issuance of the BONDS (Series 11) under this Shelf Offering Report, the BONDS (Series 11) are expanded by the Company, the holders of the said BONDS (Series 11) issued within the framework of the series expansion will not be entitled to receive payment on account of principal and/or interest and/or indexation for the said bonds, the record date for which payments falls prior to the date of their issuance as stated.

1.2.3. The offering coordinator is Mizrahi Tefahot Bank Ltd. (hereinafter: the "Offering Coordinator") and its offices are at 7 Jabotinsky St., Ramat Gan.

1.2.4. Details of the Trustee for the BONDS (Series 11): Hermetic Trust (1975) Ltd. (hereinafter: the "Trustee")[1].

2. Regarding taxation and discount, see Section 7 below.

3. **Underwriting**

The securities offered under this Shelf Offering Report are not secured by underwriting.

4. **Method of Offering the Securities**

The bonds offered according to this offering report will be offered within a tender on the price and the interest rate, in a uniform offering (hereinafter: the "Tender"), as detailed below:

4.1. **BONDS (Series 11)**

Up to NIS 2,266,313,000 par value BONDS (Series 11) are offered to the public by way of a uniform offering according to the Securities Regulations (Manner of Offering Securities to the Public), 5767-2007 (hereinafter: the "Public Offering Regulations") in 2,266,313 units (hereinafter: "Series 11 Unit" or "Series 11 Units" or "Offered Series 11 Units", as applicable), by way of a tender on the rate

[1] Below are the contact details of the Trustee: Hermetic Trust (1975) Ltd., Address: 30 Sheshet HaYamim St., Bnei Brak, Phone: 03-5544553, Fax: 03-5271451. Contact person: Dan Avnon; Email address: hermetic@hermetic.co.il

of the interest that the BONDS (Series 11) will bear, which shall not exceed the Maximum Series 11 Unit Interest Rate (hereinafter: the "Tender"), where the composition of each unit and its price are as follows:

Quantity of Securities	Price
NIS 1,000 par value BONDS (Series 11)	NIS 1,000
Total Price per Unit	NIS 1,000

4.2. General Provisions Regarding the BONDS (Series 11) Tender:

4.2.1. Subscription List

The subscription list for the purchase of the units offered to the public by way of a tender on the interest rate will open on Tuesday, June 10, 2026, at 11:00 (hereinafter in this section: the "Subscription List Opening Time"), and will close on the same day at 18:00 (hereinafter in this section: the "Subscription List Closing Time"), provided that the Subscription List Closing Time shall be no earlier than seven (7) hours from the publication of the Shelf Offering Report, of which at least five (5) trading hours shall be from the time of publication of the Shelf Offering Report.

The Company is entitled to cancel the Offering in the tender at any time prior to receiving the issuance funds from the investors without the investors having any claim in connection therewith. In such case, all orders given to the Company in connection with the Offering will be considered null and void.

Orders for the purchase of units shall be submitted to the Company through the Offering Coordinator and also through bank branches or other members of the Tel Aviv Stock Exchange Ltd. (hereinafter all these: "Authorized Entities to Receive Requests"), no later than 18:00 on the tender day, on forms available from the Authorized Entities to Receive Requests. A request to purchase units will be considered submitted if received by the Authorized Entities to Receive Requests by 18:00 on the tender day, provided that the Authorized Entity that received it transfers it to the Offering Coordinator no later than 18:30 on the same day.

In the event of cancellation of the Tender, the offered securities will not be issued within the framework of the Tender, will not be listed for trading on the TASE, and no funds will be collected from investors in connection with those units.

4.2.2. Special Trust Account

Shortly before the tender day, the Offering Coordinator will open a special trust account in the Company's name at a banking corporation (hereinafter in this section: the "Special Account") and will provide the Authorized Entities to Receive Requests with the details of the Special Account and that the TASE Clearing House is the offering's clearing agent. The Special Account will be managed exclusively by the Offering Coordinator on behalf of the Company and for its benefit in accordance with the provisions of the Securities Law. Funds accumulated in the Special Account (to the extent that the issuance proceeds are not transferred to the Company on the clearing day) will be invested by the Offering Coordinator in liquid, unlinked deposits bearing interest on a daily basis.

On the first trading day after the tender day, until 12:00 noon, the applicants will transfer, through the Authorized Entities to Receive Requests (as defined below), to the Offering Coordinator, to the Special Account, the full consideration due from them for the units for which their order was accepted as stated in the said notice.

The Offering Coordinator will transfer to the Company the funds in the Special Account, together with the fruits accumulated on them, deducting the amounts which the Company instructs the Offering Coordinator to pay to the distributors, to the classified investors and to the Offering Coordinator, against and on the day of delivery of the certificate for the BONDS (Series 11) and the BONDS (Series 11) from the Company to the Registration Company and crediting the TASE member according to the instructions of the Offering Coordinator.[2]

2 The Company shall be entitled to view the receipt of consideration by the Offering Coordinator as if it were received by the Company.

If the company accepts the request, in whole or in part, the company shall allocate to the applicants the offered securities by sending certificates for the offered securities to the registration company against the transfer of funds deposited in the special account by the offering coordinator to the company, as stated above.

Submission of Requests and Tender Procedures **4.2.3**

The requests to purchase the units shall be submitted to the company through the offering coordinator (hereinafter in this section: the "**Requests**"), directly or through bank branches or through other stock exchange members (above and hereinafter: the "**Authorized Entities for Receiving Requests**"), no later than the closing time of the signature list. 4.2.3.1

Any request submitted to the Authorized Entities for Receiving Requests on the tender day shall be considered submitted on that day if received by the Authorized Entities for Receiving Requests by the closing time of the signature list, provided it is transferred by the Authorized Entities for Receiving Requests to the offering coordinator, and received by the offering coordinator, by the end of half an hour from the closing time of the signature list (i.e., until 18:30) (hereinafter in this section: the "**Deadline for Submission to the Coordinator**"). A request received by the Authorized Entities for Receiving Requests after the closing time of the signature list or received by the offering coordinator more than half an hour after the closing time of the signature list will not be answered by the company.

Each applicant may submit up to three requests in the BONDS 10' tender at different prices, which shall not exceed the maximum interest rate of unit 11, and this in interest steps of 0.01% such that the first step in which a unit can be ordered is 3.02% and thereafter units can be ordered at interest rates of 3.01%, 3.00%, 2.99% and so on. A request that specifies an interest rate not equal to one of the interest steps determined as stated above shall be rounded to the nearest interest step upwards. 4.2.3.2

Each applicant shall indicate in his request the number of units he wishes to purchase and the interest rate proposed by him, which shall not exceed the maximum interest rate of unit 11. A request in which an interest rate higher than the maximum interest rate of unit 11 is proposed shall be void and shall be considered as a request that was not submitted. 4.2.3.3

Requests for the purchase of whole units only may be submitted. A request submitted for any part of a unit shall be considered as a request submitted for the number of whole units specified therein only, and the part of the unit included in the request shall be considered as if it were not included therein from the outset. A request in which the number of units specified is less than one unit will not be accepted. 4.2.3.4

The requests to purchase the units are irrevocable. Each request shall be considered an irrevocable commitment on the part of the applicant to accept the securities that will be allocated to him as a result of full or partial acceptance of his request and to pay through the offering coordinator the full price, according to the terms of this shelf offering report, of the securities that will be allocated to him following acceptance according to the terms of the prospectus and the shelf offering report of his request. 4.2.3.5

The transfer of requests by the Authorized Entities for Receiving Requests to the offering coordinator shall be done by transmitting the requests to the offering coordinator digitally, via a virtual vault or via sealed envelopes which shall be kept closed until the passing of the Deadline for Submission to the Coordinator. 4.2.3.6

On the tender day, after the Deadline for Submission to the Coordinator, the requests in the virtual vault will be presented together with the requests submitted in sealed envelopes, including requests submitted directly to the offering coordinator, in the presence (including by way of using standard visual communication means (Video Conference)) of a company representative and its auditing accountant/accountants who will supervise the proper execution of the tender process and at that time the tender results will be summarized and processed. 4.2.3.7

4.2.3.8 On the first trading day following the tender day (which is the settlement day), no later than 10:00, notice will be given by the offering coordinator to the applicants whose requests were answered in full or in part, through the Authorized Entities for Receiving Requests. The notice will specify the interest rate of the BONDS (series 11') determined in the tender, the number of units to be allocated to each orderer, and the consideration due from them for them. Upon receipt of the notice, and on the same day until 12:00 PM, the applicants shall transfer through the Authorized Entities for Receiving Requests, to the offering coordinator, to the special account as stated in Section 4.2.2 above, the full consideration due from them for the units regarding which their order was accepted as stated in the notice.

4.2.3.9 No later than the first trading day following the tender day, the company will announce the tender results in an immediate report to the Securities Authority and the Stock Exchange.

4.3 Determination of the Interest Rate for Unit 11 and Method of Allocating Units to Orderers

All units 11 for which purchase requests are accepted will be issued at a uniform interest rate on the BONDS (hereinafter in this section: **"Uniform BONDS 11' Interest Rate"**) which shall be the lowest interest rate at which the requests for units that specified it as the interest rate, together with requests that specified lower interest rates, will be sufficient for the allocation of all units offered to the public (including classified investors) according to this shelf offering report.

The allocation of the units offered to the public shall be made as follows:

4.3.1 If the total number of units included in the requests received (including units for which purchase requests were received from classified investors) is less than the total number of units offered to the public, all requests shall be answered in full, and in such case the uniform unit 11 interest rate shall be the BONDS 11' interest rate determined in the shelf offering report. The remaining units for which requests are not received will not be issued.

4.3.2 If the total number of units included in the requests received (including units for which purchase requests were received from classified investors) is equal to or exceeds the total number of units offered to the public, then the allocation of the offered units shall be made as follows:

4.3.2.1 Requests specifying an interest rate higher than the Uniform BONDS 11' Interest Rate - shall not be answered.

4.3.2.2 Requests specifying an interest rate lower than the Uniform BONDS 11' Interest Rate (hereinafter: **"Requests at an Interest Rate Lower than the Uniform BONDS 11' Interest Rate"**) - shall be answered in full.

4.3.2.3

Requests (excluding requests received from classified investors) specifying an interest rate equal to the Uniform BONDS 11' Interest Rate (hereinafter: **"Requests at the Uniform BONDS 11' Interest Rate"**) – shall be answered proportionally such that each applicant will receive out of the total units offered that remain for distribution, after answering requests specifying an interest rate lower than the Uniform BONDS 11' Interest Rate (deducting the response to requests of classified investors who order at the Uniform BONDS 11' Interest Rate), a portion equal to the ratio between the number of units ordered in the request, in which the Uniform BONDS 11' Interest Rate was specified, and the total number of units included in all requests submitted to the company in which the number of units at the Uniform BONDS 11' Interest Rate was specified (deducting the portion of the classified investors).

4.3.2.4 The allocation of units to classified investors shall be made in accordance with the provisions of Section 5 below.

4.3.3 If following the allocation as stated in Section 4.3.2 above, a minimal distribution in the BONDS (series 11') is not achieved as stated in Section 9.3 below, then: the priority of allocation to classified investors shall be canceled, regarding the BONDS (series 11'), as stated in Section 5 below, and all requests to purchase unit 11 in the tender (including orders from classified investors), shall be answered as follows:

4.3.3.1. Requests specifying an interest rate higher than the Uniform BONDS 11' Interest Rate - shall not be answered.

4.3.3.2. Requests specifying an interest rate lower than the Uniform BONDS 11' Interest Rate - shall be answered in full.

4.3.3.3. Requests (including requests submitted by classified investors according to the prior commitments of classified investors as stated in Section 5 below) specifying the Uniform BONDS 11' Interest Rate shall be answered proportionally, so that each applicant will receive out of the total units offered that remain for distribution after answering applicants who submitted requests specifying an interest rate lower than the Uniform BONDS 11' Interest Rate, a portion equal to the ratio between the number of units ordered at the Uniform BONDS 11' Interest Rate, and the total units in the requests for purchase at the Uniform BONDS 11' Interest Rate submitted to the company (including units for which prior commitments were received from classified investors as stated in Section 5 below).

4.3.4. If following the allocation as stated in Section 4.3.3 above a minimal distribution in the BONDS (series 11') is not achieved as stated in Section 9.3 below, then, the requests in the tender shall be answered as follows:

4.3.4.1. Requests specifying an interest rate higher than the Uniform BONDS 11' Interest Rate - shall not be answered.

4.3.4.2.

Requests specifying the Uniform Interest Rate and/or an interest rate lower than the Uniform BONDS 11' Interest Rate (including requests submitted by classified investors according to the prior commitments of classified investors as stated in Section 5 below) - shall be answered proportionally such that each applicant at the Uniform BONDS 11' Interest Rate and/or at an interest rate lower than the Uniform BONDS 11' Interest Rate shall receive out of the total units offered, a number equal to the ratio between the number of units ordered at the Uniform BONDS 11' Interest Rate and/or at the interest rate lower than it and the total number of units included in all requests, in which the Uniform BONDS 11' Interest Rate and/or the interest rate lower than it was specified.

4.3.5. If even following the allocation of units as stated in Section 4.3.4 above a minimal distribution in BONDS (series 11') as stated in Section 9.3 below does not occur, then the allocation will be re-executed for the purpose of determining a new uniform interest rate for the BONDS, which shall not exceed the maximum interest rate and which shall be the lowest interest rate at which the securities included in the units can be allocated such that the minimal distribution requirements as stated in Section 9.3 below are met, provided that no more units are allocated to the applicant than ordered or at a lower interest rate than specified in his request (hereinafter: "<u>New Uniform BONDS 11' Interest Rate</u>").

If the New Uniform BONDS Unit 11 Interest Rate is determined as stated in this section, the allocation shall be made as stated in Section 4.3.4 above and instead of "Uniform BONDS 11' Interest Rate" it shall be seen as if it said "New Uniform BONDS 11' Interest Rate".

4.3.6. If a minimal distribution cannot be achieved even in the allocation method described in Section 4.3.5 above in the BONDS (series 11') offered according to this shelf offering report, the issuance will be canceled, no BONDS (series 11') will be allocated, and no funds will be collected from the applicants for them.

4.3.7. If in the allocation of securities according to the response in the tenders, fractions of units are created, they shall be rounded, as far as possible, to the nearest whole unit. Excess units remaining as a result of the aforementioned rounding will be purchased by the offering coordinator at the Uniform BONDS 11' Interest Rate price or the Uniform Unit 11 Interest Rate price, as the case may be, determined in the relevant tender according to this shelf offering report.

4.3.8. Each applicant shall be considered as having committed in his request to purchase all the units allocated to him as a result of partial or full response to his request, according to the rules detailed above.

In case of cancellation of the tenders, the BONDS will not be issued according to the shelf offering report, they will not be registered for trading on the Stock Exchange and no money will be collected from investors in connection with those units.

5. <u>Classified Investors</u>

The company entered into a prior engagement with classified investors[3] regarding part of the units offered to the public within the framework of this shelf offering report and received a commitment from those classified investors to submit orders within the framework of the tender, as detailed below:

5.1. BONDS (Series 11')

5.1.1. Of the units 11 offered to the public, regarding 2,102,997 units, representing approximately 92.79% of the total units 11 offered within this shelf offering report, prior commitments for their purchase were given by classified investors, whose names are detailed in the table in Section 5.1.2 below, according to which the classified investors will submit requests in the tender for the purchase of units in the quantities and at the interest rate detailed in Section 5.1.2 below.

5.1.2. Each of the classified investors, detailed below, committed within the framework of the prior commitment to purchase units 11 offered according to this shelf offering report, to submit requests to purchase units in a quantity not less than and at an interest rate not exceeding that specified next to their name in the table below:

Name of Classified Investor	Criteria for Classified Investor Definition	Interest Rate (%)	No. of Units
I.B.I Re'em Bond LP*	Corporation with capital of 50 million NIS	3	10,000
Oporto Delta A LP	Corporation with capital of 50 million NIS	2.98	20,000
A-to-Z Finance Ltd.	Corporation with capital of 50 million NIS	2.98	10,000
A.S. Tene Investments and Finance Ltd.	Company licensed for investment marketing	2.9	12,600
A.S. Tene Investments and Finance Ltd.	Company licensed for investment marketing	3.02	2,000
Oporto Securities Distribution Ltd.	Corporation with capital of 50 million NIS	2.98	15,000
Orcom Strategies Ltd.	Corporation with capital of 50 million NIS	3	60,000
I.B.I. Mutual Fund Management (1978) Ltd.*	Mutual Fund	2.97	16,500
I.B.I. Mutual Fund Management (1978) Ltd.*	Mutual Fund	3.02	36,865
Ayalon Insurance Company Ltd. - Nostro	Insurance company	3	16,200
Ayalon Insurance Company Ltd. - Members	Insurance company	3.01	20,000
Ayalon Mutual Funds Ltd.	Mutual Fund	3	69,335
Iceberg Finance L.P.	Corporation with capital of 50 million NIS	2.98	10,000
Aloha Global Opportunities L.P.	Corporation with capital of 50 million NIS	2.99	22,400
Altshuler - Shaham Mutual Fund Management Ltd.	Mutual Fund	2.95	30,223
Altshuler - Shaham Mutual Fund Management Ltd.	Mutual Fund	3.02	19,800
Altshuler Shaham Provident and Pension Ltd.	Provident Fund / Pension Fund	2.96	40,000
Altshuler Shaham Investment Portfolio Management Ltd.	Portfolio Manager	2.96	7,383
Alfi Bezedek Investment Portfolio Management Ltd.	Portfolio Manager	2.98	16,000
Ametrine 2 Limited Partnership*	Corporation with capital of 50 million NIS	3.02	15,000
Ametrine Limited Partnership*	Corporation with capital of 50 million NIS	3.02	15,500
Analyst I.M.S. - Mutual Fund Management (1986) Ltd.	Mutual Fund	2.95	2,827

Name of Classified Investor	Criteria for Classified Investor Definition	Interest Rate (%)	No. of Units
Analyst I.M.S. - Mutual Fund Management (1986) Ltd.	Mutual Fund	3	19,090
Arbitro Global L.P.	Corporation with capital of 50 million NIS	2.98	13,000
Mizrahi Tefahot Bank Ltd.	Bank	3	10,000

[3] "Classified Investor" — one of the following: (1) a portfolio manager as defined in Section 8(b) of the Regulation of Investment Advice, Investment Marketing and Investment Portfolio Management Law, who purchases at his discretion for the client's account; (2) a corporation fully owned by a classified investor, one or more, who purchases for himself or another classified investor; (3) an investor listed in Section 15a(b)(2) of the Securities Law; (4) an investor listed in details (1) to (9) or (11) of the First Appendix to the Securities Law, who purchases for himself. Also, a classified investor must commit to purchase securities in the amount of at least 800,000 NIS.

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Classified Investor Name	Classification Criteria	Interest Rate (%)	No. of Units
Barak Capital Investments 2006 Ltd.*	Corporation with NIS 50 million equity	3.02	16,000
G.F.C Green Fields Capital Ltd.	Corporation with NIS 50 million equity	2.99	8,000
G.F.C Green Fields Capital Ltd.	Corporation with NIS 50 million equity	3.02	12,000
Guy Opportunities Limited Partnership	Corporation with NIS 50 million equity	2.95	10,000
Guy Fund Limited Partnership	Corporation with NIS 50 million equity	2.95	20,000
Horizon Capital Markets Ltd.	Portfolio Manager	3	878
Harel Index Trading Ltd.	ETF	2	1,500
WeSure Insurance Company Ltd.	Insurance Company	3	3,600
Vertical Bond G.P.	Corporation with NIS 50 million equity	3.01	10,000
Vertical G.P.	Corporation with NIS 50 million equity	3.01	10,000
H.P.M. Eitan - Opportunity Hedge Fund Limited Partnership	Corporation with NIS 50 million equity	2.87	80,000
Total Bond Limited Partnership	Corporation with NIS 50 million equity	2.98	10,000
Total Bond Limited Partnership	Corporation with NIS 50 million equity	3.01	10,000
Unique Investments and Finance - Limited Partnership	Corporation with NIS 50 million equity	2.99	6,000
Yelin Lapidot - Mutual Funds Management Ltd.	Mutual Fund	2.99	63,960
Clal Insurance Company Ltd. - for institutional investors under its control	Insurance Company	2.96	160,000
Clal Insurance Company Ltd. - for institutional investors under its control	Insurance Company	2.99	60,000
Clal Insurance Company Ltd. - for institutional investors under its control	Insurance Company	3.01	60,000
Migdal Insurance Company Ltd. - Nostro	Insurance Company	3	100,000
Migdal Basket-Israel Corporate BONDS	Insurance Company	2.99	150,000
Migdal Basket-Israel Corporate BONDS	Insurance Company	3.01	100,000
Migdal Market Making Ltd.	Corporation with NIS 50 million equity	2	3,000
Meitav Portfolio Management Ltd. for sectoral funds	Portfolio Manager	2.95	103,976
Milestone Capital (E.R.G.S.) G.P.	Corporation with NIS 50 million equity	2.94	27,000
Menora Mivtachim Insurance Ltd. - Tradable non-government BONDS basket in Israel*	Provident Fund / Pension Fund	2.89	150,000
Menora Mivtachim Insurance Ltd. - Tradable non-government BONDS basket in Israel*	Provident Fund / Pension Fund	3.02	50,000
Marathon Investment House P.B. Ltd.	Portfolio Manager	3.01	1,960
Amitim Senior Pension Funds	Provident Fund / Pension Fund	3.01	50,000
Inbar Derivatives Ltd.	Corporation with NIS 50 million equity	2.95	1,000
Forest Mutual Funds Ltd.	Mutual Fund	2.99	1,700
Fidelity Venture Capital Ltd.	Corporation with NIS 50 million equity	2.97	3,555
Fidelity Venture Capital Ltd.	Corporation with NIS 50 million equity	2.99	1,555
Proxima Investment Management Ltd.	Portfolio Manager	2.96	37,000

Classified Investor Name	Classification Criteria	Interest Rate (%)	No. of Units
Proxima Investment Management Ltd.	Portfolio Manager	3.02	33,000
K.S.M. Financial Instruments Trading Ltd.(*)(**)	Corporation with NIS 50 million equity	2.5	2,000
Cortex Strategies Limited Partnership	Corporation with NIS 50 million equity	3.02	75,000
Harel - Linked Corporate BONDS Basket Partnership	Insurance Company	3.01	150,000
Shekef Maof Investments Ltd.	Portfolio Manager	2.99	10,590
Total			**2,102,997**

(*) Classified investor who is an underwriter or distributor in the offering or is related to an underwriter or distributor in the offering. In total, early commitments were given by classified investors who are distributors or entities related to distributors for the purchase of 311,865 units, constituting approximately 15% of the total early commitments of the classified investors.

(**) Classified investor who is an interested party in the company. In total, early commitments were given by classified investors who are interested parties in the company for the purchase of 2,000 units, constituting approximately 0.1% of the total early commitments of the classified investors.

5.1.3. The classified investors will be entitled to an early commitment fee at a rate of 1.2% of the total consideration for the BONDS (Series 11) regarding which the classified investors committed to submit orders as detailed in this report. The aforementioned classified investors are not interested parties in the company.

5.2. Obtaining early commitments from the classified investors prior to the publication of the shelf offering report was carried out in accordance with the provisions of the Public Offering Regulations.

5.3. The consideration to be paid by the classified investors will be transferred to the offering coordinator through the TASE members, on the first trading day following the closing date of the subscription list, by 12:00 PM, and will be deposited by him into the special account.

5.4. According to the Public Offering Regulations, classified investors, who committed within the framework of an early commitment as detailed above, are entitled on the auction day for the BONDS (Series 11) to reduce the interest rate (in increments of 0.1%) compared to the interest rate set in their early commitment and as detailed in the table in section 5.1.2 above, by submitting written notice to the offering coordinator, which will be received by the offering coordinator by the closing time of the subscription list.

5.5. The classified investors shall be entitled to order at the time of the auctions a quantity of securities exceeding that specified in their early commitment as detailed in the tables above, however, excess units of securities ordered as such will not be considered classified investor orders for the purposes of this shelf offering report, but rather as orders submitted by the public.

5.6. In the event of over-subscription, allocation to a classified investor according to an early commitment given by him will be carried out as detailed below:

5.6.1. If the over-subscription did not exceed five, each classified investor will be allocated one hundred percent (100%) of the quantity they committed to purchase; if the over-subscription exceeded five, each classified investor will be allocated fifty percent (50%) of the quantity they committed to purchase.

5.6.2. If the quantity of securities remaining for distribution was not sufficient for allocation as stated in section 5.6.1 above, then the quantity remaining for distribution will be allocated to the classified investors according to the relative share of each early commitment out of the total early commitments submitted at the same interest rate and/or price per unit determined in the auctions.

5.6.3. Classified investor orders for the purchase of the offered Series 11 units will be considered orders submitted by the public for the purpose of the uniform Series 11 interest rate. Allocation to the classified investors will be at the interest rate determined in the auction.

5.6.4. In the event that over-subscription does not occur, the classified investor orders within the framework of the auction will be considered as orders submitted by the public for the purpose of distributing the offered securities to the subscribers.

"Over-subscription" – The ratio between the quantity of securities offered according to this shelf offering report for which orders were submitted at the interest rate determined in the auction and the quantity of securities remaining for distribution (as defined below), provided that it exceeds one.

"Quantity remaining for distribution" – The quantity of securities offered in the shelf offering report, after deducting the quantity of securities for which orders were submitted at an interest rate lower than the interest rate determined in the auction.

5.7. The classified investors will be entitled to sell the securities included in the units allocated to them starting from the date of their registration on the TASE and no lock-up provisions shall apply to them.

6. <u>Other Terms of the BONDS (Series 11)</u>

6.1. For full and binding details of the BONDS (Series 11), see the Trust Deed of the BONDS (Series 11). In the event of a contradiction between what is stated regarding the terms of the BONDS (Series 11) in this shelf offering report and the Trust Deed, the provisions of the Trust Deed shall prevail. To the best of the company's knowledge, as of the date of the shelf offering report, no such contradiction exists.

6.2. **Linkage** – The principal of the BONDS (Series 11) and the interest thereon will be linked to the Consumer Price Index for April 2026, as published by the Central Bureau of Statistics on May 15, 2026 (hereinafter in this sub-section: the **"Base Index"**) such that if it is determined on any payment date that the index known on the date of interest and/or principal payment (hereinafter: the **"Payment Index"**) has risen compared to the Base Index, the company will pay the principal and/or interest payment, increased proportionally to the rate of increase of the Payment Index compared to the Base Index. The BONDS will be protected, such that if the Payment Index is lower than the Base Index, the Payment Index will be the Base Index. According to the TASE Regulations and directives, the linkage method for the principal and/or interest will not change during the term of the BONDS.

6.3. **Collateral** - The BONDS (Series 11) are not secured by any collateral, and will rank pari passu among themselves, in connection with the company's obligations under the BONDS, and without any right of priority or preference of one over the other.

6.4.

Right to declare immediate repayment - Within the framework of the Trust Deed, under which the BONDS (Series 11) are issued, grounds for declaring the BONDS for immediate repayment were established. For details, see section 8 of the Trust Deed (Series 11).

6.5. **Default Interest and Early Redemption** - For details regarding default interest and the company's right to early redemption, see sections 4.6 and 9.2, respectively, of the conditions listed overleaf in the Trust Deed as well as section 3.1.4 of the Trust Deed.

It is clarified that in accordance with the TASE Regulations and its directives as of the date of publication of the shelf offering report, only one partial early redemption date can be determined in each quarter, provided that without derogating from the above, at least 30 days shall pass between two partial redemption dates. It is further noted in this context that according to the TASE Regulations and its directives as of this date, when the execution of the early redemption is contingent upon the fulfillment of any condition, the company may execute the early redemption on the date set in the notice given by it in accordance with section 9.2(e) of the conditions listed overleaf and provided that at least four trading days have passed between the date of the notice regarding the fulfillment of the condition and: (1) the record date for early redemption - in the case of partial early redemption; or (2) the last trading day, in the case of final early redemption.

6.6. **Expansion of the BONDS series (Series 11)** - For details regarding the company's right to issue additional BONDS of the BONDS series (Series 11) see section 3.2 of the Trust Deed. It is clarified that the issuance of additional BONDS of the BONDS series (Series 11) is subject, among other things, to obtaining the TASE approval for their registration for trading.

6.7. For further details regarding the protection mechanisms in the Trust Deed (Series 11), in accordance with the legal staff position of the Securities Authority dated August 9, 2020, see Appendix B of this offering report.

6.8. Rating

On May 26, 2026, Maalot announced that it had determined a rating of "ilAA+" in respect of the issuance of the BONDS series (Series 11) in a scope of up to NIS 800 million par value which will be issued by the company within the framework of the shelf offering report, and on June 10, 2026, Maalot updated that the said rating is valid for an issuance of up to NIS 2.120 billion par value (hereinafter: the **"Rating Report"**).

The Rating Report and Maalot's consent for its inclusion are attached to this shelf offering report as Appendix C.

6.9. Registration of Securities in the Name of a Nominee Company

The company undertakes to register the BONDS (Series 11), to be issued under this shelf offering report, for trading on the TASE in the name of the Tel Aviv Stock Exchange Nominee Company Ltd.

7. Taxation and Withholding

7.1. General

In recent years, several amendments were made that significantly changed the provisions of the Income Tax Ordinance (New Version), 1961 (hereinafter: the "Ordinance"), concerning the taxation of securities traded on the TASE, including among others:

Within the framework of Amendment 195 to the Ordinance, Section 121B was added to the Ordinance, which determines that an individual will be liable starting from 2013 for an additional tax on the part of their taxable income exceeding the amount stated in the section. This section was updated on December 29, 2016, when the Law for Economic Efficiency (Legislative Amendments for the Implementation of Economic Policy for the Budget Years 2017 and 2018), 1957-2016 (hereinafter: "**Arrangements Law for 2017-2018**") was published in the records, and thereafter on December 26, 2024, the section was updated once more when the Law for Economic Efficiency (Legislative Amendments for Achieving Budgetary Objectives for the 2025 Budget Year) (Freezing of Tax Updates and Surtax), 2024-2024 (hereinafter: "**Amendment 276**") was published in the records. The updated Section 121B determines that an individual whose taxable income exceeded 721,560 New Israeli Shekels (as of tax year 2026 - the amount is updated annually according to the increase in the Consumer Price Index, except for the years 2025 to 2027 as stated in Amendment 276), will be liable for tax at a rate of 3%, on the part of their taxable income exceeding the said amount. Taxable income as defined in Section 88 of the Ordinance and Section 47 of the Land Taxation Law, includes all types of income including capital gains and land appreciation tax (sale of a right in real estate in a residential apartment will be included only if its sale value exceeds NIS 5,385,285 (for the year 2026) and the sale is not exempt from tax under any law), except for an inflationary amount as defined in Section 88 of the Ordinance and an inflationary amount as defined in Section 47 of the Land Taxation Law. Furthermore, it was determined that starting from tax year 2025, an individual whose taxable income from capital sources (such as income from capital gains, interest, dividend, rent, and from the sale of rights in real estate that are not income from work or business or personal exertion), exceeded a total of NIS 721,560, will be liable for an additional tax at a rate of an additional 2% on the part of their taxable income from capital sources exceeding the said ceiling (hereinafter: "**Surtax**").

In the Arrangements Law for 2017-2018, the corporate tax rate, set in Section 126(a) of the Ordinance, was reduced to 23% starting January 1, 2018.

It is clarified that the following refers to the tax position of investors who are residents of Israel. It should be noted that with respect to an individual who was a "first-time resident of Israel" and a "senior returning resident," as defined in the Ordinance, different tax implications may apply than those described below, and it is suggested that such residents turn to receive individual advice for the purpose of examining their eligibility for tax benefits in Israel.

It should also be noted that with respect to investors who will be considered "controlling shareholders" or "substantial shareholders," as defined in the Ordinance, additional tax implications may apply beyond those described below.

In addition, the reference as brought below regarding the taxation of a foreign resident body of persons is qualified in a case where Israeli residents are its controlling shareholders, or the beneficiaries or those entitled to 25% or more of the income or profits of the foreign resident, directly or indirectly, in accordance with the provisions of Section 68A of the Ordinance.

According to the law existing today, following the entry into force of the amendments detailed above, the tax arrangements described in summary below apply to the BONDS offered under this offering report:

7.2. <u>Capital Gains from the Sale of the Offered BONDS</u>

In accordance with Section 91(b) of the Ordinance, real capital gain[4] from the sale of index-linked securities[5], by an individual resident of Israel is liable for tax at the individual's marginal tax rate in accordance with Section 121 of the Ordinance at a rate not exceeding 25%, and the capital gain shall be viewed as the highest tier in their taxable income scale, except for the sale of BONDS by an individual who is a "holder"

[4] As this term is defined in Section 88 of the Ordinance.

[5] As this term is defined in Section 91 of the Ordinance.

"substantial shareholder" in the company, i.e., the holder directly or indirectly, alone or together with another[6], of at least 10% in one or more of any type of control means[7] in the company, at the time of the sale of the BONDS or at any time during the 12 months preceding said sale (hereinafter: **"substantial shareholder"**), for whom the tax rate regarding real capital gain in his hands shall be at the marginal tax rate of the individual in accordance with Section 121 of the Ordinance, at a rate not exceeding 30%. Regarding the calculation of real capital gain on the sale of a bond by an individual whose value is linked to foreign currency or is denominated in foreign currency, the currency rate shall be seen as the index.

Regarding an individual who claimed a deduction for real interest expenses and linkage differences for the BONDS, the capital gain from the sale of the BONDS will be taxed at a rate of 30%, until the determination of provisions and conditions for the deduction of real interest expenses and linkage differences according to Sections 101A(a)(9) and 101A(b) of the Ordinance.

The aforementioned reduced tax rate shall not apply to an individual whose income from the sale of the BONDS is in the nature of income from a "business" or "vocation", in accordance with the provisions of Section 2(1) of the Ordinance, in which case the marginal tax rate applicable to his income shall apply, as provided in Section 121 of the Ordinance (up to 47% in 2026). In addition to the aforementioned tax rates, and as detailed in Section 7.1 above, an additional tax at a rate of an additional 3% shall apply to the part of the individual's taxable income exceeding an amount of NIS 721,560 (as of 2026) and an additional tax at a rate of 2% shall apply to his taxable income from a capital source exceeding a total of NIS 721,560 (as of 2026), which includes, among other things, income from capital gains, land appreciation, income from dividends, interest and linkage differences, rent, or the sale of real estate as long as these do not amount to a business in his hands.

In accordance with the provisions of Section 89(e) of the Ordinance, upon redemption of a bond, the income from which does not constitute income from a "business" or "vocation", linkage differences shall be considered taxable under the provisions of Part E of the Ordinance only. Linkage differences accumulated on the interest are treated as interest and will also be taxed at the same tax rate. It should be noted that the Consumer Price Index published by the Central Bureau of Statistics shall be considered the index for the purposes of Section 125C of the Ordinance, and for an asset whose value is linked to foreign currency or is denominated in foreign currency - the currency rate.

A body of persons will be liable for tax on real capital gains from the sale of the BONDS at the corporate tax rate set in Section 126(a) of the Ordinance (23% in 2026).

In accordance with the provisions of Section 129C(a)(1) of the Ordinance, an exempt mutual fund (as defined in Section 88 of the Ordinance) will be exempt from tax on capital gains from the sale of the BONDS as aforementioned, provided that all the conditions set in that section are met. Provident funds and entities exempt from tax under Section 9(2) of the Ordinance are exempt from tax on capital gains from the sale of the BONDS as aforementioned, provided that the conditions set in that section are met.

In accordance with the provisions of Section 129C(a)(2) of the Ordinance, the taxable income of a taxable mutual fund (as defined in Section 88 of the Ordinance) from the sale of the BONDS shall be subject to the tax rate applicable to the income of an individual whose income does not constitute "business" or "vocation" income in his hands, unless explicitly stated otherwise by law. If no special tax rate is set by law for the income, the income shall be taxed at the maximum rate set in Section 121 of the Ordinance (up to 47% as of 2026), as well as an additional tax, as applicable, all in accordance with the provisions of Section 129C of the Ordinance.

Generally, a foreign resident (individual and company), as defined in the Ordinance, is exempt from tax on capital gains from the sale of BONDS traded on the TASE in Israel, if the capital gain is not in his permanent establishment in Israel and in accordance with the conditions and limitations set in Section 97(b2) of the Ordinance. The above shall not apply to a foreign resident company if Israeli residents are the controlling shareholders[8] in it, or are the beneficiaries, or are entitled to 25% or more of the income or profits of the foreign resident body of persons, directly or indirectly, alone or together with another, in accordance with the provisions of Section 68A of the Ordinance. In the event that such an exemption does not apply, the provisions of the tax treaty (if one exists) between Israel and the country of residence of the foreign resident may apply, subject to the advance submission of an appropriate certificate from the Tax Authority.

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6 As this term is defined in Section 88 of the Ordinance.

[7] As this term is defined in Section 88 of the Ordinance.

[8] "controlling shareholder" – a shareholder holding, directly or indirectly, alone, together with another, or together with another Israeli resident, one or more means of control at a rate exceeding 25%.

Regarding the withholding of tax at source from the real capital gain on the sale of the offered BONDS, in accordance with the Income Tax Regulations (Deduction from Consideration, from Payment or from Capital Gain on the Sale of a Security, on the Sale of a Unit in a Mutual Fund or in a Future Transaction), 2002 (hereinafter: "Deduction from Consideration Regulations"), a liable person (as defined in Regulation 1 of the Deduction from Consideration Regulations) who pays the seller consideration for the sale of the BONDS, where the seller is an individual, shall withhold, through the TASE member, tax at the rate of 25% of the real capital gain.

Also, a liable person who pays a seller that is a body of persons consideration for the sale of a security, payment in a future transaction, or real capital gain on the sale or redemption of a unit in an exempt mutual fund or a taxable mutual fund, shall withhold from the real capital gain or from the payment, as the case may be, tax at the corporate tax rate set in Section 126(a) (23% in 2026). This is taking into account withholding tax exemption (or reduced rate) certificates issued by the Tax Authority and taking into account the offsetting of losses that the withholder is allowed to perform. Furthermore, tax shall not be withheld at source for provident funds, mutual funds, and other entities exempt from withholding tax by law, listed in the appendix to the Income Tax Regulations (Deduction from Interest, Dividend and Interest) 2005 (hereinafter: "Deduction from Dividend and Interest Regulations"), after they present the appropriate certificates. The withholding of tax at source will be carried out through the TASE members.

It should be noted that if at the time of sale the full tax was not withheld at source from the real capital gain as detailed above, the provisions of Section 91(d) of the Ordinance and the provisions thereunder shall apply regarding reporting and payment of an advance by the seller for such sale on July 31 and January 31 of each tax year, for the sale of BONDS in the six months preceding the month in which the reporting day falls.

Generally, as long as the BONDS registered under the shelf offer report are delisted from trading on the TASE, the tax rate withheld at source upon their sale (after delisting) will be thirty percent (30%) of the consideration, as long as a certificate from the Assessing Officer directing another withholding tax rate (including an exemption from withholding tax at source) is not presented.

Tax will not be withheld at source by a banking corporation or a TASE member for a foreign resident under certain conditions. Furthermore, the withholding tax rate in the case of a foreign resident may be reduced in accordance with a valid certificate from the Tax Authority, subject to treaties for the prevention of double taxation as aforementioned.

Regulation 5 of the Deduction from Consideration Regulations provides that certain provisions in the Deduction from Consideration Regulations shall not apply to a liable person who is a financial institution paying a seller who is a foreign resident consideration or another payment for an exempt capital gain, if the foreign resident submitted to the financial institution within 14 days from the date of opening the account and once every three years, if he or his representative were in Israel, a declaration on Form 2402 regarding his being a foreign resident and his eligibility for an exemption.

7.3 . <u>Offsetting losses in the sale of the offered BONDS</u>

Generally, losses in the tax year, originating from the sale of the BONDS offered in the tax year, will be allowed for offset only in cases where if capital gains had been generated they would have been taxable in the hands of their recipient (individual or body of persons). Such losses shall first be offset against real capital gains and real land appreciation resulting from the sale of any asset, in Israel or abroad (except for a taxable inflationary amount which will be offset at a ratio of 1 to 3.5), all in accordance with the provisions of Section 92 of the Ordinance.

A capital loss generated in the tax year from the sale of the BONDS will be offsettable also against interest and dividend income paid for that same bond or for other securities received in that same tax year, provided that the tax rate applicable to such interest or dividend did not exceed the corporate tax rate set in Section 126(a) of the Ordinance (23% in 2026) if it is a body of persons, and the rate set in Sections 125B(1) or 125C(b), as the case may be (25% in 2026), if it is an individual.

The offsetting of losses will be carried out by way of offsetting a capital loss against capital gains, or against interest or dividend income as aforementioned. In this context, it should be noted that if the individual is a substantial shareholder, the capital loss that arose in the tax year from the sale of securities will not be offsettable against dividend or interest income from other securities in his hands.

In accordance with Regulation 9 of the Income Tax Regulations (Deduction from Consideration, from Payment or from Capital Gain on the Sale of a Security, on the Sale of a Unit in a Mutual Fund or in a Future Transaction), 2002 (hereinafter: "Deduction from Consideration Regulations"), within the calculation of the capital gain for the purpose of withholding tax at source from the sale of traded securities, units of mutual funds, and future transactions (hereinafter: "Traded Securities"), the person liable for withholding at source (as defined in the Deduction from Consideration Regulations) shall offset the capital loss generated from the sale of Traded Securities, provided that it was generated from the sale of Traded Securities that were under the management of the liable person, and subject to the condition that the gain was generated in the same tax year in which the loss was generated, whether before the date the loss was generated or after said date.

A loss that cannot be offset, in whole or in part, in a particular tax year, as aforementioned, will be offsettable against real capital gains and real land appreciation only, as stated in Section 92(b) of the Ordinance, in the following tax years, one after another, after the year in which the loss was generated, provided that a report was submitted to the Assessing Officer for the tax year in which the loss was generated.

Offsetting a current business loss from interest income and capital gain in the sale of the offered securities-

In addition to what was stated above regarding offsetting a loss from the sale of a security against interest income in the same tax year, interest income in the hands of an Israeli resident (individual or company), originating from the offered BONDS, can be offset against a current business loss from an Israeli source (which, if it were a business profit, would be assessed according to the provisions of the Ordinance) subject to the provisions of Section 28 of the Ordinance. Also, a current business loss as aforementioned can be offset against capital gains from the sale of the offered BONDS.

According to the ruling of the Supreme Court, upon the sale of the offered securities, as long as the security is denominated in foreign currency and in the calculation of the capital gain the currency rate was taken as the index and during the period from the date of purchase to the date of sale the exchange rate of the foreign currency fell and the same security was sold at a loss, the amount of the loss resulting from the decrease in the exchange rate value shall be neutralized from the loss.

7.4. Tax rate applicable to interest income and discount fees from BONDS

In accordance with the provisions of Section 125C(b) of the Ordinance, an individual shall be liable for tax at a rate not exceeding 25% on interest (including partial linkage differences as defined in Section 3(e6) of the Ordinance) including discount fees, originating from BONDS fully linked to the index (as defined in Section 125C of the Ordinance) and this income shall be seen as the highest stage in the scale of his taxable income.

In accordance with Section 9(13) of the Ordinance, an individual shall be exempt from linkage differences he received due to an asset, provided that all the following are met: (1) the linkage differences are not partial linkage differences[9]; (2) the individual did not claim a deduction for interest expenses or linkage differences for the asset; (3) the linkage differences are not income under Section 2(1) and are not recorded in his account books or required to be recorded as such.

In accordance with Section 125C(d) of the Ordinance, the aforementioned reduced tax rates applicable to an individual shall not apply if, among other things, one of the following conditions is met: (1) the interest is income from a "business" or "vocation" according to Section 2(1) of the Ordinance or it is recorded in the individual's account books or required to be recorded as such; (2) the individual claimed a deduction for interest expenses and linkage differences for the BONDS on which the interest is paid; (3) the individual is a substantial shareholder, as defined in Section 88 of the Ordinance, in the company paying the interest; (4) the individual is an employee of the company that paid the interest, or he provides services to it or sells products to it, or he has other special relationships with it, unless it is proven to the satisfaction of the Assessing Officer that the interest rate was determined in good faith and without being affected by the existence of such relationships between the individual and the paying company; (5) another condition set by the Minister of Finance with the approval of the Finance Committee of the Knesset is met. In these cases, the individual will be liable for tax on interest or discount fees at the individual's marginal tax rate, in accordance with the provisions of Section 121 of the Ordinance (up to 47% in 2026).

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[9] Section 9(13) of the Ordinance provides that the definition of "partial linkage differences" is as determined by the Minister of Finance with the approval of the Finance Committee of the Knesset. In view of this, the Minister of Finance, with the approval of the Finance Committee of the Knesset, enacted the Income Tax Regulations (Determination of Partial Linkage Differences), 2003, where, in Regulation 1, the alternatives for "partial linkage differences" were set.

In addition to the aforementioned tax rates, and as detailed in Section 7.1 above, an additional tax at a rate of 3% shall apply to the part of the individual's taxable income exceeding an amount of NIS 721,560 (as of 2026) and an additional tax at a rate of 2% shall apply to his taxable income from a capital source exceeding NIS 721,560 (as of 2026), which includes, among other things, income from capital gains, land appreciation, income from dividends, interest and linkage differences, rent, or the sale of real estate as long as these do not amount to a business in his hands.

The tax rate applicable to the interest income or discount fees of an Israeli resident body of persons that is not a body of persons to which the provisions of Section 9(2) of the Ordinance apply in determining its income, is the corporate tax rate set in Section 126(a) of the Ordinance (23% in 2026), except regarding Section 3(h) of the Ordinance concerning accrued interest, originating from BONDS traded on the Stock Exchange.

An exempt mutual fund will be exempt from tax on interest received by it. Provident funds and entities exempt from tax under Section 9(2) of the Ordinance are exempt from tax on such interest income or discount fees, in accordance with the conditions and limitations of Section 9(2) of the Ordinance and subject to the provisions of Section 3(h) of the Ordinance regarding interest or discount fees accrued during the period of holding by another. The taxable income of a taxable mutual fund from interest or discount fees shall be subject to the tax rate applicable to the income of an individual whose income does not constitute "business" or "vocation" income in his hands, unless determined otherwise. If no special tax rate is set for the income, the income shall be taxed at the maximum rate set in Section 121 of the Ordinance (in addition, in relevant cases, an additional tax shall apply, as detailed above).

In accordance with the provisions of Section 9(15D) of the Ordinance, a foreign resident is exempt from tax on income from interest, discount fees, or linkage differences for a bond traded on the Stock Exchange in Israel, issued by an Israeli resident body of persons, provided that the income is not from a permanent establishment of the foreign resident in Israel. A foreign resident is one who is a foreign resident on the day of receiving the interest, discount fees, or linkage differences, as the case may be, except for one of the following:

(a) The foreign resident is a "substantial shareholder" (as defined in Section 88 of the Ordinance) in the issuing body of persons, or

(b) The foreign resident is a "relative" as defined in paragraph (3) of the definition of relative in Section 88 of the Ordinance, of the issuing body of persons, or

(c) The foreign resident is an employee, service provider, or seller of products to the issuing body of persons or has a special relationship with it (unless it is proven that the interest rate or discount fees were determined in good faith and without being affected by the existence of special relationships between the foreign resident and the issuing body of persons).

It should be noted that the aforementioned exemption shall not apply to a foreign resident company if Israeli residents are its controlling shareholders, or are the beneficiaries, or are entitled to 25% or more of the income or profits of the foreign resident body of persons, directly or indirectly, in accordance with the provisions of Section 68A of the Ordinance (see details above).

In the event that the aforementioned exemption does not apply, the tax rate that will apply to interest income and discount fees in the hands of foreign residents (individual and body of persons) originating from the offered BONDS will be in accordance with the provisions of the Ordinance and the regulations enacted thereunder, as detailed above, or in accordance with the provisions of treaties for the prevention of double taxation concluded between the State of Israel and the country of residence of the foreign resident (if any) and subject to the advance submission of an appropriate certificate from the Tax Authority.

7.5. **Withholding tax from interest income and discount fees**

In accordance with the provisions of Sections 164 and 170 of the Ordinance and in accordance with Regulation 5(a) of the Deduction from Interest and Dividend Regulations, the rate of tax to be withheld at source on interest (as defined in the Deduction from Interest and Dividend Regulations)[10] including discount fees, paid on BONDS fully linked to the Consumer Price Index traded on the Stock Exchange, is 25%, for an individual who is not a

10 Interest - interest, linkage differences that are not exempt by any law, including partial linkage differences, as defined in Section 9(13) of the Ordinance and discount fees.

substantial shareholder in the company paying the interest (including a foreign resident, who does not fulfill the exemption conditions set forth in Section 9(15D) of the Ordinance). Furthermore, according to Regulation 6 of the aforementioned regulations, regarding an individual who is a substantial shareholder in the company paying the interest or an individual working in the interest-paying company or providing it services or selling it products, the maximum marginal tax rate set forth in Section 121 of the Ordinance shall apply (up to 47% in 2026, excluding surtax).

Regarding a corporation, tax will be withheld at source at the corporate tax rate set forth in Section 126(a) of the Ordinance (23% in 2026).

It should be noted that regarding interest paid to a foreign resident to which the exemption provisions under Section 9(15D) of the Ordinance apply, no tax will be withheld at source.

The TASE member will withhold tax at source from the interest payments made to the BOND holders, except for entities exempt from tax withholding at source as stated in accordance with the law and subject to the presentation of appropriate approvals in advance.

A discount fee regarding a BOND is treated like interest liable for tax and withholding at source as stated above. Tax withholding at source for discount fees will be at the time of principal redemption.

Notwithstanding the above, the tax withholding rate at source in the case of a foreign resident (individual and corporation), as long as they do not fulfill the exemption conditions set forth in Section 9(15D) of the Ordinance as stated above, may be reduced subject to treaties for the prevention of double taxation signed between the State of Israel and the country of residence of the foreign resident and in accordance with a valid approval from the Tax Authority.

Interest payment to a provident fund, exempt mutual funds, and other entities listed in the appendix to the regulations for withholding from dividends and interest, is exempt from tax withholding at source after the presentation of appropriate approvals by them.

Tax withholding at source from interest paid for the BONDS traded on the Tel Aviv Stock Exchange will be withheld and transferred to the Tax Authority by the TASE member instead of the issuing companies. At the times of the BOND principal redemption, the TASE member will withhold tax at source for the discount fees. The Company will transfer to the TASE members (via the TASE) the gross interest amount as well as the information it has regarding the holders and the security by virtue of which the interest is paid as stated. In a case where interest is paid to a substantial shareholder or an individual working for the corporation paying the interest or to someone providing services or selling to the corporation paying the interest, the Company will be responsible for completing the tax withholding at source to the maximum tax rate as set forth in the regulations for withholding from interest and dividends.

The above is subject to exemption approvals (or reduced rate) from tax withholding at source and subject to the offsetting of losses that the withholder is permitted to perform.

7.6. **<u>Additional BOND issuances in the future as part of a series expansion</u>**

BONDS (Series 11) which are offered for the first time by the Company in this shelf offering report are issued in a tender on the interest rate, and therefore will not be issued at a discount.

The Company may issue additional BONDS in Series 11 at a discount in the future. In such a case, the Company will apply to the Tax Authority, before the series expansion of BONDS (Series 11) (i.e., until the date of receiving the TASE's approval for registration for trading of the additional BONDS), in order to receive its approval that for the purpose of tax withholding at source on the discount fees for the BONDS (Series 11), a uniform discount rate will be set for the BONDS (Series 11) according to a formula weighting the different discount rates in that same series, if any (hereinafter: "**weighted discount rate**").

Insofar as such approval is received from the Tax Authority, the Company will calculate the weighted discount rate for all the BONDS (Series 11) in accordance with that approval, and will submit an immediate report, prior to the registration for trading of the additional BONDS (Series 11) that will be issued within the framework of the series expansion, in which it will announce what the weighted discount rate is for the entire series. For the avoidance of doubt, it should be noted that in such a case all other provisions of the law regarding the taxation of discount fees will apply. At the redemption dates of the BOND principal, the Company will withhold tax at source for the discount fees. In Regulation 4 of the Income Tax Regulations (Calculation of Capital Gain on the sale of a security traded on the TASE, state loan or a unit in a mutual fund), 5763-2002, it was determined that in the redemption of a BOND traded on the TASE in which discount fees are also paid, the redemption proceeds will be viewed as the proceeds plus the discount fees, if all of the following are met: (1) the capital gain on the sale of the BOND is not tax exempt; (2) a capital loss was created at the time of redemption; and (3) the redemption is not by a controlling shareholder or by someone who held the BOND from the day it was allocated or issued, all up to the amount of the capital loss. The discount fees that are viewed as proceeds according to these provisions shall not be considered income under section 2(4) of the Ordinance. TASE members will withhold tax at the BOND redemption dates according to the weighted discount rate as stated and in accordance with the provisions of the law.

If such approval is not received from the Tax Authority, the Company will notify via an immediate report before the issuance of BONDS as a result of the series increase, about the non-receipt of such approval and that the uniform discount rate will be the highest discount rate created for this series. TASE members will withhold tax at source upon redemption of BONDS (Series 11), according to the discount rate reported as stated.

Therefore, there may be cases in which tax is withheld at source for discount fees at the weighted discount rate set for whoever held the BONDS of the relevant series prior to the series expansion (hereinafter: "the excess discount fees"), whether or not an approval was received from the Tax Authority to set a uniform discount rate for the series. In this case, a taxpayer who held the BONDS before the series increase and until the redemption of the BONDS will be entitled to submit a report to the Tax Authority and receive a refund of the tax withheld from the discount fees, as long as they are entitled to such a refund according to the law.

As is customary when making decisions regarding capital investments, the tax implications associated with investing in the BONDS offered in this shelf offering report should be considered. The provisions included in the shelf offering report regarding the taxation of the BONDS offered therein reflect the provisions of the law as they are at the date of the shelf offering report, and these may change until the date of the actual offering of the said BONDS according to this offering report. The provisions included in this shelf offering report regarding the taxation of the BONDS offered therein do not purport to constitute an authoritative interpretation of the legal provisions mentioned in this offering report, and do not replace professional advice, in accordance with the specific data and unique circumstances of each investor.

The general description above does not constitute a substitute for individual advice by experts, taking into account the unique circumstances of each investor. It is recommended for anyone wishing to purchase BONDS according to this shelf offering report to seek professional advice in order to clarify the tax consequences that will apply to them in light of their unique circumstances.

8. <u>Avoidance of Making Arrangements</u>

8.1. The Company and the directors undertake, by their signatures on the shelf offering report, to avoid making arrangements that are not written in the shelf offering report in connection with the offering of the securities offered in the shelf offering report, their distribution and dissemination to the public, and undertake to avoid granting a right to the purchasers of the securities offered according to the shelf offering report to sell the securities which they purchased, beyond what is detailed in the shelf offering report.

8.2. The Company and the directors undertake, by their signature on this shelf offering report, to notify the Securities Authority of any arrangement known to them with a third party that contradicts the commitment as stated in Section 8.1 above.

8.3. The Company and the directors undertake, by their signatures on this shelf offering report, to avoid entering into a connection regarding the securities offered under the shelf offering report, their distribution and dissemination to the public, with any third party that to the best of their knowledge and investigation has made arrangements contrary to what is stated in Section 8.1 above.

8.4. The directors' undertaking as stated shall remain in effect as long as the directors continue to serve in their positions as directors of the Company.

9. Permits and Approvals

9.1. The Company applied to the TASE with a request to register for trading the BONDS (Series 11) offered under this shelf offering report, and the TASE gave its approval.[11]

9.2. The aforementioned approval of the TASE is not to be seen as approval of the details presented in the shelf offering report, their reliability or completeness, and does not constitute an expression of any opinion on the Company or on the quality of the securities offered in the shelf offering report or on the price at which they are offered.

9.3. In accordance with the TASE Regulations and the guidelines thereunder, registration for trading on the TASE of the BONDS (Series 11) offered under this shelf offering report is subject to the fulfillment of the conditions detailed below:

9.3.1. The value of public holdings in the BOND series (Series 11) after registration for trading shall not be less than 36 million NIS.

9.3.2. The minimum number of holders in the BONDS (Series 11) will be at least 35 holders, where the holding value of each of them is at least 200 thousand NIS (hereinafter: **"Minimum Holding Value"**). A holder for this purpose - one holder whose holding value exceeds the minimum holding value per holder as stated, or a holder together with others whose joint holding value exceeds the minimum holding value per holder.

9.3.3. It should be noted that the Company is exempt from the requirement according to the TASE Regulations and guidelines for equity after the registration for trading of the BONDS, since the value of the Company's shares registered for trading on the TASE is at least 200 million NIS.

9.4. If it turns out that all the TASE requirements as detailed in Section 9.3 above were not met, then the issuance of the BONDS (Series 11) will be canceled, they will not be registered for trading on the TASE, the funds received by the issuance coordinator will be returned to the subscribers, the securities will not be allocated to the subscribers, and the Company will announce this in an immediate report on the next business day.

9.5. The Company will view the receipt of the consideration by the issuance coordinator as if it was received by it, and in light of this, will request the registration of the BONDS (Series 11) for trading on the TASE.

10. Fee Payment

In accordance with the provisions of Regulation 4A of the Securities Regulations (Application Fee for Granting a Permit to Publish a Prospectus), 5755-1995, the Company will pay the Securities Authority the additional fee for the securities offered within the framework of the shelf offering report.

[11] It should be noted that as of this date, the TASE's approval has not yet been received.

11. Issuance Proceeds and Purpose of Proceeds

11.1. The expected proceeds to the Company from this issuance, assuming the **maximum quantity issued** (as defined in Section 1.1.2) is purchased, will be as detailed below:

Expected immediate proceeds (gross)	Approx. 2,102,997 thousand NIS
Less early commitment, concentration and distribution fee[12]	Approx. 27,720 thousand NIS
Less other expenses (estimated)	Approx. 1,500 thousand NIS
Expected immediate proceeds (net)	**Approx. 2,073,777 thousand NIS**

11.2. The issuance proceeds according to the shelf offering report will be used by the Company for ongoing financing needs, debt recycling, and making investments, all in accordance with the decision of the Company's board of directors from time to time.

11.3. No minimum amount was determined that must be achieved in the issuance according to the shelf offering report.

12. Updates to the Business Description of the Company from the date of publication of the Shelf Prospectus

For details regarding material changes and events in matters that must be described in the shelf prospectus, see the Company's immediate reports, published from the date of the publication of the shelf prospectus as stated and until the date of this shelf offering report, and which are included in the shelf offering report by way of reference. The full text of the said immediate reports can be viewed on the distribution website of the Securities Authority at: www.magna.isa.gov.il and also on the TASE's website at: www.maya.tase.co.il.

13. Financial Statements and Consent Letter

This shelf offering report includes by way of reference the Company's financial statements as of December 31, 2025 (as published on March 19, 2026, reference no.: 2026-01-024426) and the Company's financial statements as of March 31, 2026 (as published on May 20, 2026, reference no.: 2026-01-046537), including the consent of the Company's auditing accountants to the inclusion (including by way of reference) of their review report and audit report (as applicable) in the said financial statements.

14. Legal Opinion

The Company has received the following legal opinion:

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[12] Barak Leumi Underwriters Ltd., Leader Issuances (1993) Ltd., Discount Capital Underwriting Ltd., I.B.I. Underwriting and Issuances Ltd., Value Base Underwriting and Issuance Management Ltd., Menora Mivtachim Underwriting and Management Ltd., Rosario Underwriting Services (A.S.) Ltd., Active Underwriting Ltd. and Phoenix Underwriting Ltd. (hereinafter together: the "**Distributors**"). For their services, the Distributors shall be entitled to a distribution fee at the rate of 0.1% of the immediate proceeds actually received for the BONDS offered under this shelf offering report plus VAT as required by law. In addition, the Company shall be entitled to grant the Distributors a success fee at its sole discretion. The aforementioned fees shall be divided among the Distributors at the Company's discretion, provided that a distributor shall not be entitled to a fee for securities actually purchased as a result of the exercise of early commitments submitted by that distributor within the framework of the preliminary tender for classified investors. The issuance coordinator will receive a total concentration fee in the amount of approximately 30,000 thousand NIS. For details regarding the early commitment fee for classified investors, see Section 5.1.3 above.

June 10, 2026

To

Azrieli Group Ltd. (hereinafter: "the Company")

Tel Aviv

Dear Sir/Madam,

Subject: Shelf offering report of the Company dated June 10, 2026 ("the Shelf Offering Report") regarding the issuance of BONDS (Series 11) ("the Proposed Securities")

With reference to the above-mentioned Shelf Offering Report, we hereby provide our opinion as follows:

1. The rights attached to the Proposed Securities according to the Shelf Offering Report were correctly described in the Shelf Offering Report.
2. The Company has the authority to issue the Proposed Securities according to the Shelf Offering Report, in the manner described in the Shelf Offering Report.
3. The directors of the Company were duly appointed and their names are mentioned in the Shelf Offering Report.

We agree that this opinion of ours will be included in the Shelf Offering Report.

Sincerely yours,

Yuval Eden, Adv. **Ami Goldberg, Adv.**

Goldfarb Gross Seligman & Co.

Electra Tower, 98 Yigal Alon, Tel Aviv 6789141 | 03-608-9999 www.goldfarb.com

The Round Tower, 1 Azrieli Center, Tel Aviv 6710101 | 03-607-4444 info@goldfarb.com

Mittelstrasse 14, 8008 Zurich, Switzerland

Signatures

The Company:

Azrieli Group Ltd. ____________________

The Directors:

Dana Azrieli ____________________

Naomi Azrieli ____________________

Sharon Azrieli ____________________

Irit Sekler-Pilosof ____________________

Menachem Einan ____________________

Dan Itzhak Gillerman ____________________

Joseph Shachak ____________________

Varda Levy ____________________

Ariel Kor ____________________

Nehemia (Chemi) Yaacov Peres ____________________

Appendix A - The Trust Deed for the BONDS (Series 11)

Trust Deed
for BONDS (Series 11)

Dated June 10, 2026

B E T W E E N:

Azrieli Group Ltd.

of 1 Azrieli Center, Tel Aviv

Telephone: 03-6081400

Fax: 03-6081380

(hereinafter: "the Company")

On the one hand

A N D:

Hermetic Trust (1975) Ltd.

of 30 Sheshet HaYamim St., Bnei Brak

Telephone: 03-5544553

Fax: 03-5271451

(hereinafter: "the Trustee")

On the other hand

Whereas And on May 28, 2025, the Company published a shelf prospectus, bearing the date of May 29, 2025, according to which the Company may issue within the framework of shelf offering reports, inter alia, BONDS that are not convertible into the Company's shares, of Series 11 (hereinafter: "the BONDS");

And whereas And on May 26, 2026, S&P Global Ratings Maalot Ltd. (hereinafter: "Maalot") announced the granting of an ilAA+ rating for the issuance of the BONDS (Series 11) that the Company intends to issue;

And whereas And the Trustee is a company limited by shares duly incorporated in Israel whose purpose is to engage in trusts;

And whereas And the Trustee declares that there is no prevention under the Law (as defined below) or any other law, for its engagement with the Company under this Trust Deed and that it meets the requirements and qualification conditions set forth in the Law (as defined below), to serve as a trustee under this Trust Deed;

And whereas And the Trustee has no material interest in the Company[1] and the Company has no personal interest in the Trustee;

And whereas And the Company declares that there is no prevention under any law and/or agreement to issue the BONDS according to this deed and for the engagement with the Trustee under this Trust Deed;

And whereas And the Company applied to the Trustee, that subject to the issuance of the BONDS (Series 11), it would serve as trustee for the holders of the BONDS (Series 11), to be issued within this framework, and the Trustee agreed thereto, all subject to and in accordance with the terms of this Trust Deed and that all approvals according to any law or agreement for the issuance of the BONDS according to this Trust Deed have been received;

And whereas And the Trustee agreed to sign this Trust Deed and to act as a trustee for the holders of the BONDS;

[1] It should be noted that at the time of signing this Trust Deed, the Trustee serves as trustee for the Company's BONDS series D, E, F, G, H, and I.

Whereas it is the parties' desire to regulate the terms of the BONDS (Series 11) in this Trust Deed for the BONDS (Series 11), in light of the Company's intention to offer to the public, for the first time, BONDS (Series 11) pursuant to the Shelf Prospectus, as will be detailed in the Shelf Offering Report to be published by the Company (hereinafter: the **"Shelf Offering Report"**), such that this Trust Deed shall apply to the BONDS (Series 11) only;

Therefore it is agreed, declared and stipulated between the parties as follows:

1. Introduction, Interpretation and Definitions

1.1 The preamble to this Trust Deed and the appendices attached thereto constitute an integral part hereof.

1.2 The division of this Trust Deed into sections and the provision of headings to the sections are for convenience and reference purposes only, and shall not be used for interpretation purposes.

1.3 All terms stated in this Deed in the plural shall also include the singular and vice versa, all terms stated in the masculine gender shall also include the feminine gender and vice versa, and all terms stated in reference to a person shall also include a corporation, all provided that there is no other express provision in this Deed.

1.4 In any matter not mentioned in this Deed, as well as in any case of contradiction between the provisions of the law, which cannot be stipulated against, and this Deed, the parties shall act in accordance with the provisions of Israeli law that cannot be stipulated against. The provisions of this Deed shall apply in relation to the BONDS (Series 11) only; in any case of contradiction between the Trust Deed and its accompanying documents, as well as the provisions of the Shelf Prospectus, the provisions of the Trust Deed shall prevail, subject to the TASE Regulations and its guidelines.

1.5 This Trust Deed, with all its provisions, shall enter into force upon and subject to the issuance of the BONDS (Series 11). It is clarified that in the event that BONDS (Series 11) are not issued for any reason whatsoever, the validity of this Trust Deed shall expire of its own accord and the trust hereunder shall not enter into force.

1.6 Record dates for payments and dates for early redemption (all of which shall hereinafter be called **"the Dates"**) were determined, among other things, in accordance with the provisions of the TASE Regulations, the guidelines thereunder and the bylaws of the TASE Clearing House (hereinafter: **"the TASE Provisions"**) valid on the date of signing the Trust Deed. The TASE Provisions may change from time to time, and among other things, various restrictions may be set therein regarding the Dates specified in the Trust Deed. If the TASE Provisions regarding the Dates change as stated, the change shall also apply to securities issued under the Trust Deed, unless otherwise expressly determined by the TASE or by the TASE Clearing House.

1.7 In this Trust Deed, the following expressions shall have the meaning appearing alongside them, unless expressly stated otherwise:

"The Company" -	Azrieli Group Ltd.;

"This Trust Deed" or "the Trust Deed" or "this Deed" -	This Trust Deed and the amendments thereto, if any, including the additions and appendices attached hereto and forming an integral part hereof;
"The Trustee" -	The Trustee mentioned at the beginning of this Deed and/or anyone who shall serve from time to time as a trustee of the BONDS holders according to this Deed;
"The Prospectus" or "the Shelf Prospectus" -	The Company's shelf prospectus published on May 28, 2025, bearing the date May 29, 2025;
"Offering Report" or "Shelf Offering Report" -	An offering report in accordance with the provisions of Section 23A of the Law (as defined below), in which all details required for the offering of the BONDS (Series 11) will be completed, including the composition of the units offered, in accordance with the provisions of any law and in accordance with the TASE Regulations and guidelines, as they shall be at that time;
"Held Company" -	As defined in the Securities Regulations (Annual Financial Statements), 5770-2010;

"Insolvency Law" -	The Insolvency and Economic Rehabilitation Law, 5778-2018 and the regulations enacted thereunder as they shall be from time to time;
"Companies Law" -	The Companies Law, 5759-1999 and the regulations enacted thereunder as they shall be from time to time;
"The Law" or "Securities Law" -	The Securities Law, 5728-1968 and the regulations enacted thereunder as they shall be from time to time;
"The Basic Index" -	The Consumer Price Index for April 2026, as published by the Central Bureau of Statistics on May 15, 2026;
"Register" or "Record Book" -	The register of BONDS holders as mentioned in Section 26 of this Deed;
"TASE" -	The Tel Aviv Stock Exchange Ltd.;
"Principal" -	The total par value of the BONDS Series 11;
"Ordinary Resolution" -	A resolution passed at a meeting of BONDS holders, convened according to Sections 35L1 and 35L14(a) of the Law (whether at the original meeting or at the adjourned meeting), by a majority of at least fifty percent (50%) of all votes of those participating in the vote, excluding abstainees;
"Special Resolution" -	A resolution passed at a meeting of BONDS holders, attended by, themselves or by their proxies, holders of at least fifty percent

(50%) of the outstanding par value of the BONDS in circulation on the record date for the meeting, or at an adjourned meeting of this meeting, attended by, themselves or by their proxies, holders of at least twenty percent (20%) of the said outstanding balance, and which was passed (whether at the original meeting or at the adjourned meeting) by a majority of at least two-thirds (2/3) of all votes of those participating in the vote, excluding abstainees;

"The Registration Company" -	The Tel Aviv Stock Exchange Registration Company Ltd.;
"The BONDS Series" or "Series 11" or "the BONDS" or "the BONDS (Series 11)" -	The series of BONDS, to be called Series 11 of BONDS of the Company, registered by name, the terms of which are in accordance with the BONDS certificate of Series 11 and the Trust Deed, which shall be issued from time to time by the Company at its sole discretion;
"The BONDS Holders" and/or "the BOND Owners" and/or "the Holders" -	As defined by the terms "holder" and "holder of certificates of commitment" in the Securities Law;
"Trading Day" -	Any day on which transactions are conducted on the Tel Aviv Stock Exchange Ltd.;
"TASE Clearing House" -	The Tel Aviv Stock Exchange Clearing House Ltd.;
"Azrieli Family Members" -	Ms. Dana Azrieli, Ms. Naomi Azrieli, Ms. Sharon Azrieli, including their first-degree relatives and including companies under the control of any of them;

Wherever it is stated in this Deed "subject to any law" (or a similar expression), the meaning is subject to any law that cannot be stipulated against, according to the provisions of Israeli law.

2. General

2.1. Appointment of the Trustee

2.1.1. The Company hereby appoints the Trustee as the first trustee for the BONDS (Series 11) holders by virtue of the provisions of Chapter E'1 of the Securities Law, including those entitled to payments by virtue of the BONDS which were not paid after their payment date arrived.

2.1.2. Should the Trustee be replaced by another trustee, the other trustee shall be the trustee for the BONDS holders by virtue of the provisions of Chapter E'1 of the Securities Law, including for those entitled to payments by virtue of the BONDS which were not paid after their payment date arrived.

2.1.3. Entry into force of the term: The trust for the BONDS holders and the duties of the Trustee according to the terms of this Trust Deed shall enter into force on the date of allocation of BONDS by virtue of this Deed by the Company.

2.2. **Term of Office; Expiration of Office; Resignation; Dismissal**

2.2.1. The first Trustee shall serve from the date mentioned in Section 2.1 above and his term shall end on the date of convening a holders' meeting (hereinafter: the "**First Appointment Meeting**"), which the Trustee shall convene no later than the end of 14 days from the date of submission of the annual report on trust matters according to Section 35H1(a) of the Law. Insofar as the First Appointment Meeting (by ordinary majority) approved the continuation of the term of the first Trustee, he shall continue to serve as trustee until the end of the additional appointment period determined in the decision of the First Appointment Meeting (which may be until the final redemption date of the BONDS).

2.2.2. Insofar as the First Appointment Meeting and/or any meeting subsequent to it set the additional appointment period of the Trustee, his appointment period shall end upon the passing of a resolution by the holders regarding the continuation of his term and/or the appointment of another trustee in his place.

2.2.3. Notwithstanding anything stated in this Section 2, the provisions of the Law shall apply to the appointment of the Trustee, his replacement, his term of office, the expiration of his office, his resignation and his dismissal.

2.3. In addition to the provisions of the Law and without derogating from them, the Trustee's duties shall be by law in accordance with Amendments 50 and 51 of the Securities Law.

2.4. The Trustee's signature on this Trust Deed does not constitute an expression of opinion on his part regarding the quality of the offered securities or the viability of investing in them.

2.5. Subject to the provisions of any law, the Trustee shall not be obligated to notify any party of the signing of this Deed.

2.6. Subject to the provisions of any law, the Trustee is not obligated to act in a manner not explicitly detailed in this Trust Deed, so that any information, including about the Company and/or in connection with the Company's ability to meet its obligations to the BONDS holders, reaches his knowledge, and this is not part of his role.

2.7. Subject to the provisions of any law and what is stated in this Trust Deed, the Trustee undertakes, by his signature on this Deed, to keep in confidence any information given to him by the Company and/or a company related to the Company and/or by anyone on their behalf (hereinafter: "**the Information**"), shall not disclose it to another and shall not make any use of it, unless its disclosure or use is required for the fulfillment of his role.

According to the Securities Law, according to the Trust Deed, or according to a court order, provided that the disclosure of such information is reduced to the minimum extent and scope required to meet the requirements of the law and that the Trustee shall coordinate with the Company in advance, as far as possible and permitted and provided that this does not materially harm the rights of the BONDS holders, the content and timing of the disclosure, in order to leave the Company reasonable time to apply to the courts and prevent the transfer of information as stated. It is hereby clarified that the transfer of information to the BONDS (Series 11) holders, including through public publication for the purpose of making a decision concerning their rights under the bond or for the purpose of providing a report on the Company's status, does not constitute a breach of the confidentiality undertaking as stated, provided that the information is transferred in the minimum scope required for the purpose of making the decision as stated in this section above. Transfer of such information to authorized representatives and/or professional advisors of the Trustee (hereinafter together: "**the Advisors**") shall be subject to the signing of a confidentiality and lack of conflict of interest statement by the Advisors in Appendix A to this Deed.

2.8 The Trustee may rely within the framework of his trust on any written document including an instructions letter, notice, request, consent or confirmation, appearing to be signed or issued by any person or body, which the Trustee believes in good faith was signed or issued by him.

2.9 The Trustee shall provide the Company with written notice regarding a change in the Trustee's contact details within 7 business days from the date of such change.

3. Issuance of the BONDS

3.1. General

3.1.1. The Company intends to issue, according to a shelf offering report, registered BONDS (Series 11) of 1 NIS par value each. The BONDS (Series 11) will be due for repayment (principal) in ten (10) equal installments at a rate of 10% of the principal for each installment, which will be paid once a year on June 30 of each of the years 2042 through 2051, such that the first payment of the principal will be paid on June 30, 2042, and the final payment of the principal will be paid on June 30, 2051.

3.1.2. The BONDS (Series 11) shall bear annual interest at a fixed rate to be determined in the tender for the interest rate, which shall not exceed a maximum interest rate as determined in the Offering Report. Interest on the outstanding balance, as it may be from time to time, of the principal of the BONDS (Series 11) shall be paid starting from December 2026, twice a year on June 30 of each of the years 2027 through 2051 and on December 30 of each of the years 2026 through 2050, such that the first interest payment shall be paid on December 30, 2026 and the final payment shall be paid on June 30, 2051.

Interest payments shall be paid for the period of 6 months starting on the first day after the end of the interest period immediately preceding it, and ending on the relevant interest payment date (hereinafter: "**the Interest Period**"), except for the first interest payment which shall be paid on December 30, 2026 for the period beginning on the first trading day after the tender day for the BONDS (Series 11) (the clearing day) and ending on the said payment date (hereinafter: "**the First Interest Period**"), and shall be calculated according to the number of days in the said period and on the basis of 365 days a year.

3.1.3.

The principal of the BONDS (Series 11) and the interest thereon shall be linked to the Consumer Price Index on the basis of the Basic Index as follows: if it is found at any payment date, that the index known at the interest and/or principal payment date (hereinafter: "**the Payment Index**") has risen compared to the Basic Index, the Company shall pay the

Payment of the principal and/or the interest, as it is increased proportionally to the rate of increase of the payment index compared to the base index. The BONDS will be subject to protection, so that if the payment index is lower than the base index, the payment index will be the base index. The linkage method cannot be changed during the period of the BONDS (Series 11).

3.1.4. Arrears interest: Any payment on account of principal and/or interest and/or linkage differentials (to the extent there are any), which is paid late by more than seven (7) business days from the date set for its payment according to the terms of the BONDS, for reasons depending on the company, shall bear arrears interest from the date set for its payment until the date of its actual payment. In this matter, **"arrears interest"** means an interest addition of 3.5% on an annual basis beyond the interest carried by the BONDS at the relevant time, calculated pro rata for the period from the date set for payment until the date of actual payment. In the event that arrears interest is paid, the company will publish an immediate report at least two (2) trading days before such payment in which it will announce the rate of the arrears interest and the paid interest rate including the interest rate carried by the BONDS plus the arrears interest and the payment date of the total interest for that period.

3.1.5. If after the date of their initial issuance of the BONDS (Series 11), the series of BONDS is expanded by the company, the holders of the BONDS (Series 11) as aforementioned who are issued as part of the expansion of the series, will not be entitled to receive payment on account of principal and/or interest and/or linkage for the aforementioned BONDS, for which the date set for these payments falls prior to the date of their issuance as aforementioned.

3.1.6. For the company's right to early redemption of the BONDS (Series 11) see section 9.2 of the terms registered on the reverse side.

3.2. **Issuance of Additional Securities and Expansion of the Series**

3.2.1. The company reserves the right to issue, subject to the provisions of the law, at any time (whether by private offering or by public offering), at its sole discretion, and without requiring the consent of the Trustee and/or the holders of the BONDS, BONDS of a different type or additional series of BONDS or additional series of other securities that are debt (hereinafter: **"the Additional Series"**) or other securities, under the same redemption, interest, linkage, collateral and other terms, as the company deems fit, whether they are superior to the terms of the BONDS, equal to them or inferior to them, and this without prejudice to the repayment obligation imposed on it. Notwithstanding the above, to the extent the company issues an additional series and this additional series is not backed by collateral (and as long as it is not backed by collateral), the rights of the additional series in liquidation shall not be superior to those of the BONDS (Series 11). It should be noted that to the extent an additional series backed by collateral and charges is issued, the priority in liquidation will be only with respect to the collateral and charges.

3.2.2. Notwithstanding the provisions of this section 3.2, the company undertakes toward the holders of the BONDS (Series 11) that it will be entitled to expand the series of BONDS (Series 11) only as long as there is no ground for calling the BONDS for immediate repayment (including as a result of the expansion as aforementioned). In addition, the company shall be entitled to perform an expansion of the series of BONDS (Series 11) only if such expansion does not harm the rating of the expanded series of BONDS after the expansion of the series compared to the rating as it was prior to the expansion of the series of BONDS. In any case of series expansion as aforementioned, the company will transfer to the Trustee, prior to receiving early commitment from classified investors in connection with the expansion of the series, a prior approval from the rating company according to which the issuance of the additional BONDS by way of series expansion does not harm the existing rating at that time of the BONDS (Series 11) and also will be transferred to the Trustee, prior to receiving commitments early from classified investors, approvals in connection with the expansion of the series as aforementioned, the fulfillment of which constitutes a condition for the expansion of the series, in a version to the satisfaction of the Trustee: (A) an approval from the senior officer in the company in the field of finance confirming that after the expansion of the series as aforementioned, the company will meet all the financial covenants set forth in section 5.5 below, without taking into account the cure and waiting periods in connection with those financial covenants and also — (B) an approval from a senior officer in the company that there is no ground for immediate repayment of the BONDS (Series 11) and that the company is meeting all its material obligations to the holders of the BONDS (Series 11).

3.2.3. For the removal of doubt, it is clarified that the issuance of additional BONDS from the series of BONDS (Series 11) will be done within the framework of the Trust Deed and the provisions of the Trust Deed will apply to them, and that the existing BONDS of series 11 and the additional BONDS of the same series (from the date of their issuance) will constitute one series for all intents and purposes and their terms will be identical to the terms of the existing BONDS in circulation. The company will apply to the Stock Exchange with a request to list the aforementioned additional BONDS for trading, when they are issued. The additional BONDS (Series 11) will not grant a right to payment of principal and/or interest for the BONDS (Series 11) whose set date for payment falls prior to the date of their issuance.

3.2.4. Without derogating from the above, the company reserves the right to allocate additional BONDS from an existing series of BONDS by way of expanding the series of the BONDS (Series 11) at a discount rate different from the discount rate of the BONDS that were in circulation at that time (to the extent there were any). Should the discount rate determined for the BONDS (Series 11) due to the expansion of the series be different from the discount rate of the BONDS in circulation at that time (to the extent there were any), the company will apply, before expanding the series, to the Tax Authority in order to receive its approval that regarding tax deduction at source from the discount fees for the BONDS, a uniform discount rate will be determined for the BONDS according to a formula weighting the different discount rates in the BONDS (Series 11), to the extent there are any. In case of receiving such approval, the company will calculate before the date of expanding the series the weighted discount rate for all the BONDS from the series, and will publish in an immediate report before the expansion of the series as aforementioned the uniform weighted discount rate for the entire series and tax will be deducted at the repayment dates of the BONDS (Series 11) according to the weighted discount rate as aforementioned and in accordance with the provisions of the law. If such approval is not received, the company will announce in an immediate report, before the issuance of BONDS as a result of the expansion of the series, the non-receipt of such approval and that the uniform discount rate shall be the highest discount rate created for the BONDS (Series 11). The TASE members will deduct tax at source at the time of repayment of the BONDS, in accordance with the discount rate that will be reported as aforementioned. Therefore, there may be cases where tax is deducted at source for discount fees at a rate higher than the discount fees determined for someone who held BONDS (Series 11) prior to the expansion of the series. In this case, a taxpayer who held the BONDS before the expansion of the series and until the repayment of the BONDS, will be entitled to submit a tax report to the Tax Authority and receive a refund of the tax deducted from the discount fees, to the extent they are entitled to such a refund by law.

3.2.5. It will be clarified, that the expansion of the series as aforementioned above, will be subject to receiving the Stock Exchange's approval for listing the additional BONDS for trading. It will further be clarified, that the Stock Exchange will not be responsible for checking the company's compliance with the conditions detailed above at the time of handling the request for listing the BONDS for trading.

3.3. <u>Existing restrictions regarding dividend distribution</u>

As of the date of this Trust Deed, a restriction applies to the company regarding dividend distribution to its shareholders as detailed in Note 16b to the financial statements of the company as of December 31, 2025 as attached to the annual report of the company for the year

2025 which was published on March 19, 2026. It will be clarified that nothing in the aforementioned constitutes a representation that this restriction will apply throughout the entire period of the BONDS (Series 11). Also, a restriction applies to the company in accordance with the provisions of section 5 of the Trust Deed for the BONDS (Series 4) of the company, as published on July 5, 2016, in accordance with the provisions of section 5 of the Trust Deed for the BONDS (Series 5) of the company, as published on January 20, 2019, in accordance with the provisions of section 5 of the Trust Deed for the BONDS (Series 6) of the company, as published on January 20, 2019, in accordance with the provisions of section 5 of the Trust Deeds for the BONDS (Series 7) and (Series 8) of the company, as published on July 19, 2021 and in accordance with the provisions of section 5 of the Trust Deed for the BONDS (Series 9) of the company, as published on July 23, 2024, and in accordance with the provisions of section 5 of the Trust Deed for the BONDS (Series 10) of the company, as published on July 17, 2025, and beyond the aforementioned and what is set in section 5 below, there are no restrictions as of the date of this Trust Deed regarding the performance of distributions by the company to its shareholders.

4. Purchase of BONDS by the Company and/or by a Related Holder

4.1. The company reserves for itself, subject to any provision in the law, the right to purchase at any time and at any price it sees fit, BONDS (Series 11), that will be in circulation from time to time, without prejudice to the repayment obligation imposed on it. The company will notify in an immediate report of any case of such purchase by the company. BONDS purchased by the company will be canceled and deleted from trading on the Stock Exchange and the company will not be entitled to re-issue them. In a case where the BONDS are purchased within the framework of trading on the Stock Exchange, the company will apply to the Stock Exchange Clearing House with a request to withdraw the BONDS certificates. Nothing in the aforementioned above shall prejudice the company's right to redeem the BONDS in early redemption (as stated in section 9.2 of the terms registered on the reverse side).

4.2. Any subsidiary of the company, an associated company of the company, an included company of the company, the controlling shareholders in the company (directly or indirectly), the family members of the controlling shareholders (as the term is defined in the Securities Law), a corporation controlled by one of them, or a corporation controlled by the company (except for the company regarding which the provisions of section 4.1 above will apply) (hereinafter: "Related Holder") shall be entitled to purchase and/or sell at any time and from time to time, including by way of issuance by the company, BONDS (Series 11). BONDS held as aforementioned by a related holder will be considered as an asset of the related holder, they will not be deleted from trading on the Stock Exchange and will be transferable like the rest of the company's BONDS (subject to the provisions of the Trust Deed and the BOND). A related holder will not be taken into account for the purpose of determining the legal quorum in a holders meeting and their votes will not be counted in the vote count in such meeting.

4.3. Nothing in the provisions of this section 4, in and of itself, shall obligate the company or the holders of the BONDS to purchase BONDS or to sell the BONDS in their possession.

5. Company Undertakings

5.1. General

5.1.1.

The company hereby undertakes to pay all amounts of principal, interest (including arrears interest as far as it applies) and linkage differentials paid according to the terms of the BONDS, as they are paid, and to fulfill all other terms and obligations imposed on it according to the terms of the BONDS and according to this deed. In any case where a payment date on account of a principal amount and/or interest falls on a day that is not a business day, the payment date will be postponed to the first business day following it, without any additional payment, interest or linkage. The company cannot condition in any way its obligations under this section. In case of conflict between this section and any conflicting undertaking of the company under this Trust Deed, the provisions of this section shall prevail.

5.1.2. The company undertakes that it will act for the registration of the BONDS (Series 11) for trading on the Stock Exchange. The BONDS (Series 11) will be registered for trading on the Stock Exchange and will be registered in the name of the Registration Company as detailed in the Trust Deed.

5.1.3. The company undertakes, that until the full, final and accurate settlement of the BONDS (Series 11) is completed according to the terms of the BONDS (Series 11), and the fulfillment of all other company obligations toward the holders of the BONDS (Series 11) according to the terms of the Trust Deed and the terms of the BONDS (Series 11), the details in this section 5 below shall apply.

5.2. **Additional Undertakings – Undertaking not to create a floating charge on all the company's assets**

The company undertakes that as long as the BONDS (Series 11) have not been repaid in full, the company will not charge nor mortgage in a floating (current) charge all the company's assets and rights, existing or future, to secure any debt or obligation to any party without at least one of the following conditions being met:

5.2.1. The company shall receive in advance the consent of the holders of the BONDS (Series 11), in a resolution permitting the company to create the floating charge for the benefit of the third party. Such a resolution shall be adopted as a special resolution in a meeting of holders, or alternatively -

5.2.2. The company will create for the benefit of the holders of the BONDS (Series 11), simultaneously with the creation of the floating charge for the benefit of the third party, a floating charge that will be identical (in terms of the assets it encompasses) and equal in its rank (pari-passu) relative to the debts secured by it, to secure the outstanding balance of the debt toward the holders of the BONDS (Series 11), according to charge documents and the provision of approvals that will be to the satisfaction of the Trustee, provided that in the charge documents it will be determined that in order to act to realize the charge as aforementioned (to the extent it is created), the Trustee is not required to receive the consent of the third party and also that the company will undertake to update the Trustee in writing shortly after it becomes known to it that the third party has initiated proceedings to realize the charge, or alternatively -

5.2.3.

The company will create for the benefit of the holders of the BONDS (Series 11), simultaneously with the creation of the floating charge for the benefit of the third party, a fixed charge as detailed in section 5.3 below or if a fixed charge as aforementioned in section 5.3 below was already created by the company prior to the date of creation of the floating charge for the benefit of the third party – such charge will not be removed until the floating charge for the benefit of the third party is removed (and it will be clarified that a fixed charge as detailed in this section 5.2.3 will be excluded from the scope of the floating charge for the benefit of the third party). or alternatively -

5.2.4. The company will provide for the benefit of the holders of the BONDS (Series 11), through the Trustee, an autonomous, unconditional and irrevocable bank guarantee to be issued by a bank/s or financial institution/s in Israel rated at a rating not less than a rating of (ilAA-) (in the rating of the Maalot rating company or a rating equivalent to it), in an amount equal to the amount which the floating charge created for the benefit of the third party secures or in a total constituting the outstanding balance of the debt to the holders of the BONDS (Series 11), whichever is lower at the time of creation of the charge.

Notwithstanding the above, it is clarified that the undertaking not to create a floating charge shall not apply to any of the following actions and charges:

(a) Pledge and mortgage of a certain, specific asset, or a limited number of specific assets, of the company's assets in a floating charge;

(b) Pledge to secure the recycling (or refinancing) of a loan that was secured by a floating charge on all the company's assets (and which met one or more of the conditions in sections 5.2.1 - 5.2.4 above at the time of its creation) provided that the debt secured by the new pledge as aforesaid shall not exceed the outstanding balance of the debt that was secured by the original debt.

(c) A floating charge on the company's assets (all or part of them) which was created by virtue of a specific law or according to regulatory requirements, and according to its terms, including a pledge or other security given to the State of Israel within the framework of receiving benefits according to the Law for the Encouragement of Capital Investments, 5719-1959 and a pledge in accordance with the Taxes Ordinance (Collection).

It is clarified that nothing stated in this section shall limit the company from pledging its property and/or its assets (all or part of them) with pledges that are not floating charges on all its assets, including the creation of floating charges on a specific asset, one or more, of the company, and/or from selling its assets and/or its businesses to any third party, without the need for any consent from the Trustee and/or from the BONDS holders. It is further clarified for the avoidance of doubt that nothing in this section shall limit the companies held by the company (including subsidiaries and affiliates) from creating any pledges on their assets and/or from selling their assets or businesses.

Furthermore, except as stated above, no restrictions of any kind shall apply to the company in imposing various types of pledges on its property.

The company declares that as of the date of signing this trust deed, it has not pledged or mortgaged in a floating (current) charge all the company's assets and rights, existing or future, to secure any debt or obligation to any party whatsoever.

If the company created a pledge in favor of the Trustee for the BONDS holders (Series 11) in accordance with this section 5.2, the provisions of section 5.3.4(c) below shall apply regarding the submission of documents to the Trustee, mutatis mutandis.

5.3. <u>Creation of a pledge in certain cases</u>

5.3.1. The creation of pledges according to this section 5.3 (including the submission of the documents detailed in section 5.3.4 below) is in lieu of the financial covenants set in sections 5.5.1 and 5.5.2 of this deed, meaning as long as the pledges according to section 5.3 are in effect, the company shall not be obligated by the financial covenants set in sections 5.5.1 and 5.5.2 above. In addition, the creation of pledges according to this section 5.3 below (including the submission of the documents detailed in section 5.3.4 below) is, starting from the date on which the documents detailed in section 5.3.4 below were submitted, in lieu of the provision set in section 8.1.10 (financial covenants) below, meaning as long as the pledges according to this section 5.3 are in effect, the cause for immediate repayment according to the aforementioned section 8.1.10 shall not arise. It is clarified that in accordance with section 5.3.4.13 below (and subject to its conditions), a pledge given as stated according to this section 5.3 may be temporary and the company has the option to cancel the said pledge while returning the obligations and the cause for immediate repayment in sections 5.5.1, 5.5.2 and 8.1.10 respectively, to effect – and all subject to what is stated in section 5.3.4.13 below and also to return and create pledges according to this section 5.3 and return and cancel it from time to time at its discretion and provided that it met the provisions of the trust deed and that no cause exists at the date of registration for calling the BONDS (Series 11) for immediate repayment.

5.3.2.

The company shall be entitled, according to its sole discretion, to pledge (itself or through a held company) in favor of the Trustee for the BONDS holders (Series 11), in a fixed, sole and first-ranking pledge and without

limitation in amount, Permitted Assets, as defined in section 5.3.4.4 below, at a value of at least 130% of the outstanding balance (principal and interest) of the BONDS series at the time of creating the pledge and this at any time but as long as the cure period has not passed and any of the causes for immediate repayment set in section 8.1.10 below have not consolidated and all as detailed in this section 5.3 below (hereinafter: the "**Pledged Asset**" or the "**Pledged Assets**"). The value of the Pledged Assets for the purpose of creating the aforementioned pledge shall be determined according to a valuation conducted by an independent external appraiser, with experience of at least 10 years in performing real estate valuations for public companies (hereinafter in this section 5.3: "**Valuation**") for the purpose of their registration in the last audited or reviewed financial reports of the company or the held company, as the case may be, prior to the date of creating the pledge (or according to the value of the assets as recorded in such financial reports, to the extent that the value in the financial reports is lower than the value according to the Valuation). It is clarified that a condition for creating a pledge on the company's asset according to this section 5.3, is that the value of the Pledged Asset in the financial reports was determined based on a Valuation provided that the date for which the Valuation was conducted is not earlier than a date occurring 60 days prior to the date of signing the pledge documents or the company's immediate report on the intention to pledge an asset (to the extent such is required), as the case may be (hereinafter in this section 5.3.2: the "**Determining Date**"). In a case where the value of the Pledged Asset in the financial reports was determined on the basis of a Valuation whose date preceded the Determining Date, the company shall provide the Trustee, prior to signing the pledge documents or publishing the immediate report as aforesaid (as the case may be), an updated Valuation conducted by an independent external appraiser with experience as detailed above (whose identity, to the extent it is different from the identity of the appraiser on whose assessment the asset value was determined in the company's financial reports, shall be approved by the Trustee, who shall not be entitled to refuse it except for reasonable reasons). It shall be emphasized that the company shall be entitled to grant an undertaking for improvement to the said appraiser (an undertaking which shall be noted within the framework of the Valuation).

5.3.3. After creating the pledge as aforesaid, the value of the Pledged Assets will be examined once a year with the publication of the company's consolidated financial reports as of December 31 of each year and in accordance with their value in the financial reports of the company or of the held company, as the case may be (hereinafter: "**Examination Date**"). If the value of the Pledged Assets according to the financial reports as aforesaid decreases from 115% of the outstanding balance of the BONDS series on the Examination Date, the company shall pledge (itself or through a held company) additional Permitted Assets whose value shall be determined in accordance with this section 5.3, so that the total Pledged Assets will be equal to at least 130% of the outstanding balance of the BONDS series at the time as aforesaid and this within sixty (60) days from the Examination Date as aforesaid.

5.3.4.

Whenever the company creates a pledge in favor of the holders as aforesaid in this section 5.3, the company shall provide the Trustee with all the following documents, in a version to the Trustee's satisfaction: (a) a copy of the Valuation of the Pledged Asset which was conducted by an independent external appraiser, as detailed in section 5.3.2 above; (b) details, confirmed in writing by the senior officer in the company in the field of finance, regarding the amount at which the Pledged Asset value was recorded in the last audited or reviewed financial reports of the company or its held companies (as the case may be), prior to the date of creating the pledge or regarding the asset value as was appraised within the framework of the updated Valuation on the basis of which the value was determined as detailed in section 5.3.2 (to the extent such is required); (c) the documents detailed below, within 30 days from the date of creating the pledges (except in relation to the documents detailed in sub-sections (2), (3) and (4) below, which shall be delivered no later than 14 days from the date of receiving the pledge registration certificate at the company): (1) as far as this is required according to the law applicable at that time for the purpose of giving effect to the pledge – a pledge document and notice of mortgage and pledge details (Form 10) according to which the pledge shall be registered in favor of the Trustee, bearing a signature

original of the company and stamped with an original 'received'/'submitted for examination' stamp from the Registrar of Companies and bearing a date no later than twenty-one days from the date of signing the pledge document, or another date which shall be determined by law; (2) a copy of the pledge registration certificate from the Registrar of Companies, certified by an attorney; (3) a pledges printout from the Registrar of Companies according to which the said pledge was registered; it will be noted that to the extent the pledge documents are submitted to the Registrar of Companies via email and/or any other technological means as will be accepted at the Registrar of Companies at the relevant time, the company will not be required to provide the Trustee with such a document signed with a "received" stamp (or any other similar version) from the Registrar of Companies office. (4) an affidavit signed in the original by the senior officer in the finance field that the pledge does not contradict or stand in contrast to the company's obligations towards third parties; (5) an attorney's legal opinion regarding the ownership of the Pledged Assets, the pledges being valid, the rank of the debt and their being enforceable and realizable at the same rank in which they were registered against the pledged entity according to the laws of the State of Israel.

or other documents required at the time of creating the pledge for the purpose of creating and registering the pledges in all relevant registries (including certificates and/or reports from that same registry after the registration of the pledge) including an opinion from the company's attorney, which shall be in a version to the satisfaction of the Trustee for the company and any other reasonable document the Trustee shall require from time to time, that is customary to require in the circumstances of the case, to ensure the validity of the pledges and the ability of their enforcement and realization. It is clarified that the submission of documents for registration as aforesaid will be done no later than seven business days from the date of creating the pledge.

Upon the creation of pledges in accordance with the provisions of this section 5.3, the company shall publish a disclosure in accordance with any law and the instructions of the Securities Authority.

If the company created a pledge as aforesaid, these provisions shall apply:

5.3.4.1 The company shall be entitled to replace, from time to time, the Pledged Assets, all or part of them, with other Permitted Assets (as defined in sub-section 5.3.4.4 below) which shall be pledged in a fixed, sole, first-ranking pledge without limitation in amount in the name of the Trustee for the benefit of the BONDS holders and provided that the value of the Pledged Assets after the replacement of the pledge in accordance with the last audited or reviewed financial reports of the company or its held companies, as the case may be, shall not be less than 130% of the outstanding balance of the BONDS series at that time and also provided that the risk level of the replacement asset is not materially higher than the risk level of the replaced asset, and this in accordance with the company's board of directors approval, after it examined the replacement asset and determined that the aforementioned is met. The company will transfer to the Trustee, prior to performing the replacement, the documents detailed in section 5.3.4 above, mutatis mutandis. Also the company shall publish, at least 30 days prior to performing the replacement, an immediate report about its intention to replace the pledge as aforesaid, which will include the disclosure required in accordance with the law provisions and the Securities Authority guidelines as they will be at the relevant time. It is clarified that the removal of the pledge on the replaced assets will be performed after the registration of the pledge on the new Pledged Assets and the transfer of the documents detailed in section 5.3.4 above.

The Trustee shall sign the documents required for the cancellation of the pledge on the replaced asset after all the aforementioned documents have been transferred to the Trustee.

It is clarified that the replacement of assets as detailed in this section 5.3.4.1 will be performed in accordance with the mechanism and requirements set in this section 5.3.4.1 and the conditions and requirements detailed in section 5.3.4.2 below shall not apply to it or regarding it.

5.3.4.2 At any time the company repays any payment on account of the BONDS principal, the Trustee shall be released from the asset pledge, in accordance with the company's instructions and to the extent this is possible (meaning, to the extent it is possible to release a pledge on part of an asset or a whole asset), so that the value of the balance of the Pledged Assets according to their registration in the last audited or reviewed financial reports of the company or of the held companies, as the case may be (or according to a more updated Valuation, to the extent required as detailed below), shall not be less than a rate of 130% of the outstanding balance of the BONDS series after the principal payment as aforesaid. The company will transfer to the Trustee, prior to performing the release as aforesaid, a copy of the Valuation of the Pledged Asset whose release is requested which was conducted by an independent external appraiser, as detailed in section 5.3.2 above (or of a more updated Valuation, to the extent such is required in accordance with what is stated in the end of section 5.3.2 above) and also details, confirmed in writing by the senior officer in the field of finance in the company, regarding the amount at which the value of the Pledged Assets and the asset which the company requests to release from the pledge were recorded in the last audited or reviewed financial reports of the company or the held companies, as the case may be (or in accordance with a more updated Valuation, if required), prior to the date of the pledge release. It is clarified that to the extent a pledge was released on part of an asset Pledged in favor of the Trustee for the BONDS holders, the company shall be entitled to pledge the additional part of that same asset in favor of a third party and this without need for obtaining the consent of the Trustee or the BONDS holders and provided that a legal opinion of an attorney was submitted to the Trustee according to which based on the pledge documents to the third party, the possibility was withheld from it to prevent, delay and/or act against realization proceedings of the Trustee for its part in the asset, to the extent there will be a need for this or by virtue of the pledge in favor of the BONDS holders.

5.3.4.3 At any time the company performs an expansion of the BONDS series (Series 11), after it pledged assets according to this section 5.3.4, as a condition for receiving the issuance proceeds for the expansion of the series, the company shall pledge in a sole, fixed, first-ranking pledge without limitation in amount in the name of the Trustee for the benefit of the BONDS holders, additional Permitted Assets (as defined in sub-section 5.3.4.4 below), so that the value of total assets pledged for the benefit of the BONDS holders including the additional pledged Permitted Assets, according to their registration in the last audited or reviewed financial reports of the company or of the held companies, as the case may be, shall not be less than a total equal to 130% of the outstanding balance of the BONDS series after the expansion as aforesaid and what is stated in section 5.3.3 preamble above shall apply, mutatis mutandis. The issuance proceeds for the additional BONDS issued in the series expansion will be transferred by the issuance coordinator directly to the Trustee to an account owned by the Trustee (and in which the signing rights will be granted to the Trustee only) whose company's rights and the funds in it will be pledged in a fixed, sole and first-ranking pledge and without limitation in amount in favor of the Trustee and will not be transferred to the company except after the completion of the additional assets pledge following the expansion and the transfer of the documents detailed in section 5.3.4 above, mutatis mutandis to the Trustee, in a version to its satisfaction. The banking costs involved in such an account shall be borne by the company.

5.3.4.4 The company shall be entitled to pledge in favor of the BONDS holders according to this section, an asset of the type detailed below (above and below: **"Permitted Asset"** or **"Permitted Assets"**): Income-producing real estate assets located in Israel of any kind and type but except for lands on which assets have not yet been established and except for assets under construction, where the rights to be pledged will include real estate rights, which may be ownership rights and/or leasehold rights and/or long-term leasehold rights (and in the case of leasehold or long-term leasehold rights, the remaining lease period shall not be less than 12 years from the date of the pledge) regarding the real estate, and all whether the aforementioned rights are registered in an official registry in Israel or whether they are not registered as such, and whether the rights are held by the Company or by its subsidiary (the Company and its subsidiaries shall be called for the purpose of this subsection 5.3.4.4 only, without this imposing on the subsidiaries any obligation applicable to the Company in accordance with this Trust Deed except for obligations as detailed in section 5.3.4.5 below, "the Company"), directly or indirectly, including the Company's share in assets held by the Company in partnership with third parties provided that the Company holds at least 51% of the said assets and also provided that the Company's contractual rights vis-à-vis those third parties (if any) are also pledged and that the Company is not restricted under the partnership agreement for that asset (or any other agreement regarding that asset), to pledge the asset for the benefit of the BOND holders (hereinafter: "joint asset"). It should be noted that the Company shall be entitled to pledge a joint asset even if within the framework of contractual agreements with the partners in the asset, provisions are set regarding the transfer of rights in the asset (such as: right of first refusal or first offer, separation mechanisms, and the like) and in such a case, the realization of the pledge shall be subject to these contractual obligations.

5.3.4.5 To the extent that the pledged asset is owned by a subsidiary, the pledge documents shall be vis-à-vis the Company and the subsidiary, and in addition to the documents specified above regarding the creation of the pledge, the subsidiary shall also provide a letter of commitment whereby, among other things, it is aware that the pledge is given for the purpose of securing the Company's debt and that it agrees to assume the obligations arising from this section 5.3 relating to it, all in a form satisfactory to the Trustee.

All Company rights in the pledged assets, by virtue of law, articles of association or agreement, shall not be prejudiced and shall be exclusively owned by it, as long as no decision has been made regarding calling the BONDS for immediate repayment and/or realization of a pledge. Without prejudice to the generality of the above, the Company shall be entitled to perform any action (legal or otherwise) in the pledged assets at its sole discretion and without the need for any approval from the Trustee or the BOND holders, including, but not limited to, the following actions, provided that this does not prejudice or frustrate or burden the validity or realization of the pledge and its enforcement by the Trustee:

(a) Improvement, planning, initiation, construction activities (including utilization of rights existing at the date of the Trust Deed or utilization of future rights not yet existing) and no restriction shall apply to the Company regarding the performance of construction and initiation works, including engagements with third parties in various agreements for this purpose, changing agreements with them, canceling them, entering into new agreements with them or others, etc.

(b) Development works.

(c) Leasing under free lease and/or any lease except for protected lease under the Tenant Protection Law (Consolidated Version), 5732-1972, and/or granting permission of use and/or possession rights for a period or periods and under conditions according to the Company's sole discretion.

(d) Management and granting of various rights concerning the assets including easements and/or leasehold rights and/or enjoyment and/or their cancellation.

(e) Sale of an asset from the pledged assets against providing replacement collateral in accordance with the provisions of subsection 5.3.4.1 above or subsection 5.3.4.11 below.

(f) The Company shall hold and be able to make full use, at its sole discretion, of all rights attached and/or associated with the assets including all the rights detailed in this section above.

And all from time to time in the ordinary course of the Company's business.

Nothing in the above shall derogate from or limit the Company's rights to act in the pledged assets and/or in relation to them at its sole discretion, subject to the provisions of this Deed. Notwithstanding the above, the Company shall not be entitled to pledge the pledged assets with an additional pledge of equal rank and/or a lower rank without the consent of the BOND holders which shall be obtained by a special resolution. To the extent the Company pledged a part of a permitted asset, it shall be entitled to pledge its other parts for the benefit of third parties without any restriction provided that an attorney's opinion was provided to the Trustee according to which, per the pledge documents to the third party, he was prevented from the possibility to prevent, delay and/or act against realization proceedings by the Trustee of his part in the asset, as may be necessary.

5.3.4.6. The permitted assets as defined above which may be pledged under the terms of this Deed, may be, among others, income-producing assets leased and/or to be leased to third parties and/or that usage rights were and/or will be granted in relation to them, including various types of leasehold rights, easements, lease, long-term lease, all in accordance with the terms of lease agreements and/or any other agreement or document, signed and/or to be signed between the Company and various third parties (provided that said assets comply with the provisions of section 5.3.4.4 above). Without derogating from the above, the Trustee hereby undertakes that in any reasonable case in which the Company requests it, the Trustee will provide, within a reasonable time from the date of the request, a letter addressed to the Company and/or to any of the third parties as directed by the Company, which states the Trustee's consent to the granting of rights as stated in this section 5.3.4.6 above.

5.3.4.7. It is clarified as follows: (a) The pledge shall apply from the date of its creation on the pledged asset and on the fruits but not on the movables, as these terms are defined below; (b) Until the date a receiver is appointed for the pledged asset, no restriction shall apply to the Company regarding the fruits and it shall be entitled to do with them as it wishes and after they have been received by it (provided that their payment was due at a date prior to the date of appointment of the receiver for the pledged asset), these fruits shall be considered an asset clear of the pledge; however, from the date the BONDS were called for immediate repayment in accordance with section 8 below and until the date a receiver is appointed for the pledged asset, the fruits shall be used for the operation and/or management of the pledged asset only; (c) Until the date a receiver is appointed for the pledged asset, no restriction shall apply to the Company regarding engagements with third parties by virtue of which the right to fruits arises, including changing agreements with them, canceling them, entering into new agreements with them or others, etc.; (d) From the date the pledge on the pledged asset was realized, the provisions of subsections (b) - (c) above shall not apply, such that, among other things, the fruits shall be used for the repayment of the amounts secured by the BONDS.

In addition, from the date a receiver was appointed for the pledged asset, the fruits shall be transferred to an account in the name of the Trustee, where the Company's rights and the funds therein shall be pledged with a fixed pledge for the benefit of the Trustee.

In this regard, **"Fruits"** - all fruits and/or rights in respect of the pledged assets, of any kind and/or type whatsoever, rights to monetary payments arising from the assets, including rent or management fees or any payment paid by the tenants of the units or areas in pledged real estate assets, including by virtue of existing and/or future lease agreements that will be added to the existing agreements and/or replace them, with their changes from time to time, or any other right arising from the above-mentioned or a right that will be received instead of a pledged asset and/or in respect thereof, except in connection with insurance rights as stated below, etc.

5.3.4.8 Pledging a real estate asset for the benefit of the Trustee shall also apply to insurance benefits arising from property insurance of the buildings of the pledged assets built on the land constituting the pledged asset under this Deed (hereinafter in this section: **"Pledged Asset Structure"**).

The Pledged Asset Structure shall be insured under an "Extended Fire" insurance policy (which shall be purchased by the Company). All Company rights under such an insurance policy shall be included within the framework of the pledge on the Pledged Asset Structure (if received). In case of loss or damage to the Pledged Asset Structure, which is not material, all insurance benefits shall be paid directly to the Company or to its order without the need for prior approval from the Trustee. In cases where the damage to the asset is material, the insurance benefits shall be paid to the Trustee proportionally to the part of the asset pledged for the benefit of the Trustee (to the extent that the outstanding balance of the debt to the BOND holders (Series 11) is lower than the insurance benefits – a total from the insurance benefits equal to the outstanding balance of the debt to the BOND holders (Series 11) shall be transferred to the Trustee). In this regard, material damage is damage where benefits for one insurance event exceed a total constituting 5% of the asset's value, or above a total of NIS 7.5 million linked to the Consumer Price Index known on the date of signing this Deed, whichever is lower (hereinafter: "Material Event"). Until the date a receiver is appointed for the Company's rights in the pledged asset, insurance benefits that the Trustee receives as stated for damage to the Pledged Asset Structure shall be used for the restoration of the loss or damage to the Pledged Asset Structure only and they will be transferred by the Trustee to the Company for and/or against the performance of payments for the restoration of the loss or damage to the Pledged Asset Structure in a manner that ensures the performance of the restoration as stated (and for the avoidance of doubt, insurance benefits for consequential loss in connection with the policy shall not be included in the said pledge for the benefit of the Trustee). From the date a receiver was appointed for the Company's rights in the pledged asset, all insurance benefits, both for a material event and for a non-material event as defined above, shall be paid in full to the Trustee. The Company undertakes to include the provisions of this section in the insurance policy of the pledged asset within thirty (30) days from the date of pledging the asset and to transfer a copy thereof to the Trustee.

In connection with the above in this section, the Company shall instruct the insurance company to name the Trustee as an additional beneficiary (irrevocable beneficiary in accordance with the provisions of Section 11(c) of the Insurance Contract Law, 5741-1981) in relation to the pledged asset only, in the insurance policy, and shall provide the Trustee with the insurance company's confirmation of being an additional beneficiary as stated in relation to the pledged asset and that the insurer is aware that all benefits due to the Company according to the insurance policy are pledged for the benefit of the Trustee only.

5.3.4.9 The pledge of a real estate asset in accordance with this Deed shall not apply to movables and/or to any equipment and/or facility existing in the pledged asset and which are not permanent fixtures, and/or regarding permanent fixtures permanent fixtures which are owned by a tenant of a unit or area in the pledged asset and/or a supplier of the Company and/or that according to the relevant lease agreement the tenant is entitled to dismantle them at the end of the lease period and provided that their value was not included in the valuation for the pledged asset (all these shall be called together: "the Movables"). For the avoidance of doubt, it is emphasized that the said pledge shall not apply to facilities for electricity generation installed on the roofs of the pledged assets or in other parts thereof and these are included in the definition of the Movables. To the extent the Trustee is requested to do so by the Company, he will sign a letter to the Company or to whomever it directs, stating that the pledge for his benefit does not apply in relation to the Movables.

5.3.4.10 The pledge shall be registered at the Registrar of Companies in the name of the Trustee (for the benefit of the BOND holders) and in the case of pledging real estate assets in the relevant books and registries as required by law in order to grant the pledge validity vis-à-vis the whole world, including at the Registrar of Pledges and at the Land Registry Office, as required by law. For clarification, ownership of the assets shall remain in the Company's name throughout the period of the pledge.

5.3.4.11 The Company shall be entitled to sell the assets that were pledged under the provisions of this section 5.3, all or part of them, against cash consideration (hereinafter: "the Sold Asset") subject to the fulfillment of the following two conditions: (1) Prior to signing the sale agreement in relation to the Sold Asset, the Company's board of directors confirmed that the conditions specified in section 5.3.4.1 above are met in relation to the permitted asset that the Company intends to pledge instead of the Sold Asset (hereinafter: "the Replacing Asset") and an immediate report will be published by it regarding its intention to pledge the Replacing Asset as detailed in section 5.3.4.1 above and (2) concurrently with the said sale, the sale consideration net of tax or funds to secure tax expenses, fees and levies as well as other direct expenses that will apply to the asset sale transaction (hereinafter: "the Net Consideration") will be deposited in a dedicated account of the Trustee for this purpose only (hereinafter: "the Dedicated Account") where the signing rights will be granted to the Trustee only and where the Company's rights, if any, will be pledged with a fixed, sole and first-ranking pledge without limit in amount for the benefit of the Trustee. If the Net Consideration, plus the value of the remaining assets pledged for the benefit of the Trustee, does not equal an amount at least equal to 130% of the outstanding balance of the BOND series at that time, the Company shall transfer to the Dedicated Account an amount equal to the difference between the Net Consideration plus the value of the remaining pledged assets, and the amount equal to 130% of the outstanding balance of the BOND series at that time (hereinafter: "the Completion Amount"). It is clarified that subject to the provisions of this section 5.3.4.11, the Company shall be entitled to replace the pledge on the amounts in the Dedicated Account with a pledge on the Replacing Asset.

The sale agreement shall include a provision whereby the full Net Consideration for the sale of the Sold Asset shall be deposited directly into the Dedicated Account. Prior to the transfer of the deposited Net Consideration to the Dedicated Account, the Company shall provide the Trustee with a calculation signed by the senior officer of the Company in the finance field regarding the Net Consideration expected to be received in the sale transaction.

If the sale agreement stipulates that the payment of the consideration for the asset will be made in several installments, each payment made by the buyer on account of the Net Consideration (net of tax expenses and other direct expenses) shall be deposited into the Dedicated Account and the Trustee will agree, at the Company's request, to sign a consent for the registration of warning notes (for the benefit of the buyer and/or the buyer's financier) provided that within the framework of such documents a document will be included that includes an irrevocable consent allowing the deletion and cancellation of such warning notes should the transaction not be completed and the pledge not be removed.

The Trustee shall release the lien on the sold asset after it is satisfied that the full net consideration as well as the completion amount (to the extent required) have been deposited in the designated account and shall cooperate reasonably for the purpose of completing the transaction.

It will not be possible to use the funds deposited in the designated account without the Trustee's approval until the replacement asset is pledged, in the manner set forth in subsection 5.3.2 above.

Notwithstanding the above and despite the provisions of section 5.3.2 regarding the value of the asset, the Company shall be entitled to pledge assets instead of the sold asset, at a value lower than 130% of the outstanding balance of the series of BONDS at that time (in the manner set forth in subsection 5.3.2 above); however, in such a case, the Trustee shall transfer to the Company from the designated account an amount equal only to the value of the assets pledged by the Company, while the remaining amount shall remain deposited in the designated account, which shall continue to be pledged in the name of the Trustee for the benefit of the BONDS holders as detailed above.

If assets were pledged instead of the sold asset, at a value of at least 130% of the outstanding balance of the series of BONDS at that time, the lien on the designated account shall be canceled and the funds in the designated account shall be transferred to the Company.

5.3.4.12 The Company has the right to cancel the liens created under sections 5.2.2 and 5.2.3 as detailed below:

(a) A floating lien given for the benefit of the BONDS holders with the creation of a floating lien on all of the Company's property for the benefit of a third party, as detailed in section 5.2.2 above and/or -

(b) A fixed lien given for the benefit of the BONDS holders with the creation of a floating lien for the benefit of a third party, as detailed in section 5.2.3 above.

Shall be removable given a situation where the floating lien registered for the benefit of the third party is removed. The Company shall transfer to the Trustee a certification signed by a senior officer in the Company regarding the removal of the said lien and supporting documents to the satisfaction of the Trustee.

5.3.4.13 In addition, the Company has the right to cancel a lien created under this section 5.3, provided that there is no cause under this trust deed for calling the BONDS for immediate repayment. In such a case, the provision set forth in section 8.1.10 (breach of financial covenants) shall come back into effect, as well as the provisions set forth in sections 5.5.1 and 5.5.2 of this deed. It is clarified that in the event a lien is canceled in accordance with the provisions of this subsection 5.3.4.13, and in this case only, the examination of the existence of the immediate repayment cause detailed in section 8.1.10 shall be conducted regarding the last two quarters for which the Company published financial reports prior to the cancellation of the lien as aforesaid.

5.3.4.14 The Trustee shall sign any document for the purpose of implementing this section 5.3.4, including lien documents, lien release documents, replacement of liens, and the like, which shall be in a version to its satisfaction without the need for approval from a meeting of BONDS holders. It is clarified that in any case where there is a contradiction between lien documents for the benefit of BONDS holders as detailed in this section 5.3 and a matter regulated in this trust deed, the provisions of this trust deed shall prevail.

5.3.4.15. The Company shall notify in an immediate report regarding any such lien for the benefit of the BONDS holders, change in lien, release of liens, and the cancellation of the provision of section 8.1.10 as well as sections 5.5.1 and 5.5.2 of the trust deed.

5.3.5. For the avoidance of doubt, it is clarified that the Trustee will not independently examine the value of the assets that will be pledged in accordance with this section 5.3 insofar as they are pledged, and it will rely fully on the valuation of the pledged asset that will be provided to it by the Company and on the details, which will be provided to it by the Company, certified in writing by the senior officer of the Company in the financial field, regarding the amount at which the value of the pledged asset was recorded in the last audited or reviewed financial reports of the Company or its held companies, as applicable, as detailed above.

5.4. Additional Obligations - Interest Adjustment in the Event of a Change in the BONDS Rating

5.4.1. The interest rate carried by the BONDS will be adjusted for a change in the rating of the BONDS, as detailed below. The manner of adjusting the interest rate carried by the BONDS, as mentioned above, shall be in accordance with the mechanism described in this section 5.4.

5.4.2. Insofar as the rating of the BONDS by one of the rating companies that will rate the BONDS (each of them hereinafter: the "**Rating Company**") is updated during any interest period, such that the rating determined for the BONDS will be lower by one notch or more (hereinafter: the "**Reduced Rating**") than an (ilAA) rating of Maalot or an equivalent rating to this rating which will be determined by another rating company that rates or will rate the BONDS (hereinafter: the "**Base Rating**"), the annual interest rate carried by the outstanding principal balance of the BONDS shall increase by the additional interest rate, as defined below, above the base interest rate, and this for the period beginning in the next interest period (i.e., the one starting immediately after the period during which the relevant change in rating occurred), until full repayment of the outstanding principal balance of the BONDS or until the start of the first interest period following the interest period in which a rating report was published indicating the increase of the reduced rating back to the base rating or a rating higher than it or back to a rating where the additional interest rate is lower, as detailed below (then the provisions of subsection 5.4.6 below shall apply), whichever is earlier.

"**Base Interest**" means the interest rate determined in the auction, as the Company will publish in an immediate report regarding the results of the issuance (hereinafter: the "**Base Interest**").

It is clarified that no interest addition will be received for the period from the date of the rating downgrade until the end of the interest period during which the BONDS rating was updated and that the interest will not be reduced back for the period from the date of the rating upgrade back to the base rating (or a rating higher than it) or back to a rating where the additional interest rate is lower, as detailed below, and until the end of the interest period during which the BONDS rating was updated. For example, if the interest period is from January until the end of June, and a rating change occurred in March of a certain year which triggers an interest decrease or increase according to the conditions detailed below, then no change (increase or decrease in interest) will apply until the end of June of that year, but only starting from the beginning of July of that year.

For this matter, "**Additional Interest Rate**" means: (a) as long as the reduced rating is (ilAA-) according to Maalot rating (or an equivalent rating to this rating which will be determined by another rating company that rates or will rate the BONDS): 0.5% ; (b) as long as the reduced rating is (+ilA) according to Maalot rating (or an equivalent rating to this rating which will be determined by another rating company that rates or will rate the BONDS) ; 0.75% ; (c) as long as the reduced rating is lower than the rating mentioned in subsection (b) above : 1%.

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For the avoidance of doubt, it is clarified that in no case (except with respect to arrears interest as detailed in section 3.1.4 above) shall the annual interest rate exceed the base interest plus 1%.

5.4.3. No later than one trading day from the date of receiving the reduced rating as defined above, the Company shall publish an immediate report in which the Company shall state: (a) the fact of the rating downgrade, the reduced rating, the additional interest rate, and the commencement date of the rating of the BONDS at that rating (hereinafter : **"Rating Downgrade Date"**) ; (b) the updated weighted annual interest rate (i.e., the base interest rate plus the relevant additional interest rate) that will apply for the following periods ; (c) the semi-annual interest rate for the period, (which will be calculated as the updated annual interest rate divided by two) in relation to the following periods.

5.4.4. In case of an update of the BONDS rating by the rating company, in a manner that affects the interest rate carried by the BONDS as mentioned above in this section 5.4, the Company shall notify the Trustee, and shall publish an immediate report that will include all the details as mentioned in section 5.4.3 above, all within one trading day from the date of the said rating update.

5.4.5. Insofar as the BONDS cease to be rated for a period exceeding 60 days as a result of reasons and/or circumstances that are within the Company's control, the cessation of rating shall be considered a downgrade of the BONDS rating to a rating lower than (A+) according to Maalot rating (or an equivalent rating to this rating which will be determined by another rating company that rates or will rate the BONDS), and an interest update shall be performed as mentioned in subsection 5.4.2(c) above, and in addition, the provisions of section 8.1.11 of the trust deed shall apply, all provided that at that time there is at least one active rating company in Israel.

5.4.6. It is clarified that in the event that after a rating downgrade in a manner that affected the interest rate carried by the BONDS as mentioned above in this section 5.4, the rating company updates the rating for the BONDS upward, to a rating in which the additional interest rate is lower, as detailed above (hereinafter : **"Higher Rating"**), then the interest rate paid by the Company to the BONDS holders shall decrease, for the period starting from the beginning of the next interest period (i.e. : the one starting immediately after the period during which the relevant change in rating occurred) and until full repayment of the outstanding principal balance of the BONDS or until a change in the rating of said BONDS in accordance with the provisions of this section, such that the interest rate carried by the outstanding balance of the BONDS principal shall be the base interest rate without any addition or, as applicable, with a lower addition (and not less than the base interest). In such a case, the Company shall act in accordance with subsections 5.4.3 and 5.4.4 above, with the necessary changes resulting from the higher rating instead of the reduced rating.

5.4.7. It is clarified that in the case of rating changes during an interest period (hereinafter : **"Current Interest Period"**), the rate of additional interest to be paid in the next interest period (to the extent there is such an addition), shall be derived from the rating of the BONDS on the last day of the current interest period.

5.4.8. For the avoidance of doubt, it is clarified that a change in the rating outlook of the BONDS will not trigger a change in the interest rate carried by the BONDS.

carried by the BONDS.

5.4.9. Insofar as the series of BONDS (Series 11) is rated with an international rating from S&P or Moody's (hereinafter: the "International Rating"), the examination of the change in the Company's BONDS rating will be carried out as follows: (a) insofar as at the time of receiving the international rating the Company rates and determines the relationship between the local rating scale and the international rating scale – the rating examination will be performed in accordance with the comparison of rating scales (i.e. – in a manner that examines the ratio between the international rating determined for the BONDS and the equivalent local rating of the BONDS). The ratio between the rating scales as determined by the rating company shall apply throughout the life of the BONDS, unless the rating company publishes an updated comparison between the rating scales; (b) insofar as at the time of receiving the international rating the rating company does not determine the relationship between the local rating scale and the international rating scale – the Trustee for the BONDS shall appoint an independent expert who will determine the ratio between the international rating of the BONDS and their local rating, and in accordance with his decision, the provisions of this section above shall apply. The ratio between the rating scales as determined by the independent expert shall apply throughout the life of the BONDS, unless the expert on behalf of the Trustee decides, in his sole discretion, that there is a need to re-examine the ratio between the rating scales. The Company shall bear the expenses involved in obtaining the expert's opinion.

5.4.10. It is hereby clarified that, insofar as the BONDS are rated simultaneously by more than one rating company, then for the purpose of this section 5.4, a rating change will refer to the rating of the BONDS by the rating company whose rating for the BONDS is the lowest. It is also clarified that in such a case the adjustment of the interest rate in accordance with the provisions of this section 5.4 shall apply starting from the next interest period after the interest period in which the said rating change occurred.

5.5. <u>Additional Obligations – Financial Covenants</u>

5.5.1. **<u>Minimum Equity</u>** – The Company's equity shall not be less than an amount of NIS 6 (six) billion for two consecutive calendar quarters or more.

5.5.2. **<u>Equity to Balance Sheet Ratio</u>** – The Company's equity shall not be less than 23% of the Company's total balance sheet according to its last published audited or reviewed consolidated financial reports, for two consecutive calendar quarters or more.

Regarding sections 5.5.1, 5.5.2 above and sections 5.6.1 and 8.1.10 below:

"Total Balance Sheet" - The Company's total balance sheet according to its last published audited or reviewed consolidated reports, less cash (not restricted in use), cash equivalents, marketable securities, short-term financial assets, and current assets such as short-term loans and deposits, and less liabilities for providing construction services and liabilities concerning consideration transactions, as these terms are defined in generally accepted accounting principles.

"Equity" – The Company's total equity, including non-controlling rights and plus net deferred tax liabilities, as detailed in its last published audited or reviewed consolidated reports.

Examination of the Company's compliance with these obligations will be conducted at the times and in the manner detailed in section 8.1.10 below.

In the event that a change occurs in the accounting standards applicable to the Company compared to the accounting standards applicable to the Company at the date of the first issuance of the BONDS (Series 11) (hereinafter: the "Accounting Standards at the Time of Issuance") and such change has a material effect on the results of the calculation of any of the financial covenants mentioned in Sections 5.5, 5.6 or 8.1.10 of the Trust Deed, the Company shall examine that covenant based on a pro-forma balance sheet and profit and loss statement in a condensed format including only material and relevant notes, reviewed (but not audited) in accordance with the Accounting Standards at the Time of Issuance, publish it together with the Company's financial reports or within them, and the calculation of the financial covenants according to the Accounting Standards at the Time of Issuance is what shall be used for the purpose of examining the Company's compliance with said financial covenants. For this purpose, "material effect" means a change of at least 7.5% between the result of the relevant covenant according to the current accounting standards applicable to the Company and the result of the same covenant according to the Accounting Standards at the Time of Issuance. The examination regarding the effect of the change in the accounting standards applicable to the Company compared to the Accounting Standards at the Time of Issuance shall be performed by the Company at the time of publication of the financial reports by the Company, and disclosure shall be provided in the Company's Board of Directors report, quarterly or annual (as applicable), of the fact that such a material effect exists.

5.6. Additional Obligations - Restriction on Distribution

5.6.1. The Company undertakes not to make a distribution (as defined in the Companies Law) if:

5.6.1.1. The Company's equity, after deducting the distribution amount, falls below the amount of 7 (seven) billion NIS according to its consolidated financial reports, audited or reviewed, as applicable, the latest ones before the date of the decision, and this until the Company's equity rises above the aforementioned amount according to its financial reports as stated.

5.6.1.2. The Company's equity to balance sheet ratio, after deducting the distribution amount, falls below 25%, and this until the Company's equity to balance sheet ratio rises above the aforementioned rate according to its financial reports.

5.6.2. The Company also undertakes not to make a distribution (as defined in the Companies Law) if at the time of the decision on the distribution or as a result of the distribution, a cause for immediate repayment exists as detailed in Section 8.1 below (without taking into account the cure periods set forth in this section) and also if at the aforementioned times the Company does not comply with all its material obligations to the holders of the BONDS (Series 11).

5.6.3. At the Trustee's request, the Company shall transfer to the Trustee, no later than three business days from the receipt of the Trustee's request, a certification signed by the senior officer in the Company's finance department regarding the Company's compliance with the restrictions in Section 5.6.1 above accompanied by a calculation that shall be to the Trustee's satisfaction, as well as a certification signed by a senior officer in the Company regarding the Company's compliance with the restriction in Section 5.6.2 above. The Trustee shall rely on the Company's certification and shall not be required to perform any further examination on its behalf.

6. Collateral

6.1. At the time of their first issuance, the BONDS (Series 11) shall not be secured by any collateral.

6.2. As stated in Section 5.3 above, the Company shall be entitled, at its sole discretion, to create a pledge in favor of the Trustee for the benefit of the holders of the BONDS (Series 11), all as stated and subject to the provisions of Section 5.3 above.

6.3. For the removal of doubt, it is clarified that the Trustee has no obligation to examine, and in practice the Trustee has not examined, the need for providing collateral to secure the payments to the bondholders. The Trustee was not requested to conduct, and in practice did not conduct, any economic, accounting, or legal due diligence regarding the status of the Company's business or the subsidiary companies. In its engagement in this Trust Deed, and in the Trustee's consent to serve as Trustee for the bondholders, the Trustee does not express an opinion, explicitly or implicitly, regarding the Company's ability to meet its obligations toward the bondholders, nor regarding the economic value of the collateral that has been or will be provided (if provided) to secure the Company's obligations under this Trust Deed, and this is not included among its duties. The foregoing does not derogate from the Trustee's duties under any law and/or the Trust Deed, including the Trustee's obligation (to the extent such an obligation applies to the Trustee under any law) to examine the impact of changes in the Company from the date of issuance onwards, as far as they might adversely affect the Company's ability to meet its obligations to the bondholders. In the event that collateral is provided by the Company for an offering of BONDS of any series, the provisions of the law in this regard shall apply to the Trustee, and among other things, the Trustee shall examine, from time to time and at least once a year, the validity of such collateral, and the provisions of Section 5.3.4 above shall apply.

6.4. Subject to the provisions of Sections 5.2 and 5.3 above, the Company shall be entitled, from time to time, to sell, pledge, lease, assign, deliver, or transfer in any other way, its property, or any part thereof, without the need for obtaining the approval of the Trustee or the bondholders, and the Company is not obligated to notify the Trustee of the creation of any pledge on its assets.

7. Priority Rank

All the BONDS (Series 11) shall stand in equal rank regarding the amounts due for them, Pari Passu, among themselves and without any right of preference or priority of one over the other.

8. Right to Demand Immediate Repayment and/or Realization of Collateral

8.1. Upon the occurrence of one or more of the cases detailed below and as long as they persist, the Trustee and the bondholders shall be entitled to demand the immediate repayment of the balance of the amount due to the holders according to the BONDS or to realize collateral provided (if provided) to secure the Company's obligations toward the holders according to the BONDS, and the provisions of Section 8.2 shall apply as the case may be:

8.1.1. The BONDS were not redeemed on time, or another material obligation given for the benefit of the bondholders was not fulfilled.

8.1.2. If the Company adopts a liquidation decision (except for liquidation as a result of a merger with another company as stated in Section 8.1.21 below).

8.1.3. If a permanent and final liquidation order is issued against the Company by the court or any order with a similar or identical result under the Insolvency Law, or a permanent liquidator is appointed for it, or any other authorized party with similar characteristics under the Insolvency Law, or if a similar decision was made or a similar officeholder was appointed by the Company or toward it by law, or any similar officeholder is appointed by virtue of the Insolvency Law, or in the event that another proceeding begins or a request is submitted for another proceeding with similar meaning by virtue of the Insolvency Law, including but not limited to an order for the commencement of proceedings and an economic rehabilitation order, or a trustee is appointed, as this term is defined in the Insolvency Law.

8.1.4. If a temporary liquidation order is issued or any order with a similar or identical result under the Insolvency Law by the court, or a temporary liquidator or any other authorized party with similar or identical powers under the Insolvency Law or any similar officeholder appointed by law is appointed, or any judicial decision of a similar nature is made, or in the event that another proceeding begins or a request is submitted for another proceeding with similar meaning by virtue of the Insolvency Law, or a temporary trustee is appointed, as this term is defined in the Insolvency Law, and such order, appointment, or decision was not canceled within 45 days from the date it was given or received, as applicable. Notwithstanding the above, the Company shall not be granted any cure period with respect to requests or orders filed or given, as applicable, by the Company or with its consent.

8.1.5. If an attachment is imposed on the Company's assets, all or most of them (as the term "most of the Company's assets" is defined in Section 8.1.25), or if any execution action is carried out against the Company's assets, all or most of them, or a pledge is realized against such assets and the attachment is not removed or the action is not canceled, as applicable, within 45 days from the date they were imposed or carried out, as applicable. Notwithstanding the above, the Company shall not be granted any cure period with respect to requests or orders filed or given, as applicable, by the Company or with its consent.

8.1.6. If a request for receivership or any request with a similar or identical result under the Insolvency Law or for the appointment of a receiver (temporary or permanent) or any similar officeholder appointed by law for the Company, including under the Insolvency Law on the Company's assets, all or most of them (as the term "most of the Company's assets" is defined in Section 8.1.25), or if an order for the appointment of a temporary receiver or an order for the appointment of a temporary trustee is given (as this term is defined in the Insolvency Law) - which were not rejected or canceled within 45 days from the date of their submission or issuance, as applicable; or - if an order for the appointment of a permanent receiver or an order for the appointment of a trustee (as this term is defined in the Insolvency Law) is given on the Company's assets, all or most of them. Notwithstanding the above, the Company shall not be granted any cure period with respect to requests or orders filed or given, as applicable, by the Company or with its consent.

8.1.7. If the Company submits a request for an order to commence proceedings as this term is defined in the Insolvency Law, or if the Company submits a request to the court for a stay of proceedings order or any similar order in accordance with the provisions of the Insolvency Law, or if any such order is given, or if the Company submits a request to the court for a compromise or an arrangement with its creditors according to Section 350 of the Companies Law or in accordance with the provisions of the Insolvency Law (except for the purpose of a merger with another company as stated in Section 8.1.21 below and/or a change in the Company's structure including a split that are not prohibited under the terms of this deed, and except for arrangements between the Company and its shareholders that are not prohibited under the terms of this deed and which do not affect the Company's ability to repay the BONDS (Series 11)), or if the Company otherwise proposes a compromise or arrangement as stated to its creditors due to the Company's inability to meet its obligations on time; or - if a request is submitted to the court according to Section 350 of the Companies Law against the Company (and without its consent) or a request under the Insolvency Law (and without its consent) which was not rejected or canceled within 45 days from the date of its submission.

8.1.8. If the TASE suspended trading of the BONDS, except for suspension on the grounds of uncertainty, as stated in the fourth part of the TASE Regulations, and the suspension was not canceled within 60 days.

8.1.9. If the Company is required to make immediate repayment of debts it owes or shall owe to: (a) financial creditors (not including non-recourse debt to the Company), in an amount that shall not be less than 500 (five hundred) million NIS, provided that such a demand is not canceled and/or the Company did not repay the debt within 30 days from the day of demand for immediate repayment or - (b) another series of BONDS issued by the Company.

8.1.10. If for two consecutive calendar quarters or more the Company's equity (according to its latest published consolidated financial reports) falls below the amount of 6 (six) billion NIS.

or -

If for two consecutive calendar quarters or more the Company's equity falls below 23% of the Company's total balance sheet according to its latest published audited or reviewed consolidated financial reports;

and all this – except if prior to the occurrence of any of the above, the Company pledged an asset in accordance with what is stated in Section 5.3 above.

Regarding this Section 8.1.10 - ''Total Balance Sheet'' and ''Equity'' are as defined in Section 5.5.2 above.

The examination of the occurrence of this cause shall be carried out on the day of publication of the Company's quarterly or annual consolidated financial reports with respect to the calendar quarter ending on the date for which the reports were prepared (hereinafter: the ''Examination Date''), with respect to each of the covenants detailed in Sections 5.5.1 and 5.5.2 separately. The Company shall state in each Board of Directors report published by it (or in an appendix to such Board of Directors report) the results of the examination conducted on that Examination Date with respect to the covenants detailed in Sections 5.5.1 and 5.5.2 above, along with the numerical data of each of said covenants. 3 business days after the said Examination Date, the Company shall transfer to the Trustee a certification signed by the senior officer in the Company's finance department regarding the results of the examination along with an explanation and/or calculation to the Trustee's satisfaction. The Trustee shall rely on the Company's certification and shall not be required to perform any additional examination on its behalf.

8.1.11. If the BONDS (Series 11) cease to be rated by all the rating companies rating the BONDS (Series 11), for a period exceeding 60 consecutive days due to reasons and/or circumstances that are within the Company's control.

8.1.12. Upon the occurrence of the following two cumulative conditions: (a) the holdings (directly and indirectly, including through corporations under their control) of the Azrieli family members together with the holdings of philanthropic foundations established by the Azrieli family members (including together with holdings of other shareholders who for the purpose of the Securities Law are seen as ''holding jointly'' with any of the aforementioned) in the Company's shares fall below a rate of 30% of the Company's issued and paid-up capital; (b) there is another shareholder in the Company whose holdings in the Company's shares (directly or indirectly and including together with holdings of other shareholders who are not mentioned in subsection (a) above who for the purpose of the Securities Law are seen as ''holding jointly'' with the said other shareholder) are at a rate higher than the holding rate of those mentioned in subsection (a) in the Company's shares at that time.

8.1.13. If the Company breached its undertaking not to create floating charges as stated in Section 5.2 above.

8.1.14. In the event that the Company carries out an expansion of the series of BONDS (Series 11) in a manner that does not comply with the Company's obligations regarding series expansion according to Section 3.2 above.

8.1.15. If the company is liquidated or struck off, for any reason.

8.1.16. If the company violates the terms of the BONDS or the Trust Deed in a material breach, or if it does not fulfill any of its material obligations within them, and the breach was not cured within 14 days from the date of receiving notice of the breach, during which the company shall act to cure it.

8.1.17. If it becomes clear that a material representation from the company's representations in the BONDS or in the Trust Deed is incorrect or incomplete, and in the event that it is a curable breach – the breach was not cured within 14 days from the date of receiving notice of the breach from the Trustee, during which the company shall act to cure it.

8.1.18. If the company ceased or announced its intention to cease managing its business as it shall be from time to time, or if the company stopped or announced its intention to stop its payments.

8.1.19. If a material deterioration has occurred in the company's business compared to its condition at the time of issuance, and there is a real concern that the company will not be able to repay the BONDS on time.

8.1.20. If the company did not publish a financial report, which it is obligated to publish by any law or according to the provisions of this deed, within 30 days from the last date on which it is obligated to publish it.

8.1.21. A merger of the company was performed (except for a merger of a consolidated company into the company) without receiving prior approval from the BONDS holders by an ordinary resolution, unless the absorbing entity declared, to the BONDS holders, including via the Trustee, at least 10 business days before the merger date, that the absorbing entity assumed full obligations toward the BONDS holders and also that there is no reasonable concern that due to the merger, the company or the absorbing entity will not be able to fulfill the obligations toward the holders.

8.1.22. If the company did not repay any payment of the payments it is obligated to pay according to the BONDS or according to this deed.

8.1.23. If the BONDS (Series 11') were delisted from trading on the TASE.

8.1.24. If the rating of the BONDS will be lower than a rating of (ilBBB-) by Maalot or a rating equivalent to this rating that shall be determined by another rating company that rates or will rate the BONDS. In this section, as long as the BONDS (Series 11') are rated simultaneously by more than one rating company, the determining rating will be the lower of them.

8.1.25. If a sale of most of the company's assets was performed or if the main activity of the company is not in the field of income-producing real estate, without receiving the approval of the meeting of BONDS holders by an ordinary resolution; for the purposes of this Section 8 "most of the company's assets" - an asset or number of assets, in the consolidated financial reports of the company, whose aggregate value according to the last consolidated financial reports published by the company, exceeds 50% of the total consolidated assets of the company according to the said financial reports.

8.1.26. If the company performs a distribution (as defined in the Companies Law) that does not meet the conditions of Section 5.6 above.

8.1.27. If there is a real concern that the company will not meet its material obligations toward the BONDS holders.

8.1.28. If the company violated its obligation to pledge additional permitted assets, as detailed in Section 5.3.3 above <u>in the cases and dates specified therein.</u>

8.1.29. If the company ceases to be a reporting corporation, <u>as this term is defined in the Securities Law.</u>

In such cases, the provisions in Section 8.2 below shall apply.

For the avoidance of doubt, it is clarified that nothing in the right to call for immediate repayment as stated above and/or in calling for immediate repayment shall detract from or harm any other or additional remedy available to the BONDS holders or the Trustee according to the terms of the BONDS and the provisions of this deed or by law, and not calling the debt for immediate repayment upon the occurrence of any of the cases detailed in Section 8.1 above shall not constitute any waiver of the rights of the BONDS holders or of the Trustee as stated.

It will be clarified that if the company created pledges according to Section 5.3 above, the grounds for immediate repayment according to Section <u>8.1.10</u> (financial covenants) above shall not arise.

8.2. Upon the occurrence of any of the events detailed in Section 8.1 above and in accordance with the provisions included therein regarding its subsections:

8.2.1. The Trustee shall be obligated to convene a meeting of the BONDS holders (Series 11') whose agenda shall include a resolution regarding calling for immediate repayment of all the outstanding balance of the BONDS (Series 11') and/or realization of securities (to the extent given) due to the occurrence of any of the events detailed in Section 8.1 above, whose agenda shall include a resolution regarding calling for immediate repayment of all the outstanding balance of the BONDS (Series 11') and/or realization of securities (to the extent given) due to the occurrence of any of the events detailed in Section 8.1 above. The date for convening such a meeting shall be after 21 days from the date of its summoning (or a shorter date according to the provisions of Section <u>8.2.5</u> below).

8.2.2. A resolution by holders to call the BONDS for immediate repayment and/or to realize securities (to the extent given) as stated above, shall be adopted at a meeting of holders where holders of at least fifty percent (50%) of the outstanding par value balance of the BONDS from the same series were present, by a majority of the holders of the outstanding par value balance of the BONDS represented in the vote or by such majority in an adjourned meeting of holders where holders of at least twenty percent (20%) of the said balance were present.

8.2.3. In the event that by the date of the meeting, any of the events detailed in Section 8.1 of this deed above has not been cancelled or removed, and a resolution at the BONDS holders' meeting was adopted in accordance with Section <u>8.2.2</u> above, the Trustee shall be obligated, within a reasonable time and as early as possible, to call for immediate repayment all of the outstanding balance of the BONDS (Series 11') and/or realize securities, to the extent given.

8.2.4. Notwithstanding anything stated in this Section 8.2, the Trustee and the BONDS holders shall not be permitted to call the BONDS for immediate repayment and shall not realize securities (to the extent they exist), except after the period set in the subsections of Section 8.1 above has passed, to the extent set, during which the company is permitted to perform an action or receive a resolution as a result of which the grounds for immediate repayment or realization of securities is removed (hereinafter: <u>**"Cure Period"**</u>), and the grounds were not removed.

8.2.5. Notwithstanding anything stated in this Section 8.2, the Trustee or the holders shall not call the BONDS for immediate repayment and shall not realize securities (to the extent given), except after they have delivered to the company a written notice, 15 days in advance, before calling the BONDS (Series 11') for immediate repayment or realization of securities (hereinafter: <u>**"Notice Period**</u>

Notice"), regarding their intention to do so; however, the Trustee or holders of the BONDS (Series 11') are not obligated to deliver such notice to the company, if there is a reasonable concern that delivering the notice will harm the possibility of calling the BONDS for immediate repayment and/or realizing securities (to the extent given).

8.2.6. A copy of the meeting summons notice as stated that shall be sent by the Trustee to the company immediately upon publication of the notice or publication of the meeting summons in MAGNA shall constitute a prior and written warning to the company regarding the Trustee's intention to act as stated.

8.2.7. The Trustee shall notify the BONDS holders of the occurrence of an event constituting grounds for immediate repayment immediately after it becomes known to him in practice. Such notice shall be published according to the provisions of Section 24 below.

8.2.8. The Trustee may, according to his discretion, shorten the count of the said 21 days (in Section 8.2.1 of this deed) and/or the said 15 warning days (in Section 8.2.5) in a case where the Trustee is of the opinion that any delay in convening the meeting endangers the rights of the BONDS holders (Series 11').

8.2.9. Nothing stated in this section shall harm or condition the rights of the Trustee or the BONDS holders (Series 11') according to the provisions of Section 35T1 of the Securities Law or according to the provisions of the law.

9. Claims and Proceedings by the Trustee

9.1. In addition to any provision as stated as an independent right and authority, the Trustee shall take, without providing additional notice, all those proceedings, including legal proceedings and requests for instructions, as he finds appropriate and subject to the provisions of any law for the protection of the rights of the BONDS holders.

Nothing stated above shall harm and/or detract from the right of the Trustee to open legal and/or other proceedings even if the BONDS were not called for immediate repayment, and all for the protection of the BONDS holders and/or for the purpose of granting any order regarding trust matters and subject to the provisions of any law. Notwithstanding what is stated in this Section 9, it is clarified that the right to call for immediate repayment shall arise only according to the provisions of Section 8 above and not by virtue of this Section 9.

9.2. The Trustee shall be obligated to do as stated in Section 9.1 above if required to do so by an ordinary resolution adopted at the general meeting of the BONDS holders, unless he saw that in the circumstances of the case it is not just and/or reasonable to do so and turned to the appropriate court with a request for instructions on the matter at the first possible date.

9.3.

The Trustee may, before taking proceedings as stated above, convene a BONDS holders' meeting so that it will be decided by the holders in an ordinary resolution which proceedings to take to realize their rights under this deed. Likewise, the Trustee shall be permitted to return and convene BONDS holders' meetings for the purpose of receiving instructions regarding the management of the said proceedings. The Trustee's action shall be carried out in such cases without delay and at the first possible date. For the avoidance of doubt, it will be clarified that the Trustee is not permitted to delay performance of a call for immediate repayment decided upon by the BONDS holders' meeting according to Section 8 above, except if the event for which the resolution to call for immediate repayment was adopted was cancelled or removed.

It is clarified that notwithstanding what is stated in Section 9.1 above, the Trustee shall file a request for the liquidation of the company only after an ordinary resolution regarding this matter has been adopted at a general meeting of the BONDS holders.

9.4. Subject to the provisions of this Trust Deed, the Trustee may, but is not obligated to, convene at any time a general meeting of the BONDS holders in order to discuss and/or receive its instructions on any matter regarding this deed. For the avoidance of doubt, it will be clarified that the Trustee is not permitted to delay performance of a call for immediate repayment decided upon by the BONDS holders' meeting according to Section 8 above, except if the event for which the resolution to call for immediate repayment was adopted was cancelled or removed.

9.5. Whenever the Trustee is obligated according to the terms of this deed to perform any action, including opening proceedings or filing claims upon the demand of the BONDS holders as stated in this section, the Trustee shall be permitted to refrain from taking any such action until he receives instructions from the meeting of holders and/or instructions from a court to which the Trustee turned, at his discretion, in a request for instructions in a case where he believed there was a need for such instructions. For the avoidance of doubt, it will be clarified that the Trustee is not permitted to delay performance of a call for immediate repayment or realization of securities given (to the extent given) decided upon by the meeting of BONDS holders according to Section 8 above, except if the event for which the resolution to call for immediate repayment was adopted was cancelled or removed.

10. Trust over the Proceeds

All proceeds received by the Trustee except for his fees and repayment of any debt toward him, in any way, including but not limited to as a result of calling the BONDS for immediate repayment and/or as a result of proceedings he will take, if he takes, among others, against the company, shall be held by him in trust and shall be used by him for the following purposes and according to the following order of priority:

First - to settle the reasonable expenses, payments, levies, and obligations spent by the Trustee, imposed on him, or caused incidentally or as a result of trust execution actions or in another manner in connection with the terms of this deed, including his fees.

Second - for the payment of any other amount according to the commitment for indemnification (as this term is defined in Section 23 below).

Third - for payment to holders who bore payments according to Section 23.4.1 below.

Fourth - for payment to the BONDS holders of the arrears interest (as applicable), interest arrears (first stage) and/or the principal (second stage) due to them according to the terms of the BONDS (and subject to the linkage terms in the BONDS), Pari Passu, and in proportion to the amount of interest and/or principal in arrears due to each of them without preference or priority regarding any of them.

Fifth - to pay the BONDS holders the amounts of interest (first stage) and/or principal (second stage) due to them according to the BONDS held by them Pari Passu, and this, regarding the principal - whether the time for settlement of the principal amounts has arrived or not, and regarding interest, the interest amounts that the company had to pay (and have not yet been paid) for the period for which the interest has not yet been paid until the date of calling the BONDS for immediate repayment, without any preference in connection with priority in time of the issuance of the BONDS by the company or in another manner, and the surplus, if there is such, shall be paid by the Trustee to the company or its successors, as the case may be.

From the payments to the BONDS holders, tax shall be deducted at source, to the extent there is an obligation to deduct it by any law.

11. Authority to Demand Funding

Subject to receiving a resolution by an ordinary majority of the BONDS holders, the Trustee may instruct the company to transfer to the Trustee's account, for the BONDS holders and instead of performing the payment to them, part or all of the next payment (interest and/or principal) which the company shall transfer to the Trustee on the date set according to this deed for performing the next payment (and not before), and this for the purpose of funding the proceedings and/or the expenses and/or the Trustee's fee according to this deed. The company shall act according to the Trustee's notice and the company shall be deemed to have fulfilled its obligation toward the holders if it transferred the amount required by the Trustee to the credit of the account whose details were specified in the Trustee's notice. Nothing in the stated shall release the company from its duty to bear the expenses and fees payments as stated where it is obligated to bear them according to this deed or by law. It will be noted that the amount will be funded out of the interest funds and to the extent these are not sufficient – out of the principal funds. No later than four trading days before the record date for performing the relevant interest payment from which the funding amount will be reduced, an immediate report shall be published specifying the funding amount, its purpose, the updated interest amounts and interest rates that will be paid to the holders as part of the relevant payment. Insofar as the funding amount is deducted from the principal, the company will specify in the said immediate report, inter alia, the redemption amount for every 1 NIS par value, net of the funding amount. Additionally, the company will specify in the said immediate report that the funding amount to be transferred to the Trustee will be considered for all intents and purposes as a payment to the BOND holders.

It is clarified that notwithstanding the provisions of Section 10 above and this Section 11, the Trustee will act reasonably to collect reimbursement of expenses which the company is required to bear under the provisions of the Trust Deed, and any amount received from the company in this context will be used by it according to the order of priority set forth in Section 10 above.

12. Authority to delay distribution of funds

12.1. Notwithstanding the provisions of Section 10 above, if the monetary amount received as a result of taking the aforementioned proceedings and which is available for distribution at any time, as stated in the same section, is less than 1 million NIS, the Trustee shall not be obligated to distribute it and shall be entitled to invest the said amount, in whole or in part, in investments permitted under Section 16 of this Deed.

12.2. When the aforementioned investments together with their profits along with additional funds that reach the Trustee for the purpose of their payment to the BOND holders, if any, reach an amount sufficient to pay at least 1 million NIS, the Trustee shall pay them to the BOND holders as stated in Section 10 above. In the event that within a reasonable period of time the Trustee does not have an amount sufficient to pay at least 1 million NIS, the Trustee shall distribute to the BOND holders the funds in its possession and in any event no later than once every three months. Notwithstanding the above, the BOND holders may, by ordinary resolution, require the Trustee to pay them the amounts accumulated in its possession even if they do not reach 1 million NIS. Notwithstanding the above, the payment of the Trustee's fee and the Trustee's expenses shall be paid out of the said funds immediately upon their due date, even if the amounts that reached the Trustee are lower than the said total.

13. Notice of distribution, non-payment for reasons beyond the company's control and deposit with the Trustee

13.1. The Trustee shall notify the BOND holders of the date and place where any payment of the payments mentioned in Sections 10 and 11 above will be made. Such notice shall be delivered in the manner set forth in Section 24 below prior to making such payment.

After the day set in the notice, the BOND holders shall be entitled to interest at the rate set in the BONDS, only on the outstanding balance of the principal (if any) after deducting the amount paid.

13.2. The funds distributed as stated in Section 13.1 above shall be considered as payment on account of the redemption.

13.3. Any amount due to a BOND holder that was not actually paid on its scheduled payment date, for a reason beyond the company's control, while the company was ready and able to pay it in full and on time, shall cease to bear interest and linkage differences from the date set for its payment, and the BOND holder shall be entitled only to those amounts to which he was entitled on the date set for the redemption of that payment on account of the principal, interest, and linkage differences.

13.4. The company shall deposit with the Trustee within 7 business days from the date set for that payment the amount of the payment not paid on time, as stated in Section 13.3 above, and shall notify the BOND holders of such deposit, and the said deposit shall be considered as the settlement of that payment and in the case of settlement of all amounts due under the BOND, also as the redemption of the BOND.

13.5 . The Trustee shall invest within the framework of trust accounts in its name and to its order the funds transferred to it as stated in Section 13.4 above in investments permitted to the Trustee under this Deed (as stated in Section 16 below). Having done so, the Trustee shall not be liable to the beneficiaries for those amounts except for the consideration received from the realization of the investments less its fee and expenses, the reasonable expenses related to the said investment and the management of the trust accounts, the reasonable commissions and the mandatory payments applicable to the trust account. Out of the funds as aforesaid, the Trustee shall transfer amounts to the BOND holders entitled to them, as soon as possible after reasonable evidence and approvals of their right to these amounts are provided to the Trustee, and less its reasonable expenses, commissions, mandatory payments and its fee.

13.6 . The Trustee shall hold these funds and invest them in the said manner until the end of two years from the date of the final redemption of the BONDS. After this date, the Trustee shall transfer to the company the amounts as stated in Section 13.5 above, including profits arising from their investment less its expenses, other expenses incurred in accordance with the provisions of this Deed (such as: service providers' fees, etc.), to the extent they remain in its hands at that time. The company shall hold these amounts in trust for the BOND holders entitled to those amounts, and regarding the amounts transferred to it by the Trustee as aforesaid, the provisions of Section 13.5 above shall apply to it, mutatis mutandis. Upon the transfer of the funds from the Trustee to the company, the Trustee shall be exempt from paying the said amounts to the entitled BOND holders.

13.7 . The company shall confirm to the Trustee in writing the holding of the amounts and the fact of their receipt in trust for the said BOND holders and shall indemnify the Trustee for any monetary damage caused to it due to and in connection with the transfer of the funds as aforesaid, unless the Trustee acted with negligence (excluding negligence exempt by law as may be from time to time), in bad faith or fraudulently.

13.8 . The company shall hold these funds in trust for the BOND holders entitled to those amounts for an additional year from the day they were transferred to it from the Trustee and shall not make any use of them and shall invest them in accordance with the provisions of this Deed. Funds that are not claimed from the company by a BOND holder until the passing of 30 days from the end of 7 years from the final redemption date of the BONDS, shall be transferred to the company, and it shall be entitled to use the remaining funds for any purpose whatsoever.

14 . <u>Receipt from the BOND holders and from the Trustee</u>

14.1 . A receipt from the Trustee regarding the deposit of the principal, interest and linkage difference amounts with it for the benefit of the BOND holders shall release the company with an absolute release in everything related to the actual execution of the payment of the amounts specified in the receipt.

14.2 . A receipt from the BOND holder for the principal, interest and linkage difference amounts paid to him by the Trustee for the BOND shall release the Trustee with an absolute release in everything related to the actual execution of the payment of the amounts specified in the receipt.

14.3 . Funds distributed as stated in Section 13 above shall be considered as payment on account of the redemption of the BONDS.

15 . Presentation of a BOND to the Trustee and registration in connection with partial payment

15.1 . The Trustee shall be entitled to demand from a BOND holder to present to the Trustee, at the time of payment of any interest or partial payment of the principal amount, interest and linkage differences in accordance with the provisions of Sections 12, 13 and 14 above, the certificate of BONDS in respect of which the payments are paid, and a BOND holder shall be obligated to present the BOND certificate.

as aforesaid and provided that this shall not obligate the BOND holders in any payment and/or expense and/or impose any liability and/or duty of any kind on the BOND holders.

15.2 The Trustee shall be entitled to record on the BOND certificate a note regarding the amounts paid as aforesaid and the date of their payment.

15.3 The Trustee shall be entitled in any special case, at its discretion, to waive the presentation of the BOND certificate after it has been given by the BOND holder a letter of indemnity and/or sufficient security to its satisfaction for damages that may be caused due to the failure to record the note as aforesaid, all as it finds appropriate.

15.4 Notwithstanding the above, the Trustee shall be entitled at its discretion to maintain records in another manner regarding such partial payments.

16. Investment of Funds

All funds which the Trustee is entitled to invest under this Deed shall be invested by it in a banking corporation in Israel which is rated by a rating company with a rating of no less than the (-ilAA) rating of Maalot or an equivalent rating, in its name or to its order, at its discretion, in BONDS of the Government of Israel or in daily bank deposits in the same banks as it finds suitable, and all subject to the terms of this Trust Deed and the provisions of any law and provided that any investment in securities shall be in securities rated by a rating company with a rating of no less than the (-ilAA) rating of Maalot or an equivalent rating. Having done so, the Trustee shall not be liable to the beneficiaries for those amounts except for the consideration received from the realization of the investments less its fee and expenses, the commissions and expenses related to the said investment and the management of the trust accounts, the commissions and less the mandatory payments applicable to the trust account, and with the balance of the funds as aforesaid the Trustee shall act according to the provisions of this Deed, as the case may be.

17. Company Obligations towards the Trustee

The company hereby undertakes towards the Trustee, as long as the BONDS have not yet been fully redeemed, as follows:

17.1 To continue and conduct its business in a regular and proper manner.

17.2

To maintain regular account books in accordance with accepted accounting principles, to keep the books and documents used as supporting evidence for them, and to allow the Trustee or any authorized representative of the Trustee, subject to the provisions of any law, to review, at any reasonable time coordinated in advance with the company and no later than seven business days from the date of receipt of the Trustee's request, any such book and/or document that the Trustee requests to review. For this purpose, an authorized representative of the Trustee means someone the Trustee appoints for the purpose of such review, by written notice from the Trustee to be delivered to the company before the said review.

17.3 As long as this does not contradict the provisions of any law and/or agreement, to cause the senior financial officer in the company to provide, no later than seven business days from the date of receipt of the Trustee's request, to the Trustee and/or an authorized representative as stated in Section 17.2 above, any explanation, document, calculation or information, in his possession or which can be reasonably prepared, regarding the company, its business and/or its assets that will be reasonably required, at the reasonable discretion of the Trustee, for the purpose of examinations conducted by the Trustee for the protection of the BOND holders.

17.4 To notify the Trustee in writing as soon as possible and no later than 2 business days of the occurrence of any event of the events specified in Section 8.1 above (including its subsections) or of the actual knowledge of the company that such an event

is about to occur, without regard to the cure periods set forth in Section 8.1 (including its subsections), to the extent they exist in the said sections.

17.5. To provide the Trustee with a copy of any document or any information that the company has transferred to the BOND holders, if transferred. Furthermore, the company shall transfer to the Trustee or its authorized representative who shall be an attorney or accountant by profession (and for whom notice of appointment shall be delivered by the Trustee to the company upon appointment) additional information regarding the company (including explanations, documents and calculations regarding the company, its business or its assets) in its possession or which can be reasonably prepared, and shall even instruct its accountant and its legal advisors to do so, upon reasonable written request from the Trustee, no later than seven business days from the date of receipt of the Trustee's request, provided that the Trustee reasonably believes that the information is required for the implementation and exercise of the powers, strengths and authorizations of the Trustee and/or its representative under the Trust Deed, including information required for the protection of the rights of the BOND holders and provided that the Trustee acts in good faith, subject to the confidentiality undertakings as stated in this Trust Deed.

17.6. To notify the Trustee in a written notice signed by an officer of the company, within 7 business days, of any payment made to the BOND holders and of the balance of the amounts (including the balance of the par value of the BONDS in circulation) owed by the company at that time to the BOND holders after the execution of the said payment.

17.7. To deliver to the Trustee no later than the end of 30 days from the date of their first issuance of any BONDS (Series 11) under the shelf prospectus or from the date of execution of a series expansion (by any means, including but not limited to a private placement or via a prospectus) a repayment schedule for the payment of the BONDS (principal and interest) in an Excel file.

17.8. To act as far as it is within its control for the continued rating of the BONDS by at least one rating company approved by the Commissioner of the Capital Market throughout the term of the BONDS. It is clarified that to the extent the BONDS are rated by several rating companies, the company shall be entitled to terminate their rating by any of the rating companies, at its sole discretion, and without the Trustee and/or the BOND holders having any claim in this regard, provided that at that time the BONDS are rated by at least one rating company. In the event of replacing the rating company, the company shall publish, subject to the timelines set in any law, an immediate report regarding the replacement of the rating company as aforesaid and the reasons for the change of the rating company. Should the rating be discontinued entirely, the company shall deliver to the Trustee a properly signed written confirmation detailing the reasons for such discontinuation.

17.9. To invite the Trustee to its general meetings (whether ordinary general meetings or extraordinary general meetings of the company's shareholders) without granting the Trustee voting rights in these meetings.

17.10. To deliver to the Trustee, upon its request, documents and/or details and/or information, as reasonably required by the Trustee, according to its reasonable discretion and no later than seven business days from the date of receipt of the Trustee's request, for the implementation and exercise of the powers, strengths and authorizations of the Trustee and/or its representative under the Trust Deed, subject to the provisions of Section 17.5 above.

17.11. At the request of the Trustee, the company shall provide the Trustee after the publication of the company's annual financial reports, a confirmation from the company (signed by two senior officers of the company) stating that during the period from the date of the Deed and/or from the date of the previous confirmation provided to the Trustee, whichever is later, until the date of providing the confirmation, there has been no breach by the company of this Deed, including a breach of the terms of the BONDS, unless explicitly stated otherwise. Such confirmation may include a specific reference to Sections 8.1.12, 8.1.13 and 8.1.25 of this Deed.

17.12. To deliver to the Trustee the reports and filings detailed in Section 28 below.

17.13. To perform all actions necessary and/or reasonably required and in accordance with the provisions of any law to give effect to the exercise of the powers, forces, and authorizations of the Trustee and/or its representatives in accordance with the provisions of the Trust Deed.

17.14. To deliver to the Trustee, upon its first written demand but no later than 10 business days from the date of such request by the Trustee, a written confirmation signed by the senior officer in the financial field of the Company that all payments to the HOLDERS OF BONDS were paid on time, and the balance of the par value of the BONDS in circulation.

17.15. Furthermore, the Company shall update the Trustee in writing of any change in its address and/or its name no later than one trading day from the date of the change. Publication of information as mentioned in the MAGNA system shall be considered an update to the Trustee for the purposes of this section.

It is clarified that also regarding information provided to the Trustee and/or its authorized representative, according to the provisions of Section 17 above, the provisions of Section 2.7 above shall apply, including the obligation of the authorized representative to sign the confidentiality letter in **Appendix A** to this deed (subject to the Company's discretion to update its wording).

18. Additional Obligations

18.1. In the event a decision for immediate repayment is made according to the provisions of Section 8.2 above, the Company undertakes: (1) to repay the HOLDERS OF BONDS and pay the Trustee all amounts due to them and/or that will be due to them by virtue of the Trust Deed, whether the due date for them has occurred or not ('Acceleration'), within 7 days from the date of the Trustee's first written demand; and (2) to deliver to the Trustee, upon its request, any affidavit or declarations and/or sign any document and/or perform and/or cause the performance of all reasonable actions necessary and/or reasonably required and in accordance with the law to give effect to the exercise of the powers, forces, and authorizations of the Trustee and/or its representatives required to enforce the Company's obligation as stated in this Section 18.1 and for the realization of the collateral.

18.2. In the event a decision for immediate repayment is made according to the provisions of Section 8.2 above, the Trustee and/or the HOLDERS OF BONDS shall, at the sole discretion of the Trustee or the holders, be entitled: (1) to demand immediate payment of all amounts the Company undertook to pay in an accelerated manner as stated in Section 18.1 above; (2) to immediately take any steps it sees fit to take for the realization and enforcement of the collateral (all or part thereof) in its possession, as may exist, to ensure the repayment of all or part of the amounts due to the holders and the Trustee according to the Trust Deed, in any reasonable manner it finds appropriate and beneficial; (3) to realize, in full or in part, any collateral given to the Trustee (as may have been given) for the HOLDERS OF BONDS in any way decided upon and in accordance with the relevant law in the relevant territory for each collateral; (4) to appoint through a court a trustee or receiver or managing receiver over the pledged assets, all or some of them.

19. Reporting by the Trustee

19.1. The Trustee shall prepare each year, at the time specified by law and in the absence of such a specified time by the end of the second quarter of each calendar year, an annual report on the trust's affairs (hereinafter: "**the Annual Report**"), and submit it to the Authority and the TASE.

19.2.

The Annual Report shall include the details as determined from time to time by law. Submission of the Annual Report to the Authority and the TASE shall be considered as delivery of the Annual Report to the Company and the HOLDERS OF BONDS.

19.3. The Trustee must submit a report regarding actions performed according to the provisions of Chapter E1 of the Law, upon the reasonable request of holders of at least ten percent (10%) of the outstanding par value of the BONDS of the same series, within a reasonable time from the date of the demand, all subject to the duty of confidentiality owed by the Trustee to the Company as stated in Section 35(d) of the Law.

19.4. The Trustee shall update the Company prior to reporting according to Section 35H1 of the Law, provided this does not materially harm the HOLDERS OF BONDS.

19.5. As of the date of signing this deed, the Trustee declares that it is insured with professional liability insurance in the amount of NIS 10 million for the period (hereinafter: **"the Coverage Amount"**). If before the full repayment of the BONDS (Series 11') the Coverage Amount is reduced from a total of NIS 10 million for any reason, then the Trustee shall update the Company no later than 7 business days from the day the reduction was known from the insurer, in order to publish an immediate report on the matter. The provisions of this section shall apply until the entry into force of regulations under the Securities Law which regulate the insurance coverage obligation of the Trustee. After the entry into force of such regulations, the Trustee will be obligated to update the Company only in the event that the Trustee does not meet the requirements of the said regulations.

19.6. Upon the demand of holders of more than 5% (five percent) of the outstanding par value of the BONDS, the Trustee shall provide the holders with data and details regarding its expenses in connection with the trust subject to the Trust Deed.

20. <u>Trustee's Fee</u>

20.1. The Trustee shall be entitled to payments of fees and expenses in connection with the performance of its duties, as detailed below. If a trustee is appointed in place of a trustee whose term has ended according to Sections 35B(a1) or 35Yad(d) of the Securities Law, the HOLDERS OF BONDS shall bear the difference by which the fee of the newly appointed trustee exceeded the fee paid to the trustee in whose place it was appointed, if such difference is unreasonable, and the provisions of the relevant law at the time of such replacement shall apply.

20.2. The HOLDERS OF BONDS shall participate in financing the Trustee's fee and reimbursement of its expenses in accordance with the provisions of Section 23 of the Trust Deed (Indemnification of the Trustee).

20.3. The Company shall pay a fee to the Trustee for its services, according to the Trust Deed, an annual payment for each trust year, in the amount of NIS 15,000 (hereinafter: **"the Annual Fee"**). In certain circumstances specified in this Trust Deed, the Annual Fee may increase.

20.4.

In the event the Trustee participates in discussions with the Securities Authority regarding the Trust Deed and/or the Prospectus, a fee shall be paid to the Trustee (at the rate specified in Section 20.5 below) based on the hours of the discussions in which it takes part, including reimbursement of travel expenses.

20.5. For special actions of the Trustee as part of its duties under the Securities Law and/or those specified in the Trust Deed, including actions the Trustee must perform to fulfill its legal obligation under the Securities Law in general and specifically Amendments 50 and 51 thereto, as well as those arising from a breach or suspicion of breach of the Trust Deed such as: summoning and managing meetings of HOLDERS OF BONDS, sending and managing voting papers, extended legal and analytical checks, etc., and including actions regarding registration/removal/replacement and any other action regarding pledges - an additional fee of NIS 550 per hour of work of professional staff members and NIS 250 per hour of work of administrative staff shall be paid. For each shareholder meeting in which the Trustee participates, an additional fee of NIS 600 per meeting shall be paid, plus reimbursement of travel expenses.

20.6. The amounts detailed in this Section 20 above do not include statutory VAT and reimbursement of expenses, and they shall be linked to the index known at the time of signing this deed, but in any case, no amount lower than the amounts specified in this Section 20 above shall be paid. The amounts shall be paid no later than 15 days from the date of demand.

21. Trustee's Powers

21.1 The Trustee may, in the context of performing the trust's affairs according to this deed, request the written opinion or advice of any lawyer, accountant, appraiser, evaluator, surveyor, broker, or other expert (hereinafter: "the Advisors"), whether such opinion or advice was prepared at the Trustee's request and/or by the Company, and act according to its conclusions, and the Trustee shall not be responsible for any loss or damage caused as a result of any action or omission done by it relying on such advice or opinion, unless the Trustee acted negligently (except for negligence exempted by law as it may be from time to time) and/or in bad faith and/or maliciously. The Trustee shall provide a copy of the said opinion or advice for the review of the HOLDERS OF BONDS and the Company, upon their request. The Company shall bear the full reasonable fees and expenses of employing the Advisors so appointed. Provided that this does not materially harm the rights of the HOLDERS OF BONDS, the Trustee and the Company shall reach an agreement on a list of no more than three reputable advisory firms with relevant expertise, to which the Trustee shall turn to receive fee proposals as stated. The Company shall choose one proposal from the proposals submitted and shall be entitled to negotiate with the firms on their proposal for a period of up to 10 business days, provided that in urgent cases, the delay due to the negotiation shall not, in the Trustee's opinion, endanger the rights of the HOLDERS OF BONDS.

21.2 Any such advice or opinion may be given, sent, or received by letter, telegram, facsimile, or any other electronic means for transmitting information, and the Trustee shall not be responsible for actions taken relying on advice or opinion or information transmitted in one of the ways mentioned above even if errors occurred in them or they were not authentic, unless the errors or lack of authenticity could have been discovered in a reasonable examination and provided that it did not act negligently (except for negligence exempted by law as it may be from time to time) and/or in bad faith and/or maliciously. It is clarified that the documents will be transferable, on the one hand, and the Trustee may rely on them, on the other hand, only where they are received clearly, and when no difficulty arises in reading them. In any other case, the Trustee shall be responsible for demanding their receipt in a manner that allows their reading and understanding, as appropriate.

21.3

The Trustee shall not be obligated to notify any party of the signing of this deed and shall not be entitled to intervene in any way in the management of the Company's business or affairs. Nothing in this section shall limit the Trustee in the actions it must perform in accordance with this Trust Deed.

21.4 The Trustee shall use the trust, powers, authorizations, and authorities granted to it according to this deed at its absolute discretion and shall not be responsible for any damage caused due to an error in judgment as mentioned, unless the Trustee acted negligently (except for negligence exempted by law as it may be from time to time) and/or in bad faith and/or maliciously.

22. Trustee's Authority to Employ Agents

Subject to prior notice to the Company, and provided that in the Trustee's sole discretion this does not harm the rights of the HOLDERS OF BONDS, the Trustee shall be entitled to appoint agent(s) to act in its place, whether a lawyer or otherwise, to perform or participate in performing special actions to be done in connection with the trust and to pay a reasonable fee to each such agent, and without derogating from the generality of the above, taking legal proceedings or representation in merger or split proceedings of the Company. The Company shall be entitled to object to such appointment in the event the agent is a competitor, whether directly or indirectly, of the Company's business (including companies consolidated in its financial reports) and/or in the event the agent is, in the Company's opinion (as detailed in writing while providing a reasonable reasoning), directly or indirectly, in a situation of conflict of interest between its appointment and duties as an agent and its personal affairs, other duties, or affiliations to the Company and corporations under its control, provided that notice of the Company's objection as stated was delivered to the Trustee no later than ten business days from the date the Trustee gave the Company notice of its intention to appoint such an agent. It is clarified that the appointment of such an agent shall not derogate from the Trustee's responsibility for its actions.

and the actions of its agents. Furthermore, the Trustee shall be entitled to pay from the Company's account the reasonable fee of any such agent, and the Company shall reimburse the Trustee upon its demand for any such expense, provided that prior to the appointment of such an agent, the Trustee shall notify the Company in writing about the appointment, including a detail of the agent's fee and the purpose of its appointment, and under circumstances where the cost of the agents' fees does not exceed the bounds of reasonable and customary. It is clarified that the publication of the results of a decision by the HOLDERS OF BONDS regarding the appointment of agents shall constitute such notice provided that prior to such appointment, the Trustee provided the Company with all the information and details as stated above. For the removal of doubt, the Company shall not reimburse the Trustee for the fee or expenses of an agent who attended on behalf of the Trustee meetings of the HOLDERS OF BONDS or an agent who performed the regular actions of the Trustee to be performed by virtue of this Trust Deed, as the performance of these actions is included in the fee the Trustee receives from the Company according to the provisions of Section 20 above. For the removal of doubt, in the event the BONDS were called for immediate repayment, the actions the Trustee will be required to take in connection therewith shall not be considered regular actions the Trustee must perform by virtue of this Trust Deed for the purposes of this section.

23. Indemnification of the Trustee

23.1 The Company and the HOLDERS OF BONDS (at the relevant record date as stated in Section 23.5 below, each for its obligation as stated in Section 23.3 below), hereby undertake to indemnify the Trustee and all its officers, employees, agent or expert it appoints and other parties on behalf of the Trustee according to the provisions of the Trust Deed and/or according to a decision made in a meeting of HOLDERS OF BONDS (hereinafter: "**the Indemnified Parties**") provided there is no double indemnification or compensation in the same matter:

23.1.1

For any reasonable expense, damage, payment or loss and/or tort liability and/or for a financial charge according to a judgment or an arbitration award (for which a stay of execution was not granted) or according to a concluded settlement (and as far as the settlement concerns the Company, the Company's consent to the settlement was given) the cause of any of which is related to actions performed by the Indemnified Parties or which they refrained from performing (as the case may be) or which they must perform by virtue of the provisions of this deed, and/or by law and/or an instruction of a competent authority and/or any law and/or according to the demand of the HOLDERS OF BONDS and/or according to the demand of the Company, all in connection with this Trust Deed; and also

23.1.2 For the fee due to the Indemnified Parties and reasonable expenses they incurred and/or are about to incur, including during the execution of the trust and/or use of powers and authorizations under this deed or by law or in connection with such actions, which in their reasonable opinion were required for the said performance and/or in connection with the use of powers and authorizations granted by virtue of this deed as well as in connection with all types of legal proceedings, opinions of lawyers and other experts, negotiations, discussions, expenses, insolvency proceedings, collection proceedings, debt arrangements, debt status assessment, valuations, claims and demands regarding any matter and/or thing done and/or not done in any way in relation to the above and/or their role by virtue of this deed.

all on condition that one of the situations detailed in sections (a)-(d) below does not occur:

(a) The matter for which the indemnification is given does not suffer delay (without prejudice to their right to demand retroactive indemnification, if and as much as their eligibility arises);

(b) It was determined in a final judicial decision that the Indemnified Parties acted in bad faith;

(c) It was determined in a final judicial decision that the Indemnified Parties acted outside the scope of their role and/or not in accordance with the provisions of the Deed and/or the provisions of the law;

(d) It was determined in a final judicial decision that the Indemnified Parties were negligent with negligence that is not exempted by law as it may be from time to time;

(e) It was determined in a final judicial decision that those entitled to indemnity acted with malicious intent;

(f) Those entitled to indemnity did not notify the Company in writing immediately upon becoming aware of the charge and did not allow the Company to manage the proceedings (except in cases where the proceedings are managed by the Trustee's insurance company or if the Company is in a conflict of interest);

It is clarified that even in a case where it is claimed against those entitled to indemnity that they are not entitled to indemnity for any reason whatsoever, those entitled to indemnity shall be entitled, immediately upon their first demand, to payment of the amount due to them in respect of the 'Indemnity Obligation'. In the event that it is determined in a final judicial decision that those entitled to indemnity did not have a right to indemnity, those entitled to indemnity shall return the Indemnity Obligation amounts paid to them.

Without prejudice to the rights to compensation granted to the Trustee by law and subject to what is stated in this Deed and/or the Company's obligations under this Deed, those entitled to indemnity shall be entitled to receive indemnity from the funds received by the Trustee from the proceedings it took, regarding obligations they took upon themselves, regarding reasonable expenses they incurred during the performance of the trust or in connection with such actions, which in their opinion were necessary for the aforementioned performance and/or in connection with the use of the powers and authorizations granted by virtue of this Deed, as well as in connection with all kinds of legal proceedings, legal opinions of lawyers and other experts, negotiations, discussions, claims and demands regarding any matter and/or thing done and/or not done in any way in relation to the matter, and the Trustee may withhold the funds in its possession and pay from them the amounts necessary for the payment of the said indemnity. All said amounts shall stand in priority over the rights of the BONDS holders and subject to the provisions of any law, provided that the Trustee acted in good faith and in accordance with the duties imposed on it by any law and by this Deed. For the purpose of this section, an action of the Trustee approved by the Company and/or the BONDS holders shall be considered an action that was reasonably necessary.

The indemnity obligations under this Section 23.1 shall be called the "Indemnity Obligation".

23.2. Without derogating from the validity of the Indemnity Obligation in Section 23.1 above and subject to the Securities Law, whenever the Trustee is required according to the terms of the Trust Deed and/or by law and/or an instruction of a competent authority and/or any law and/or at the request of the BONDS holders and/or at the request of the Company and/or for the protection of the rights of the BONDS holders, to perform any action, including but not limited to initiating proceedings or filing claims at the request of the BONDS holders, as stated in this Deed, the Trustee may refrain from taking any such action until it receives to its satisfaction a cash deposit from the Company, and in the event that the Company does not provide a cash deposit for any reason, from the BONDS holders to cover the Indemnity Obligation in the expected amount of expenses in connection with such action, with first priority from the Company, and in the event that the Company does not deposit the funding cushion at the time it was required to do so by the Trustee (hereinafter: the "Funding Cushion"). The Trustee will turn to the BONDS holders who held on the Record Date (as stated in Section 23.5 below), requesting that they deposit in its hands the amount of the Funding Cushion, each according to their Pro-rata Share (as this term is defined below). In the event that the BONDS holders do not actually deposit the full amount of the Funding Cushion, the Trustee shall not be obligated to take the relevant action or proceedings. Nothing in the foregoing shall exempt the Trustee from taking urgent action necessary to prevent a material adverse effect on the rights of the BONDS holders. No payment by the holders under this section shall release the Company from its obligation to bear said payment.

23.3. **Indemnity Obligation:**

23.3.1. Shall apply to the Company regarding the following cases: (1) Actions performed and/or required, at the Trustee's discretion, to be performed according to the terms of the Trust Deed or for the protection of the rights of the BONDS holders; and (2) actions performed and/or required to be performed at the request of the Company.

23.3.2. Shall apply to the holders who held the BONDS on the Record Date (as stated in Section 23.5 below) in the following cases: (1) Actions performed at the request of the BONDS holders (except for such actions taken at the request of holders, for causes specified in this Trust Deed, for the protection of the rights of the BONDS holders); and (2) in the case of non-payment by the Company of all or part of the Indemnity Obligation amount, as the case may be, applicable to it under Section 23.1 above (subject to the provisions of Section 23.7 below) and provided that the Trustee has taken the necessary steps to collect the funds covering the Indemnity Obligation from the Company. It is clarified that payment according to this sub-section (2) does not derogate from the Company's obligation to bear the Indemnity Obligation in accordance with the provisions of Section 23.3.1.

23.4. In any case where the Company does not pay the amounts required to cover the Indemnity Obligation and/or in a case where the indemnity obligation applies to the holders by virtue of the provisions of Section 23.3.2 above and/or the holders were requested to deposit the Funding Cushion amount according to Section 23.2 above, the following provisions shall apply:

23.4.1. **The funds will be collected as follows:**

23.4.1.1. First - the amount will be funded from the interest funds and to the extent these are insufficient - from the principal funds that the Company must pay to the BONDS holders after the date of the required action. No later than four trading days before the Record Date for the relevant interest payment from which the funding amount will be reduced, an Immediate report will be published specifying the funding amount, its purpose, the interest amounts and the updated interest rates that will be paid to the holders as part of the relevant payment. To the extent that the funding amount is deducted from the principal, the Company shall state in the said Immediate report, inter alia, the redemption amount for every 1 NIS par value, net of the funding amount. In addition, the Company shall state in the said Immediate report that the funding amount transferred to the Trustee shall be considered for all intents and purposes as a payment to the BONDS holders and the provisions of Section 10 above shall apply; It is clarified that in a case where these amounts are used by the Trustee because the Company, although it is obligated to do so under the provisions of this Deed, did not pay the full amounts required to cover the Indemnity Obligation and/or did not deposit the full amount of the "Funding Cushion", these amounts shall not be seen as if they were repaid by the Company on account of the BONDS for the benefit of the BONDS holders.

23.4.1.2. Second - to the extent that in the Trustee's opinion the amounts deposited in the Funding Cushion will not suffice to cover the Indemnity Obligation, the holders who held on the Record Date (as stated in Section 23.5 below) shall each deposit their Pro-rata Share (as this term is defined) with the Trustee for the missing amount. The amount deposited by each BONDS holder shall bear annual interest at a rate equal to the fixed interest on the BONDS and shall be paid in priority as stated in Section 10 above.

"Pro-rata Share" means: The relative part of the BONDS held by the holder on the relevant Record Date as stated in Section 23.5 below out of the total par value in circulation

at that time. It is clarified that the calculation of the Pro-rata Share shall remain fixed even if after that time there is a change in the par value of the BONDS held by the holder.

23.5. The Record Date for determining liability for the Indemnity Obligation and/or the Record Date for payment of the Funding Cushion is as follows:

23.5.1. In any case where the Indemnity Obligation and/or the Funding Cushion payment are required due to an urgent decision or action necessary to prevent a material adverse effect on the rights of the BONDS holders without a prior decision of the Meeting of BONDS holders - the Record Date for liability shall be the end of the trading day on the day the action was taken or the decision was made, and if that day is not a trading day, the trading day preceding it.

23.5.2. In any case where the Indemnity Obligation and/or the Funding Cushion payment are required according to a decision of a Meeting of BONDS holders - the Record Date for liability shall be the Record Date for participation in the meeting (as this date was set in the summoning notice) and shall also apply to a holder who was not present or did not participate in the meeting.

23.6. No payment by the holders instead of the Company of any amount imposed on the Company under this Section 23 shall release the Company from its obligation to bear said payment.

23.7. The reimbursement to the BONDS holders who bore payments under this section shall be made according to the order of priorities set forth in Section 10 above.

24. Notices

24.1. Any notice on behalf of the Company and/or the Trustee to the BONDS holders (including BONDS holders registered in the register maintained by the Company) shall be given by publishing an Immediate report on the Magna of the Securities Authority, and in the following cases only, also by way of publishing an advertisement in two daily newspapers with wide circulation published in Israel in the Hebrew language: (1) An arrangement or compromise under Section 350 of the Companies Law or in accordance with the provisions of the Insolvency Law; (b) Merger. Any notice published or sent as stated shall be deemed to have been delivered to the BONDS holder on the day of its publication in Magna as stated or in the newspapers, as the case may be.

24.2. The Trustee may instruct the Company, and the Company shall be obligated to report immediately on Magna on behalf of the Trustee, any report to the BONDS holders in its version as delivered in writing by the Trustee to the Company. The Company shall be entitled to add its reference and/or response to the said report in a separate report. Any notice published as stated shall be deemed to have been delivered to the BONDS holder on the day of its publication on Magna as stated.

24.3.

In the event that the Company ceases to be a "Reporting Corporation" as defined in the Law, any notice on behalf of the Company and/or the Trustee to the BONDS holders shall be given by sending it by registered mail to the last address of the registered holders of the BONDS as specified in the register, and also by email to the Trustee. Any notice sent by registered mail as stated shall be deemed to have been delivered to the BONDS holders within 10 business days from the date of its delivery by registered mail.

24.4. Copies of notices and invitations given by the Company to the BONDS holders shall also be sent by it to the Trustee. It is clarified that such notices and invitations do not include current reports of the Company to the public. Copies of notices and invitations given by the Trustee to the BONDS holders shall also be sent by him to the Company. Publication of such notices on Magna shall take the place of their delivery to the Trustee or the Company, as stated above in this section, as the case may be.

24.5 Any notice or demand on behalf of the Trustee to the Company or on its behalf to the Trustee may be given by a letter sent by registered mail to the address specified in the Trust Deeds, or to another address notified by one party to the other in writing, or via courier, or by sending it via facsimile (with telephonic verification regarding its receipt by the recipient) and/or by electronic mail whose receipt was confirmed by return electronic mail (not automatic) by the receiving party, and any such notice or demand shall be considered as if received by the party to whom the notice was sent within three business days from the date of its delivery by registered mail, or on the day on which receipt of the electronic mail was confirmed or on the day on which receipt of the fax was telephonically verified, or on the first business day following the date of its delivery by courier or its presentation to the recipient for acceptance from the courier, as the case may be.

25. Changes in the Terms of the BONDS and the Trust Deed

25.1 Subject to the provisions of the Law and the regulations enacted or to be enacted thereunder, the Trustee shall be entitled from time to time and at any time, if convinced that there is no prejudice to the rights of the BONDS holders or that the matter is for the benefit of the BONDS holders, to waive any breach or non-fulfillment of any condition of the terms of the BONDS or this Deed by the Company. It is clarified that the provisions of this Section 25.1 shall not apply to the following subjects:

Dates and payments under the terms of the BONDS, reduction of the interest rate specified in the terms of the BOND, causes for immediate repayment, the Company's obligations to provide reports to the BONDS holders and/or to the Trustee as stated in this Deed, the Company's obligation not to create a floating lien on all its assets as detailed in Section 5.2 above, the Company's obligation to meet financial covenants according to Section 5.5 above, restrictions on distribution according to Section 5.6 above, restrictions on series expansion as stated in Section 3.2.2 above, creating a lien in certain cases as stated in Section 5.3 above, interest adjustment mechanisms in case of a rating downgrade as stated in Section 5.4 above, and changes regarding linkage bases.

25.2 Subject to the provisions of the Law, and with prior approval by a special resolution of the meeting of BONDS holders (Series 11), the Trustee shall be entitled, whether before or after the principal of the BONDS is due for repayment, to compromise with the Company regarding any right or claim of the BONDS holders or any of them and to agree with the Company on any arrangement of their rights, including waiving any right or claim of its own and/or of the BONDS holders or any of them against the Company.

25.3 Subject to the provisions of the Law and the regulations enacted or to be enacted thereunder, the Company and the Trustee may, whether before or after the principal of the BONDS is due for repayment, change the Trust Deed and/or the terms of the BONDS if one of the following is met:

25.3.1. Except for a change in the identity of the Trustee or its fee, or for the purpose of appointing a Trustee in place of a Trustee whose term has ended, if the Trustee is convinced that the change does not harm the BONDS holders and also except for the subjects listed in Section 25.1 above.

25.3.2. The proposed change was approved by a special resolution of the meeting of BONDS holders (Series 11).

25.4 The Company shall deliver to the BONDS holders a written notice of any such change according to Section 25.1, Section 25.2 or Section 25.3 above as soon as possible after its implementation.

25.5 In any case of exercise of the Trustee's right under this section, the Trustee shall be entitled to demand from the BONDS holders to deliver to it or to the Company the BOND certificates for the purpose of recording a note therein regarding any such compromise, waiver, change or amendment and at the request of the Trustee, the Company shall record such a note in the certificates delivered to it. In any case of exercise of the Trustee's right under this section, it shall notify the BONDS holders in writing without delay and as soon as possible.

25.6. Without derogating from the aforementioned, the terms of the BONDS shall be changeable also within the framework of an arrangement or compromise, which was approved by the court, under section 350 of the Companies Law or in accordance with the provisions of the Insolvency Law.

26. Register of BOND holders

26.1. The Company will hold and manage at its registered office a register of BOND holders (Series 11') separately in accordance with the provisions of the Securities Law, which will be open for inspection by any person.

26.2. The Company shall not be obligated to record in the register of BOND holders (Series 11') any notice regarding an express, implied, or constructive trust, or pledge or encumbrance of any kind or any equitable right, claim or set-off or any other right in connection with the BONDS. The Company will recognize only the ownership of the person in whose name the BONDS were registered. The legal heirs, administrators of the estate or executors of the will of the registered holder and any person who will be entitled to BONDS due to bankruptcy of any registered holder (and if it is a corporation - due to its liquidation) will be entitled to be registered as holders thereof after providing evidence which in the Company's opinion will be sufficient to prove their right to be registered as their holders.

27. Certificates and Splitting of Certificates

27.1. In respect of the BONDS registered in the name of one holder, one certificate shall be issued to him, or at his request, several certificates shall be issued to him (the certificates mentioned in this section shall be called hereinafter: "**the Certificates**"), each in a minimum quantity of 1,000 (one thousand) NIS par value (hereinafter: "**the Minimum Quantity**").

27.2. Each certificate is divisible into certificates whose total par value of the BONDS included in them is equal to the amount of the par value of the BONDS included in the certificate whose split was requested, provided that the par value for each certificate shall not be less than the Minimum Quantity. The split will be made according to a split request signed by the registered owner of the BONDS subject of the certificate whose split is requested against delivery of the certificate whose split is requested to the Company at its registered office. The split will be made within 30 days from the end of the month in which the certificate was delivered together with the request for its split at the registered office of the Company. The new BOND certificates that will be issued following the split will be in par value amounts in whole New Israeli Shekels each. All expenses involved in the split, including any levies whatsoever, if any, will apply to the applicant for the split.

28. Reporting to the Trustee

28.1. In addition to what is stated in section 17 above, the Company will prepare and deliver to the Trustee, as long as all the BONDS have not been repaid:

28.1.1. Audited financial statements of the Company for the fiscal year that ended on December 31 of the previous year, immediately after their publication by the Company. Publication of these reports on MAGNA by the Company will be considered as delivery of the reports to the Trustee.

28.1.2. Reviewed quarterly financial statements of the Company immediately after their publication by the Company. Publication of these reports on MAGNA by the Company will be considered as delivery of the reports to the Trustee.

28.1.3. A copy of any document that the Company transfers to the holders of the BONDS.

28.1.4. Report on any change in the rating of the BONDS or on the cessation of the rating. Publication of these reports on MAGNA by the Company will be considered as delivery of the reports to the Trustee.

28.1.5. Any document, report or notice which according to the provisions of any law the Company must transfer to the Trustee.

28.2. Should the Company become a non-reporting corporation, as defined below, the Company shall deliver to the Trustee annual, quarterly and immediate reports as specified in the provisions of the consolidated circular of the Ministry of Finance - Capital Market, Insurance and Savings Department - instructions regarding the investment of institutional bodies in non-governmental BONDS, as they may be from time to time, where each report will be signed by the Company's CEO and the senior officer in the field of finance in the Company. It will be clarified that nothing in the aforementioned shall derogate from any reporting obligation applicable or which will apply to the Company according to any law.

In this section: "non-reporting corporation" - a corporation that is not a "reporting corporation" as defined in the Securities Law and is not a corporation traded on a stock exchange outside of Israel, as specified in the Second or Third Schedule to the Securities Law.

29. Attorneys-in-fact

The Company hereby appoints the Trustee for the BONDS as its attorney-in-fact, to execute and perform in its name and in its place those actions that it will be obligated to perform according to the conditions included in this deed, and generally to act in its name with reference to those actions that the Company is obligated to do according to this deed and has not performed them or to perform part of the powers given to it, and to appoint any other person as the Trustee finds appropriate for the performance of its duties according to this deed, and this subject to the fact that the Company has not performed the actions it is obligated to perform according to the terms of this deed within a reasonable period of time according to the Trustee's determination from the date of the Trustee's demand and provided that it acted reasonably.

Nothing in the appointment according to this section shall obligate the Trustee to perform any action and the Company hereby exempts the Trustee and its agents in advance in case they do not perform any action whatsoever, and the Company waives in advance any claim against the Trustee and its agents for any damage caused or likely to be caused to the Company directly or indirectly, because of this, based on an action not performed by the Trustee and its agents as stated above.

30. Applicability of the Securities Law

In any matter not mentioned in this deed and also in any case of contradiction between the provisions of the Law and its regulations (which cannot be stipulated against) and this deed, the parties will act in accordance with the provisions of the Law and its regulations.

31. Meetings of BOND holders

The general meetings of BOND holders will be convened and conducted in accordance with the conditions specified in the **Second Schedule** to this deed.

32. Contradiction between the Provisions of the Trust Deed and the Shelf Offering Report

In any case of contradiction between the provisions of this trust deed (on its various appendices) and the provisions of the shelf offering report in relation to the BONDS (Series 11'), the provisions of this deed shall prevail.

33. General

Without derogating from the other provisions of this deed and of the BONDS, any waiver, extension, concession, silence, avoidance of action (hereinafter together: "waiver") by the Trustee or the Company regarding non-fulfillment or partial or incorrect fulfillment of any obligation, according to this deed and the BOND, shall not be considered as a waiver by the Trustee or the Company, as the case may be, of any right but as a limited consent to the special occasion on which it was given. Without derogating from the other provisions of this deed and the BOND, any change in the obligations of the Trustee or the Company as stated, requires obtaining the prior consent of the Trustee or the Company.

and in writing (including "it shall be written" including fax or email). Any other consent that is not in writing, shall not be considered as consent. The rights of the Trustee and the Company according to this agreement are independent and not dependent on each other, and come in addition to any right that exists and/or will exist for the Trustee and/or the Company by law.

34. Addresses

The addresses of the parties will be as they appear in the preamble to this deed or any other address for which appropriate written notice will be given to the other party.

35. Governing Law and Jurisdiction

The law applicable to this trust deed, and its appendices, is the Israeli law only. The unique and exclusive jurisdiction in everything related to this deed will be given to the competent courts in Tel Aviv-Jaffa.

36. Authorization for reporting on MAGNA

The Trustee authorizes by its signature on this deed, the authorized electronic signatories of the Company as they will be to report on its behalf on MAGNA on its engagement in this deed and its signature on it, insofar as it is required by law.

In witness whereof the parties have come to sign:

Azrieli Group Ltd.	**Hermetic Trust (1975) Ltd.**

I the undersigned Nirit Zeevi, Adv., confirm that this trust deed was signed by Azrieli Group Ltd. lawfully according to its articles of association, by Messrs.: Ariel Goldstein and Yuval Grau, whose signatures bind the Company in connection with this deed.

Nirit Zeevi, Adv.

Azrieli Group Ltd.

First Schedule

BOND Certificate (Series 11')

A BOND is hereby issued that is due for repayment in ten (10) payments equal in rate, each of 10% of the par value of the principal of the BONDS, between the years 2042 and 2051, and which carries annual interest and linkage differentials as stated below.

BONDS (Series 11') registered in the name of

Certificate Number: [ ]

Total par value of the BONDS in this certificate [ ] NIS.

The registered owner of the BONDS in this certificate [ ].

This certificate testifies that Azrieli Group Ltd. (hereinafter: "**the Company**") will repay the principal of the BONDS in this certificate in installments, to whoever is the Holder (as defined in the conditions overleaf) registered in the BOND on the record date for that payment, and everything subject to what is detailed in the conditions overleaf and the Trust Deed dated **June 10, 2026** between the Company on one side and **Hermetic Trust (1975) Ltd.** and/or whoever serves from time to time as trustee for the BOND holders according to the Trust Deed ("**the Trustee**" and "**the Trust Deed**" respectively), on the dates specified below: ten (10) equal installments, which will be paid once a year on June 30 of each of the years 2042 to 2051, in a manner where the first payment of the principal will be paid on June 30, 2042, and the last payment of the principal will be paid on June 30, 2051, and they will constitute 10% of the par value rate of the principal each, and in total 100% of the par value rate of the principal. This BOND carries interest at the annual interest rate as will be published in the framework of the Company's immediate report regarding the results of the initial offering of the BONDS (Series 11'), which will be paid on the dates and under the conditions all as detailed in the conditions overleaf.

This BOND will be linked (principal and interest), and all as detailed in the conditions overleaf.

This BOND is issued as part of Series 11' of BONDS whose conditions are identical to the conditions of this BOND, subject to the conditions detailed overleaf and in accordance with the Trust Deed, which was signed between the Company and the Trustee, and are not secured at the time of their initial issuance by any pledge.

It is clarified that the provisions of the Trust Deed will constitute an integral part of the provisions of this BOND and will bind the Company and the holders of the BONDS included in the aforementioned series. In any case of contradiction between what is stated in this certificate and what is stated in the Trust Deed, the provisions of the Trust Deed shall prevail.

The payment of the principal and the last payment of the interest will be made against delivery of the BOND to the Company at its registered office, on the payment date, as stated in the conditions overleaf or in any other place of which the Company will give notice. The Company's notice will be given no later than five business days before the payment date.

All BONDS from Series 13' will stand at an equal rank among themselves (pari-passu), without any preferred right for one over the other.

The Company is entitled to issue at any time and from time to time (whether in a private offering or in a public offering) at its exclusive discretion, without the need for the consent of the BOND holders or the Trustee, including to a related holder of the Company, BONDS of a different type or other series of BONDS or other securities of any kind and type whatsoever, with or without attached rights to purchase shares of the Company, under terms of interest, linkage, collateral, repayment, and other terms as the Company finds appropriate, whether they are superior to the terms of the BONDS, equal to them or inferior to them. Likewise, the Company reserves for itself the right to increase the series from time to time at its exclusive discretion, in accordance with the provisions of any law and subject to the provisions of section 2.2 of the conditions recorded overleaf. Notwithstanding the aforementioned, insofar as the Company issues an additional series of BONDS and this additional series is not backed by collateral (and as long as it is not backed by collateral), the rights of the additional series in liquidation shall not be superior to those of the BONDS (Series 11').

Any transfer of the BONDS is subject to the transfer restrictions detailed in section 7 of the conditions recorded overleaf of the BOND certificate.

Signed by the Company on [ ].

By:

Authorized Signatory: [ ]	Authorized Signatory: [ ]

Azrieli Group Ltd.

I the undersigned, [ ], Adv., confirm that this BOND certificate was signed by Azrieli Group Ltd. lawfully according to its articles of association, by Messrs. : [ ] and their signature binds the Company for the purposes of this BOND.

[ ], Adv.

The Terms Registered on the Reverse Side

1. General

In this BOND, the following expressions shall have the following meanings, unless expressly stated otherwise:

"First Offering Report of the BONDS" -	The offering report according to which the BONDS (Series 11) will be first offered.
"Consumer Price Index" or "The Index" -	The index known as the "Consumer Price Index" including vegetables and fruits and published by the Central Bureau of Statistics and Economic Research in Israel, and includes the same index even if published by another official body or institution, and also includes any other official index that replaces it, whether built on the same data on which the existing index is built or not. If another index published by such a body or institution replaces it, and that body or institution has not determined the ratio between it and the replaced index, said ratio will be determined by the Central Bureau of Statistics, and in the event that said ratio is not determined as stated, then it will be determined by the Trustee for the BONDS, in consultation with economic experts selected by them.
"The Known Index" on any date -	The last index known before that date.
"The Basic Index" -	The Consumer Price Index for the month of April 2026, as published by the Central Bureau of Statistics on May 15, 2026.
"The Payment Index" -	The index known on the date set for any payment on account of principal and/or interest. The principal of the BONDS (Series 11) and the interest thereon are linked to the index as detailed in section 3.1.2 below.
"The BOND holders" and/or "The owners of the BONDS" and/or "The Holders" -	As defined in section 1.7 of the Trust Deed above.
"Business Day" or "Banking Business Day" -	As defined in the Banking (Service to Customer) (Methods of Calculating Interest) Regulations, 5751-1990.
"Principal" -	The total par value of the BONDS.
"The Registration Company" -	The Registration Company of the Tel Aviv Stock Exchange Ltd, or any other registration company with which the Company shall contract at its sole discretion, provided that all the Company's securities are registered in the name of that same Registration Company.
"The BONDS" or "The series of BONDS" or "The BONDS (Series 11)" -	A series of BONDS, which shall be called Series 11 of the Company's BONDS, registered, the terms of which are in accordance with the certificate of BONDS of Series 11 and the Trust Deed, which shall be issued from time to time by the Company at its sole discretion.

"Trading Day" -	Any day on which transactions are carried out on the Tel Aviv Stock Exchange Ltd.
"Stock Exchange Clearing House" -	The Clearing House of the Tel Aviv Stock Exchange Ltd.
"The Stock Exchange" -	The Tel Aviv Stock Exchange Ltd.
"The Prospectus" or "The Shelf Prospectus" –	As defined in section 1.7 of the Trust Deed above.

Determination of dates for payments and dates for performing early redemption (all these shall be called hereinafter "the Dates"), were determined, inter alia, in accordance with the provisions of the TASE Regulations, the directives thereunder and the bylaws of the Stock Exchange Clearing House (hereinafter: "Stock Exchange Provisions") valid at the time of signing the Trust Deed. The Stock Exchange Provisions may change from time to time and, among other things, various restrictions may be set therein regarding the Dates set in the Trust Deed. Should the Stock Exchange Provisions be changed regarding the Dates as stated, the change shall also apply to securities issued by virtue of the Trust Deed, unless expressly determined otherwise by the Stock Exchange or by the Stock Exchange Clearing House.

The terms of the BONDS (the terms registered on the reverse side) are an integral part of the provisions of the Trust Deed and the provisions of the Trust Deed shall be viewed as if they were expressly included in these BOND terms. In any case of contradiction between what is stated in the BOND and what is stated in the Trust Deed, the provisions of the Trust Deed shall prevail. In any case of inconsistency between what is stated in the BOND and what is stated in Chapter 2 of the Prospectus in relation to a specific subject, what is stated in the BOND shall prevail in relation to that subject, subject to the TASE Regulations and its directives.

2. **The BONDS**

2.1. The Company intends to issue, according to a shelf offering report, registered BONDS (Series 11) with a 1 NIS par value each (hereinafter: "**The BONDS (Series 11)**"). The BONDS (Series 11) shall be due for repayment (principal) in ten (10) equal installments, each of 10% of the par value of the BONDS principal (linked to the Consumer Price Index), all as detailed in sections 3 to 5 below.

2.2. **Series Expansion**

Regarding series expansion, see section 3.2 of the Trust Deed.

2.3. **Issuance of additional securities**

Regarding the issuance of additional securities, see section 3.2 of the Trust Deed.

2.4. **Collateral**

Regarding collateral that may be imposed on the BONDS in this certificate after their initial issuance, see section 5.3 of the Trust Deed.

3. **The Principal**

3.1. **Principal of the BONDS (Series 11)**

3.1.1.

The Company intends to issue, according to a shelf offering report, registered BONDS (Series 11) with a 1 NIS par value each (hereinafter: "**The BONDS (Series 11)**"). The BONDS (Series 11) shall be due for repayment (principal) in ten (10) equal installments, each of 10% of the par value of the BONDS principal, which shall be paid once a year on June 30 of each of the years 2042 to 2051, in such a manner that the first payment of the principal shall be paid on June 30, 2042, and the last payment of the principal shall be paid on June 30, 2051, and each shall constitute 10% of the par value rate of the principal, for a total of 100% of the par value rate of the principal.

3.1.2. Linkage to the Index

The principal of the BONDS (Series 11) and the interest thereon shall be linked to the Consumer Price Index based on the Basic Index as follows: If it appears on any payment date that the index known on the date of payment of interest and/or principal (hereinafter: "**The Payment Index**") has risen compared to the Basic Index, the Company shall pay the principal and/or interest payment increased proportionally to the rate of increase of the Payment Index compared to the Basic Index. Protection shall apply to the BONDS, such that if the Payment Index is lower than the Basic Index, the Payment Index shall be the Basic Index. The linkage method is not subject to change during the period of the BONDS (Series 11).

3.1.3. According to what is stated in the TASE Regulations and directives, the linkage method of the principal and/or interest shall not change during the period of the BONDS.

4. The Interest

4.1. The BONDS (Series 11) shall bear annual interest at a fixed rate to be determined in the tender on the interest rate, which shall not exceed a maximum interest rate as shall be determined in the offering report. The interest on the outstanding balance, as it shall be from time to time, of the principal of the BONDS (Series 11) shall be paid starting from December 2026, twice a year on June 30 of each of the years 2027 through 2051 and on December 30 of each of the years 2026 through 2050, in such a manner that the first payment of interest shall be paid on December 30, 2026 and the last payment shall be paid on June 30, 2051.

4.2. The interest rate for the first interest period of the BONDS and the annual interest rate based on which it is determined and the settlement date, will be detailed in the report to be published by the Company regarding the results of the tender for the BONDS.

4.3. The interest rate to be paid on each interest payment date shall be calculated based on the annual interest rate divided by two. The Company shall detail in the issuance results report the annual interest rate as well as the semi-annual interest rate.

4.4.

The interest in respect of the BONDS (Series 11) shall be paid in bi-annual installments for the interest period that ended on the payment date (hereinafter: "**The Interest Period**"). The first interest period of the BONDS shall begin one trading day after the tender day (settlement date) which will be detailed in the first offering report and shall end on the first payment date of the interest. Each additional interest period of the BONDS (Series 11) shall begin on the first day after the end of the interest period immediately preceding it, and shall end at the conclusion of the Interest Period (i.e., on the payment date immediately following its start date). The interest for the first interest period shall be calculated according to the number of days in this period on a basis of 365 days a year.

4.5. The last payment of interest on the outstanding balance of the principal of the BONDS (Series 11) shall be paid together with the last payment on account of the principal of the BONDS (Series 11), against the delivery of the BOND certificates of the same series to the Company.

4.6. Late interest: Any payment on account of principal and/or interest and/or linkage differences (as applicable), which is paid with a delay exceeding seven (7) business days from the date set for its payment according to the terms of the BONDS, due to reasons dependent on the Company, shall bear late interest starting from the date set for its payment.

until the date of its actual payment. In this regard, "late interest" means an addition of interest of 3.5% on an annual basis beyond the interest borne by the BONDS on the relevant date, calculated pro rata for the period from the date set for payment until the actual date of payment. In the event that late interest is paid, the Company shall publish an immediate report at least 2 trading days before such payment, in which it will announce the rate of the late interest and the interest rate to be paid including the interest rate borne by the BONDS plus the late interest and the date of payment of the total interest for that period.

5. <u>The Principal and Interest Payments of the BONDS</u>

5.1. The payments on account of the principal of the BONDS (Series 11) shall be paid to the persons whose names are registered in the register of BONDS (Series 11) on June 24 for the principal payments paid on June 30 each year. The payments on account of the interest shall be paid to the persons whose names are registered in the register of BONDS (Series 11) on June 24 and December 24, for the interest payments paid on June 30 and December 30, respectively (hereinafter: "The Record Date"). The payments on account of the principal and interest shall be paid to the persons whose names are registered in the register of BONDS (Series 11) on the Record Date, except for the last payment of principal and interest which will be made by the Company on June 30, 2051, against the delivery of the BOND (Series 11) certificates to the Company on the payment date, at the registered office of the Company or any other place about which the Company shall announce. The Company's announcement regarding said payment shall be delivered no later than five (5) business days before the last payment date.

It is clarified that whoever is not registered in the register of BOND holders (Series 11) on the Record Date shall not be entitled to interest payment for the interest period that began before that date.

5.2. In any case where the maturity date for payment on account of principal and/or interest falls on a day that is not a business day, the payment date shall be postponed to the first business day following it without additional payment, and the Record Date for determining eligibility for redemption or interest shall not change as a result.

5.3. Payment of principal and interest shall be made subject to the linkage terms as stated in sections 3-4 above.

5.4. Payment to those entitled shall be made by checks or by bank transfer to the credit of the bank account of the persons whose names are registered in the register of BOND holders (Series 11) and which shall be specified in the details to be submitted in writing to the Company in due time, in accordance with what is stated in section 26 of the Trust Deed and 5.5 below. If the Company is unable to pay any amount to those entitled to it for a reason beyond its control, the provisions of sections 13.3 - 13.8 of the Trust Deed shall apply.

5.5. A holder of BONDS (Series 11) shall notify the Company of the bank account details for credit with payments to that holder according to the BONDS of the same series as stated above, or of a change in said account details or address, as applicable, by a written notice to be sent by registered mail to the Company. The Company shall be obligated to act according to the holder's notice regarding such a change after 15 business days have passed from the day the holder's notice reached the Company.

5.6. If a BOND holder entitled to payment as stated above has not submitted bank account details to the Company in due time, every payment on account of principal and interest shall be made by a check to be sent by registered mail to their last address registered in the register for the series of BONDS. Sending a check to an entitled person by registered mail as stated

Shall be considered for all intents and purposes as payment of the amount stated therein on the date of its mailing, provided it is properly cashed upon arrival.

5.7. From any payment regarding the BONDS (Series 11'), any mandatory payment as required by law shall be deducted.

6. <u>Avoidance of payment for reasons beyond the company's control</u>

Regarding avoidance of payment for reasons beyond the company's control, see sections 13.3-13.8 of the Trust Deed.

7. <u>Transfer of the BONDS</u>

7.1. The BONDS are transferable regarding any par value amount provided it is in whole Israeli Shekels. Any transfer of the BONDS (by a registered holder) shall be made by a transfer deed in the customary form for share transfer, properly signed by the registered owner or their legal representatives, and by the transferee or their legal representatives, which shall be delivered to the company at its registered office along with the BOND certificates transferred thereunder, and any other reasonable proof required by the company to prove the transferor's right to transfer them.

7.2. Subject to the above, procedural provisions included in the company's articles of association regarding share transfer as detailed in section 10 shall apply, with the necessary changes as applicable, regarding the manner of transfer and endorsement of the BONDS.

7.3. If any mandatory payment applies, including taxes and other levies on the transfer deed of the BONDS, reasonable proof of payment shall be provided to the company by the transfer applicant.

7.4. In the event of a transfer of only part of the stated principal amount of the BONDS in this certificate, the BOND shall first be split according to the provisions of section 8 below into a number of BOND certificates as required (up to a reasonable quantity as determined by the company), such that the total of the stated principal amounts therein shall equal the stated principal amount of the said BOND certificate.

7.5. After all these conditions are met, the transfer shall be recorded in the register, and the company shall be entitled to demand that a note regarding said transfer be recorded on the transferred BOND certificate delivered to the transferee or that a new BOND certificate be issued in its place, and all the conditions detailed in the Trust Deed and the transferred BOND certificate shall apply to the transferee, such that wherever "holder" is mentioned, it shall be seen as if "transferee" is mentioned, and they shall be considered a holder for the purposes of the Trust Deed for the series of BONDS.

7.6. All expenses and commissions involved in the transfer shall be borne by the transfer applicant.

8. <u>Splitting of the BOND certificate</u>

Regarding the splitting of a BOND certificate, see section 27 of the Trust Deed.

9. <u>Early redemption of the BONDS (Series 11')</u>

9.1. <u>Early redemption at the initiative of the TASE</u>

In the event that it is decided by the TASE to delist from trading therein the BONDS that have not yet been repaid because the value of the BOND series (Series 11') decreased below the amount set in the TASE guidelines regarding delisting of BONDS from trading, the company shall perform early redemption, the company shall act as follows:

(a) Within 45 days of the TASE board's decision regarding delisting, the company shall announce an early redemption date on which the BOND holder is entitled to redeem them. The announcement of the early redemption date shall be published in an immediate report sent to the Authority and the TASE and in two widely circulated daily newspapers in Israel in the Hebrew language and delivered in writing to all registered BOND holders.

(b) The early redemption date shall occur no earlier than 17 days from the date of publication of the announcement and no later than 45 days from said date, but not in the period between the record date for interest payment and the date of its actual payment.

(c) On the early redemption date, the company shall redeem the BONDS that the holders thereof requested to redeem. The redemption proceeds shall be calculated according to the provisions of section 9.2(f) below, where for this purpose the market value of the BONDS and the sampling period as stated in section 9.2(f) below shall be determined relative to the date of the TASE decision regarding the performance of early redemption (instead of the date of the company's board decision regarding the performance of early redemption at the company's initiative).

(d) Determining an early redemption date as stated above does not harm the redemption rights stipulated in the BONDS of any of the BOND holders who do not redeem them on the early redemption date as stated above, but the BONDS (Series 11') as stated shall be delisted from trading on the TASE and the tax implications resulting therefrom shall apply to them.

(e) Early redemption of the BONDS as stated above shall not grant the person who held the BONDS to be redeemed as stated the right to payment of principal or interest for the period after the redemption date.

9.2. Early redemption at the initiative of the company

The company shall be entitled, at its sole discretion, to perform early redemption (partial or full) of the BONDS (Series 11'), at any time, but not before at least 60 days have passed from the date of their listing for trading on the TASE and in such case the following provisions shall apply, all subject to the guidelines of the Securities Authority and the TASE Regulations and instructions thereunder, as they will be at the relevant time:

(a) The frequency of early redemptions shall not exceed one redemption per quarter.

(b) If an early redemption is set for a quarter in which an interest payment date, or a partial redemption payment date, or a final redemption payment date is also set, the early redemption shall be performed on the date set for said payment.

For this purpose, "quarter" means each of the following periods: January–March, April–June, July–September, October–December.

(c) The minimum scope of any early redemption shall not be less than 1 million NIS. Notwithstanding the above, the company may perform early redemption in a scope lower than 1 million NIS provided that the frequency of such redemptions does not exceed one redemption per year.

(d) Any amount repaid in early redemption by the company shall be repaid relative to all BOND holders, pro-rata according to the par value of the BONDS held.

(e) Upon making a decision by the company's board regarding early redemption as stated above, the company shall publish an immediate report on this and shall also send a copy of the immediate report to the trustee, no less than 17 days and no more than 45 days before the early redemption date.

(f) The early redemption date shall not fall in the period between the record date for interest payment regarding the BONDS and the date of actual interest payment. In the immediate report as stated, the company shall publish the principal amount to be repaid in early redemption as well as the interest accrued for said principal amount until the early redemption date, as stated below. In a partial early redemption, the company shall pay the BOND holders the interest accrued for the part redeemed in the partial redemption and not for the entire outstanding balance.

(g) No partial early redemption shall be made for part of the BOND series if the final redemption amount is less than 3.2 million NIS.

(h) In a partial early redemption, if any, the company shall announce in an immediate report: (1) the partial redemption rate in terms of the outstanding balance; (2) the partial redemption rate in terms of the original series; (3) the interest rate in the partial redemption on the redeemed part; (4) the interest rate to be paid in the partial redemption, calculated relative to the outstanding balance; (5) update of the remaining partial redemption rates, in terms of the original series; (6) the record date for entitlement to receive the early redemption of the BOND principal which shall be six (6) days before the date set for the early redemption.

(i) Before performing an early redemption as stated in this section, a confirmation signed by a senior officer in the company shall be transferred by the company to the trustee, confirming its compliance (or non-compliance) with the financial covenants set in section 5.5 of the Trust Deed.

(j) The amount to be paid to BOND holders (Series 11') in the event of early redemption shall be the higher of the following: (1) Market Value of the BONDS outstanding for early redemption, which shall be determined according to the average closing price of the BONDS in the thirty (30) trading days preceding the date of the board's decision regarding the performance of early redemption (hereinafter: **"Market Value of the BONDS"** and **"Sampling Period"**, respectively), and in the event that early redemption is performed on the date set for interest payment, an amount equal to the interest amount (only) paid on that date regarding the same BOND shall be deducted from the said average closing price; (2) The liability value of the BONDS outstanding for early redemption, namely: principal plus interest and linkage differences (if any), until the actual early redemption date; (3) The remaining cash flow of the BONDS outstanding for early redemption (principal plus interest) when discounted according to the Government Bond Yield (as defined below) plus an annual interest rate of 0.8%. The discounting of the BONDS (Series 11') outstanding for early redemption shall be calculated starting from the early redemption date until the final repayment date set relative to the BONDS (Series 11') outstanding for early redemption.

For this purpose: **"Government Bond Yield"** means, the average (gross) yield to maturity, in a period of seven business days, ending two business days before the date of the announcement of the early redemption, of two series of linked government bonds, whose average duration is the closest to the average duration of the BONDS (Series 11') at the relevant time. Meaning one series with the closest duration higher than the duration of the BONDS (Series 11') at the relevant time, and one series with the closest duration lower than the duration of the BONDS (Series 11') at the relevant time, and whose weighting shall reflect the duration of the BONDS at the relevant time.

Example: If the duration of Government Bond A is 4 years, the duration of Government Bond B is 2 years and the duration of the remaining principal is 3.5 years, the yield shall be calculated as follows:

$$4x + 2(1-x) = 3.5$$

X = weight of the yield of Government Bond A.

1-X = weight of the yield of Government Bond B.

According to the above calculation, the annual yield of Government Bond A shall be weighted at seventy-five percent (75%) of the "Yield" and the annual yield of Government Bond B shall be weighted at twenty-five percent (25%) of the "Yield".

"Duration" - Average life.

If alternative (1) or (3) above is chosen, the difference between the value according to the alternative chosen as stated and the liability value shall be paid as interest on the redeemed part only.

In the event that there is no government bond series in circulation with a duration lower than the duration of the BONDS (Series 11'), then the Government Bond Yield shall be calculated based on the average yield of two government bond series with characteristics as detailed in the definition of the term "Government Bond Yield" above and whose average duration is closest to the average duration of the BONDS (Series 11') at the relevant time.

10. <u>Purchase of BONDS by the company and/or by a related holder</u>

Regarding this, see section 4 of the Trust Deed.

11. <u>Distribution restrictions</u>

It is clarified that no restriction applies to the company, by virtue of the Trust Deed or the BONDS (Series 11'), regarding distribution (as the term is defined in the Companies Law, including regarding self-purchase) except as detailed in section 5.6 of the Trust Deed. For details about restrictions applicable to the company regarding dividend distribution not by virtue of the Trust Deed, see section 3.3 of the Trust Deed.

12. <u>General provisions</u>

12.1. The principal and interest amount are payable and transferable regardless of any equitable rights or any right of offset or counterclaim existing or that will exist between the company and a previous holder, including the original holder of the BONDS.

12.2. Anyone who becomes entitled to the BONDS as a result of bankruptcy or as a result of liquidation proceedings of a BOND holder shall have the right, upon bringing such evidence as the company may require from time to time at a time, to be registered in the register as the holder of the BONDS, or subject to the conditions detailed above in this certificate, to transfer them.

12.3. The holders of the BONDS shall be entitled to exercise their rights under the BONDS and the Trust Deed through the Trustee or according to a resolution of the general meeting of the BOND holders in the manners detailed in the BOND and the Trust Deed.

12.4. The provisions of the Trust Deed, including the right to call the BONDS for immediate repayment, detailed in Section 8 of the Trust Deed, shall be considered an integral part of this BOND.

13. Changes to the terms of the BONDS and the Trust Deed

Regarding this matter, see Section 25 of the Trust Deed.

14. General Meetings of the BOND holders

The general meetings of the BOND holders shall convene and be conducted in accordance with what is stated in the Second Appendix to the Trust Deed.

15. Receipts as Evidence

Regarding this matter, see Section 14 of the Trust Deed.

16. Replacement of the BOND Certificate

In case the BOND certificate becomes worn, lost, or destroyed, the Company shall be entitled to issue a new certificate of the BONDS in its place, under the same conditions of the BONDS (Series 11') and subject to proof, indemnity, and coverage of reasonable expenses incurred by the Company for clarifying the ownership rights in the BONDS, as the Company deems fit, provided that in case of wear and tear, the worn BOND certificate shall be returned to the Company before the new certificate is issued. Taxes, levies, and other expenses involved in issuing the new certificate, as applicable, shall apply to the applicant of said certificate.

17. Notices

Regarding this matter, see Section 24 of the Trust Deed.

Second Appendix to the Trust Deed

Subject to the provisions of the Securities Law, the convening of a meeting of the BOND holders, the manner of its management, and various conditions regarding it, shall be as follows:

Convening a Meeting

1.

The Trustee shall convene, no later than fourteen (14) days from the date of submission of the second annual report on trust matters (according to Section 19.1 of the Trust Deed) a holders' meeting, for each series of BONDS separately. The meeting shall be convened no later than sixty (60) days from the date of submission of said report. On the agenda of said meeting shall be included the appointment of the Trustee for a period to be determined, a discussion on the annual report on trust matters, and any other topic determined for the agenda as stated in Section 35L2 of the Securities Law.

2. The Trustee shall convene a meeting of BOND holders if he sees a need for it or at the request of the Company, and shall be obligated to convene such a meeting at the request of a holder of the BONDS, one or more, who holds at least five percent (5%) of the outstanding balance of the par value of the BONDS principal in circulation (hereinafter: "the Holder" or "the Holders"). In case the applicants for convening the meeting are holders, the Trustee shall be entitled to demand from the applicants indemnity for the reasonable expenses involved. Nothing in the provisions of this section shall prejudice the provisions of Section 8.2.1 of the Trust Deed and the Trustee's obligation thereunder.

3. In case the applicants for convening the meeting are BOND holders, the Trustee shall be entitled to demand from the applicants indemnity, including in advance, for the reasonable expenses involved.

4. A Trustee required to convene a holders' meeting according to the provisions of Section 2 shall convene it within 21 days from the day the demand to convene it was submitted to him, for a date to be determined in the invitation, provided that the convening date shall not be earlier than seven days and not later than 21 days from the date of the notice; however, the Trustee is entitled to move the meeting's convening forward, to at least one day after the date of the notice, if he believes that this is necessary for the protection of the holders' rights and subject to the provisions of Section 21 below; if he does so, the Trustee shall explain the reasons for moving the convening date forward in the report regarding the meeting's notice.

5. The Trustee is entitled, at his reasonable discretion, to change the convening date of a meeting called by him and also at the request of the Company, in a case where the meeting was called by the Company.

6. In case the Trustee convened the meeting of BOND holders not at the request of the BOND holders, the Trustee may determine that the meeting will take place via electronic means.

7. If the Trustee did not convene a holders' meeting, per a holder's request, within the time frame stated in Section 4 above, the holder is entitled to convene the meeting, provided that the convening date shall be within 14 days from the end of the period for the convening of the meeting by the Trustee, and the Trustee shall bear the expenses incurred by the holder in connection with the convening of the meeting.

8. If a holders' meeting as stated in Section 1 or 2 above did not take place, the Court may, at the request of a holder, order its convening.

9. If the Court ordered as stated in Section 8 above, the Trustee shall bear reasonable expenses incurred by the applicant in the court proceeding, as determined by the Court.

10. The Company is entitled to convene, at any time, a meeting of the BOND holders in coordination with the Trustee. If the Company invites such a meeting, it must immediately send the Trustee a written notice regarding the place, day, and hour it will take place

and the matters to be brought for discussion therein, and the Trustee or a representative on his behalf shall be entitled to participate in such a meeting without having a voting right. Such a meeting shall be convened for a date to be determined in the invitation, provided that the convening date shall not be earlier than seven days and not later than 21 days from the date of the notice.

11. Where it is not practically possible to convene a holders' meeting or manage it in the manner determined for it in the Trust Deed or in the law, the Court may, at the request of the Company, a BOND holder entitled to vote at the meeting, or the Trustee, order that a meeting be convened and managed in a way determined by the Court, and it is entitled to give supplementary instructions for this purpose as it deems fit.

Defects in Convening

12. The Court may, at the request of a holder, order the cancellation of a resolution adopted at a holders' meeting that convened or was managed without the conditions set for it by law or by this deed being met.

13. If the defect in convening concerned the notice regarding the place of the meeting's convening or its date, a holder who arrived at the meeting shall not be entitled, despite the defect, to demand the cancellation of the resolution.

Notice of Convening a Meeting

14. Notice of a holders' meeting shall be published according to the provisions of Chapter G'1 of the Law ("Electronic Reporting") and shall be delivered to the Company by the Trustee before the report and in accordance with what is stated in the regulations.

15. The notice of convening shall include the agenda, the proposed resolutions, as well as arrangements regarding voting in writing according to the provisions of Sections 28 and 30 below.

Agenda of the Meeting

16. The Trustee shall determine the agenda of a holders' meeting, and shall include therein topics for which its convening was required according to Sections 1 and 2 above, as well as a topic requested as stated in Section 18 at the request of a holder.

17. Insofar as a meeting is invited as stated in Section 10 above, the Company shall determine the agenda for the meeting.

18. A holder, one or more, who has at least five percent (5%) of the balance of the par value of a series of BONDS, is entitled to request the Trustee to include a topic on the agenda of a holders' meeting that will convene in the future, provided the topic is suitable to be discussed at such a meeting.

19. Resolutions at a holders' meeting shall be adopted only on topics specified in the agenda.

Place of Meeting Convening

20. A holders' meeting shall be held in Israel at the Company's offices or at another place of which the Trustee or the Company shall give notice. The Trustee may change the address of the meeting's convening. The Company shall bear the costs of convening the meeting at an address that is not its office.

The Record Date for Ownership of BONDS

21. Holders entitled to participate and vote in the holders' meeting are holders of BONDS on the date to be determined in the resolution to convene a holders' meeting, provided that this date shall not exceed three days before the convening date of the holders' meeting and shall not be less than one day before the convening date.

Chairman of the Meeting

22. In every holders' meeting, the Trustee or someone he appointed shall serve as the chairman of that meeting.

23. The Trustee shall prepare protocols of the meeting of BOND holders, and shall keep them in his registered office for a period of seven (7) years from the date of the meeting. The protocol of the meeting may be by way of recording. A protocol, insofar as it is prepared in writing, shall be signed by the chairman of the meeting. Every protocol signed by the chairman of the meeting constitutes prima facie evidence of its contents. The register of protocols shall be kept in the registered office of the Trustee, and shall be open for inspection by the holders and the Company during working hours and by prior coordination, and a copy thereof shall be sent to any holder who requests it.

24. The declaration of the chairman of the meeting that a resolution at a holders' meeting was adopted or rejected, whether unanimously or by a certain majority, shall be prima facie evidence of its contents.

Quorum; Adjourned or Continued Meeting

25. The meeting of BOND holders shall be opened by the Chairman of the meeting after determining that the quorum required for any of the items on the agenda of the meeting exists, as follows:

25.1. The quorum required for holding a meeting of BOND holders shall be the presence of at least two BOND holders, present in person or by their proxy, who have at least twenty-five percent (25%) of the voting rights in circulation, within half an hour from the time set for the opening of the meeting, unless another requirement is determined by law.

25.2. If a quorum was not present at a holders' meeting at the end of half an hour from the time set for the start of the meeting, the meeting shall be adjourned to another date not earlier than two business days after the date set for the original meeting or one business day, if the Trustee believed that this was necessary for the protection of the holders' rights; if the meeting was adjourned, the Trustee shall explain the reasons for it in the report regarding the meeting's notice.

25.3.

If a quorum was not present at the adjourned holders' meeting as stated in Section 25.2 above, after half an hour from the time set for it, the meeting shall take place with any number of participants, unless another requirement is determined by law.

25.4. Notwithstanding what is stated in Section 25.3 above, if the holders' meeting was convened upon the request of holders as stated in Section 2 above, the adjourned holders' meeting shall take place only if BOND holders were present in it at least in the number required for convening a meeting as stated in that section (i.e., at least five percent (5%) of the balance of the par value of the BONDS in circulation).

26. According to a decision of the Trustee or a resolution by a simple majority of the voters at a holders' meeting where a quorum was present, the continuation of the original meeting shall be adjourned from time to time, the discussion or the adoption of a resolution on a topic specified in the agenda, to another time and place as the Trustee or said meeting shall decide (hereinafter: "**Adjourned Meeting**"). In an Adjourned Meeting, only matters that were on the agenda and for which no decision was made shall be discussed.

If a BONDS meeting was adjourned without changing its agenda, invitations for the new date of the Adjourned Meeting shall be given as early as possible, and no later than 12 hours before the Adjourned Meeting; said invitations shall be given according to sections 14 and 15 above.

Participation and Voting

27. The Trustee, at its reasonable discretion and subject to the provisions of any law, shall be entitled to split the meeting into class meetings and determine who shall be entitled to participate in each type of meeting.

28. A holder of BONDS is entitled to vote at a meeting of holders, in person or by proxy, and also by a ballot in which they specify the manner of their vote, and according to the provisions of section 30 below.

29. A decision at the meeting of holders shall be made by a vote count.

30. A ballot shall be sent by the Trustee to all BONDS holders; a BONDS holder is entitled to specify their voting manner in the ballot and send it to the Trustee.

A ballot in which a holder specifies their voting manner, which reached the Trustee by the final date set for it, shall be considered presence at the meeting for the purpose of maintaining a quorum as stated in section 25 above.

A ballot received by the Trustee as stated above regarding a specific matter for which no vote was held at the meeting of holders shall be considered an abstention in the vote at that meeting regarding a decision to hold an adjourned BONDS meeting according to the provision of section 26 above, and it shall be counted in the adjourned BONDS meeting to be held according to the provisions of sections 26 or 25.3 and 25.4 above.

31. Each 1 NIS par value of the BONDS represented in the vote shall grant one vote. In the case of joint holders of BONDS, only the vote of the one who is registered first among them in the register shall be accepted.

32. A BONDS holder is entitled to vote for part of the BONDS in their possession, including voting for some in favor of a proposed resolution and for another part against it and for another part to abstain, all at their discretion.

33. A BONDS holder who is a controlling shareholder in the company, a family member thereof, or a corporation controlled by either of them, shall not be taken into account for the purpose of determining the quorum at a BONDS meeting, and their votes shall not be counted in the vote count at such a meeting.

Decisions

34. Decisions of a BONDS meeting shall be made by a simple majority vote, unless another majority is determined by law or in the Trust Deed.

35. In the number of votes participating in the vote, abstaining votes shall not be counted.

36. A proposed resolution on a matter for which it is not determined below that it will be decided by a specific majority, shall be decided by an ordinary decision.

37.

The following matters shall be accepted at the meeting of BONDS holders by a majority that is not a simple majority. These matters are:

37.1. Change including addition and/or amendment to the provisions of the BONDS and the Trust Deed as stated in section 25 of this Deed.

37.2. Any other matter for which it is determined in the Trust Deed that it is subject to a decision by a majority that is not a simple majority.

37.3. A decision on replacing a Trustee shall be made by a majority of at least fifty percent (50%) of the outstanding balance of the BONDS in circulation.

Voting and actions by proxy/attorney

38. An appointment letter appointing a proxy shall be in writing and signed by the appointer or by their attorney who has the authorization to do so in writing properly. If the appointer is a corporation, the appointment shall be made in writing and signed with the corporation's seal, along with the signature of the corporation's authorized signatories.

39. An appointment letter for a proxy shall be prepared in any form that is acceptable to the Trustee.

40. A proxy does not need to be a BONDS holder themselves.

41. The appointment letter and power of attorney and any other certificate based on which the appointment letter was signed or a certified copy of such power of attorney shall be submitted to the Trustee until the time of the meeting's assembly unless otherwise determined in the notice convening the meeting.

42. The Trustee shall participate in the meeting through its employees, its officers, its functionaries, or another person appointed by it, but shall not have voting rights.

43. The Company and any other person except the Trustee shall be prevented from participating in the meeting of BONDS holders or any part of it, according to the Trustee's decision or according to an ordinary decision of the BONDS holders. Notwithstanding the provisions of this section 43, the Company may participate at the opening of a meeting to express its position in connection with any matter on the meeting's agenda and/or present a specific topic (as the case may be).

Appeal to BONDS holders

44. The Trustee, as well as a holder, one or more, who has at least five percent (5%) of the par value of the outstanding balance of the BONDS in circulation of the same series, through the Trustee, may appeal in writing to the holders to convince them regarding the manner of their vote on a matter from the topics discussed at that meeting (hereinafter: "Position Statement").

45.

If a BONDS meeting was convened according to section 2 above, a holder may appeal to the Trustee and request to publish, according to the provisions of Chapter G'1 of the Law, a position statement on their behalf to the other BONDS holders.

46. The Trustee or the Company may send a position statement to the BONDS holders in response to a position statement sent as stated in sections 44 and 45 above, or in response to another appeal to the BONDS holders.

Examination of Conflicts of Interest

47. In the voter count, the votes of BONDS holders who are a holder included in the scope of section 35L5 of the Securities Law shall not be taken into account and these BONDS shall not grant such person a right to vote in the general meetings of the BONDS holders as long as they are held by the person as stated.

48. Except for what is stated in section 47 above, the Trustee shall count in the vote count the votes of all voters except the votes of BONDS holders who specify in the ballot that their vote should not be considered due to a conflict of interest of those holders, without the Trustee independently examining their personal interest.

Convening a BONDS meeting for consultation

49. Nothing in the provisions of sections 2, 4, 7, 16, 18, and 19 above shall detract from the Trustee's authority to convene a BONDS meeting if it sees a need for consultation with them; the summons to such a meeting shall not specify topics for its agenda, and its assembly date shall be at least one day after the summons date.

At such a meeting, no voting shall be held, no decisions shall be made, and the provisions of sections 2, 4, 7, 16, 18, 19, 28, 30, 8, 9, 15, 26, 25, 45, and 21 and as provided in the law shall not apply to it.

Confidentiality Letter

_________ in _________

To

Azrieli Group Ltd.

Dear Sir/Madam,

Re: Commitment to Confidentiality

1. In the framework of or in connection with the performance of my role as - to the BONDS holders (Series 11) of Azrieli Group Ltd. (hereinafter: the "Company") (hereinafter: the "Work"), I may receive or be exposed to information that is not public domain, including, but without derogating, information, data or professional, technical, financial, technological, commercial or other knowledge directly and/or indirectly related to the Company, to subsidiaries or affiliates of the Company (as these terms are defined in the Securities Law, 1968 (hereinafter: the "Securities Law")), to corporations in the Company's group, and/or to interested parties in the Company (hereinafter collectively: the "Group"), procedures and/or methods of work and/or activity of the Group, as well as commercial and business information of any other type that is not public domain (hereinafter collectively: "Confidential Information"). Notwithstanding the foregoing, the term "Confidential Information" shall not include such information as stated above that I can prove that: (1) is public domain (including information published to the public by you or by interested parties in you) or will become public domain not due to a breach of the provisions of this commitment letter; or - (2) was known to us prior to its disclosure by the Company and we can provide reasonable proof of this; or - (3) was delivered to us by a third party, provided that at the time of receiving the information as stated it was not known to us, after we asked its provider, that the disclosure of the information by that third party constitutes a breach of a fiduciary duty that third party owes to the Company.

2. I am aware that I am prohibited from disclosing the Confidential Information to any person and I shall not be entitled to use the Confidential Information for any purpose, except for the Work.

   Notwithstanding the above, I shall be entitled to (a) deliver conclusions and assessments based on the Confidential Information to the BONDS holders (Series 11) of the Company (including presenting them at BONDS meetings for the purpose of making a decision regarding their rights) provided that the reliance on such information is minimized to the minimum extent and scope required to meet the requirements of the law and that I have given notice to the Company regarding this a reasonable time in advance, in order to allow the Company reasonable time to turn to the courts and prevent the transfer of the conclusions and assessments as stated; (b) deliver conclusions and assessments based on the Confidential Information to the BONDS holders' representative office duly appointed by the BONDS holders, provided that all members of the representative office (if any) have signed a confidentiality commitment to the Company, in the version of this confidentiality letter, as well as a declaration regarding the absence of conflict of interest or absence of competition with the Company, and to allow such BONDS holders' representative office to review the Confidential Information in our offices, subject to the signing of a confidentiality letter in the said version by all members of the representative office, and this subject to the provisions of section 17.2 of the Trust Deed. It is clarified that if all members of the BONDS holders' representative office sign such a confidentiality commitment, the delivery of the Confidential Information to their attorneys, their employees, including the board of directors members and including members of investment committees and credit committees, is permitted without them signing additional confidentiality letters, subject to the commitment of the BONDS holders' representative office that all these entities and everyone acting on their behalf, including subcontractors acting on their behalf, shall also fulfill the commitments detailed in this document; (c) to disclose Confidential Information, to the extent that I am required to do so by law or by the demand of a competent authority by law and/or by a judicial order, provided that the disclosure is minimized to the minimum extent and scope required to meet the requirements of the law and I will coordinate with you in advance, as much as possible and permitted, the content and timing of the disclosure to allow you reasonable time to defend against such a demand.

3. In addition to the permitted delivery of Confidential Information as stated in section 2 and without derogating from what is stated there, disclosure of Confidential Information will be done by me only to my employees and/or authorized representatives on my behalf, including my professional advisors (hereinafter:)

"Authorized Recipient") on a "need to know basis". I am aware that disclosure or use of confidential information by an Authorized Recipient not in accordance with the provisions of this letter shall be treated as disclosure or use by me, and I will take all necessary measures to ensure the confidentiality of the confidential information is maintained. This undertaking of mine shall not apply to an Authorized Recipient who signs a confidentiality undertaking similar in all material respects to the undertakings detailed in this document.

4. I am aware that disclosure of the confidential information to any person or entity may be contrary to the securities laws in Israel. I am aware that due to my exposure to the confidential information, various restrictions may apply to me if inside information comes to me as defined in the securities laws in Israel, and I am taking and will take all reasonable measures to ensure that there will be no prohibited use of inside information in connection with the confidential information.

5. All documents provided to me by you or that come into my possession as a result of and/or in connection with my engagement with you and which are related, directly or indirectly, to the Group and/or its activities (including any copy or processing thereof), (hereinafter together: the "Documents") shall belong to you at all times and shall be considered your property for any purpose, and they will be returned to you by me upon your request immediately upon completion of the work, except for information which will be kept by me in accordance with the provisions of any law, including instructions from a competent authority, or in accordance with internal procedures, as required for the purpose of documenting work processes. For the purpose of this undertaking, the term "Documents" shall be interpreted as including any means of information storage whatsoever, including, but without derogating from the generality of the above, physical, mechanical, magnetic, electronic, optical, and/or electro-optical means.

6. My undertakings under this letter shall remain in effect even after the completion of the work for any reason whatsoever and until the confidential information becomes public (not due to a breach of the undertaking under this letter, if any). My undertakings under this confidentiality letter are irrevocable and cannot be cancelled and they come in addition to, and not instead of, any obligation imposed on me by virtue of law and/or any other agreement. The signing of this undertaking by me does not grant me a right to perform the work, and the terms of work will be regulated in separate documents between us.

7. I will keep the information in absolute confidentiality, at least with the same level of care with which I keep my own confidential information, and I will take no less than a reasonable level of care for this purpose.

8. It is clarified that subject to the provisions of the Securities Law, nothing in this undertaking shall obligate the company to disclose any information, and any disclosure and delivery to us shall be at the absolute discretion of the company.

9. My undertakings in this document are towards each and every one of the corporations in the Group whose confidential information is delivered to me.

10. If it is determined by any instance or authority that any of the undertakings in this document is invalid - the undertaking shall be reduced to the extent permitted by law at that time, and such determination shall not prejudice the remaining undertakings and rights under this document.

Sincerely,

Full Name	ID Number	Signature

Appendix B – Defense Mechanisms in the Trust Deed (Series 11)

It is clarified that the following disclosure describes in summary and in general terms only some of the terms of the Trust Deed. It is emphasized that the following description is not exhaustive, does not include all the relevant provisions regarding the topics mentioned in it, and does not replace in any aspect a full reading of the Trust Deed and other issuance documents. The terms detailed below shall have the meaning given to them within the framework of the Trust Deed.

In any case of contradiction between the provisions of the Trust Deed and the provisions described in the Shelf Offering Report as well as in this appendix below regarding the deed and/or the BONDS (Series 11), the provisions of the Trust Deed shall prevail. As of the date of the Shelf Offering Report, there is no contradiction between the provisions regarding the BONDS described in the Shelf Offering Report and the provisions of the Trust Deed.

Contractual Covenants and Collateral:

	Exists (Clause in Deed) / Does Not Exist	Brief Description	Cause for Immediate Repayment
The commitment certificates are secured by collateral or other fixed charges	Does not exist	-	-
The commitment certificates are secured by a floating charge	Does not exist	-	-

	Exists (Clause in Deed) / Does Not Exist	Brief Description	Cause for Immediate Repayment
Commitment not to create charges (Negative Pledge)	See Section 5.2 of the Trust Deed	The company undertakes that as long as the BONDS (Series 11) have not been fully repaid, the company will not charge or mortgage with a floating (current) charge all the assets and rights of the company, present or future, to secure any debt or obligation to any party without at least one of the following conditions being met: (1) The company shall receive in advance the consent of the BONDS (Series 11) holders, in a resolution permitting the company to create the floating charge in favor of the third party. Such resolution shall be adopted as a special resolution at a holders' meeting, or alternatively – (2) The company shall create in favor of the BONDS (Series 11) holders, simultaneously with the creation of the floating charge in favor of the third party, a floating charge that shall be identical (in terms of the assets it encompasses) and equal in rank (pari-passu) with respect to the debts secured by it, to secure the outstanding balance of the debt to the BONDS (Series 11) holders, according to charge documents and the provision of approvals that shall be to the satisfaction of the Trustee, provided that in the charge documents it shall be stipulated that in order to act to realize the charge as aforesaid (if created), the Trustee is not required to obtain the consent of the third party and also that the company will undertake to update the Trustee in writing shortly after it becomes aware that the third party has initiated proceedings to realize the charge, or alternatively – (3) The company shall create in favor of the BONDS (Series 11) holders, simultaneously with the creation of the floating charge in favor of the third party, a fixed charge as detailed in Section 5.3 of the Trust Deed, or if a fixed charge as aforesaid in Section 5.3 of the Trust Deed has already been created by the company prior to the date of the creation of the floating charge in favor of the third party – such charge shall not be removed until the floating charge in favor of the third party has been removed (and it is clarified that a fixed charge as detailed in Section 5.2.3 of the Trust Deed shall be excluded from the scope of the floating charge in favor of the third party). Or alternatively – (4) The company shall provide in favor of the BONDS (Series 11) holders, through the Trustee, an autonomous, unconditional, and irrevocable bank guarantee to be issued by a bank(s) or financial institution(s) in Israel rated with a rating of no less than (ilAA-) (by Maalot rating company or an equivalent rating), in an amount equal to the amount secured by the floating charge created in favor of the third party or in an amount constituting the outstanding balance of the debt to the BONDS (Series 11) holders, whichever is lower at the time of the creation of the charge.	Yes, see Section 8.1.13 of the Trust Deed

	Exists (Clause in Deed) / Does Not Exist	Brief Description	Cause for Immediate Repayment
		Notwithstanding the above, it is clarified that the undertaking not to create a floating charge shall not apply to the actions and charges detailed in Section 5.2 of the Trust Deed.	

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	Exists (Clause in Deed) / Does Not Exist	Brief Description	Cause for Immediate Repayment
Commitment to meet financial covenants	See Section 5.5 of the Trust Deed	(1) Minimum equity – The company's equity shall not be less than an amount of 6 (six) billion NIS for two consecutive calendar quarters or more. (2) Equity to balance sheet ratio – The company's equity shall not be less than 23% of the company's total balance sheet according to its latest published audited or reviewed consolidated financial statements, for two consecutive calendar quarters or more.	Yes, see Section 8.1.10 of the Trust Deed
Commitment to rate the BONDS at the time of issuance; maintaining rating throughout the life of the commitment certificates	See Section 17.8 of the Trust Deed	To act, as far as it is within its control, for the continued rating of the BONDS by at least one rating company approved by the Commissioner of Capital Markets throughout the entire period of the BONDS. It is clarified that if the BONDS are rated by several rating companies, the company shall be entitled to stop their rating by any of the rating companies, at its sole discretion, and the Trustee and/or the BONDS holders shall have no claim in this regard, provided that at that time the BONDS are rated by at least one rating company.	Exists in relation to stopping the rating and a drop from the minimum rating – see Sections 8.1.11 and 8.1.24 of the Trust Deed
Commitment to double rating for the commitment certificates	Does not exist	-	-
Commitment not to replace the rating company throughout the life of the commitment certificate	Does not exist	-	-
Restrictions on creating additional financial debt	See Section 3.2 of the Trust Deed	The company undertakes towards the BONDS (Series 11) holders that it will be entitled to expand the BONDS series (Series 11) only as long as there is no cause for immediate repayment of the BONDS (including as a result of such expansion). In addition, the company shall be entitled to perform an expansion of the BONDS series (Series 11) only if such expansion does not harm the rating of the expanded BONDS series after the expansion of the series compared to the rating as it was prior to the expansion of the BONDS series.	Yes, see Section 8.1.14 of the Trust Deed
Restriction on dividend distribution	See Section 5.6 of the Trust Deed	The company undertakes that if the company's equity, after deducting the distribution amount, falls below 7 (seven) billion NIS according to its consolidated financial statements, audited or reviewed, as the case may be, the last ones before the time of the decision, it will refrain from making a distribution to its shareholders, until the company's equity rises above the aforementioned amount according to its financial statements as aforesaid. In this matter, "the company's equity" means the total equity of the company, including non-controlling interests and adding net deferred tax liabilities, as detailed in its latest published audited or reviewed financial statements. Furthermore, the company undertakes that if its equity to balance sheet ratio, after deducting the distribution amount (as defined above), falls below 25%, it will refrain from making a distribution as defined in the Companies Law (to its shareholders) until the company's equity to balance sheet ratio rises above the aforementioned rate according to its financial statements.	Yes, see Section 8.1.26 of the Trust Deed
Restrictions on transactions with the controlling shareholders of the company	Does not exist	-	-
Restrictions on change of control	Does not exist	There is a cause for immediate repayment if both of the following cumulative conditions are met: (a) The holdings (directly and indirectly, including through corporations under their control) of the Azrieli family members together with the holdings of philanthropic foundations established by the Azrieli family members (including together with holdings of other shareholders who for the purpose of the Securities Law are considered as "holding together" with any of the aforementioned) in the company's shares fall below a rate of 30% of the issued and paid-up capital of the company; (b) There is another shareholder in the company whose holdings in the company's shares (directly or indirectly and including together with holdings of other shareholders who are not...	Yes, see Section 8.1.12 of the Trust Deed

Exists (Clause in Deed) / Does Not Exist	Brief Description	Cause for Immediate Repayment
	...those mentioned in sub-section (a) above who for the purpose of the Securities Law are considered as "holding together" with the said other shareholder) is at a rate higher than the rate of holdings of those mentioned in sub-section (a) in the company's shares at that time.	
Mechanism for interest adjustment in certain cases	See Section 5.4 of the Trust Deed There is an adjustment mechanism for changing the interest rate as a result of a rating drop. For more details see Section 5.4 of the Trust Deed.	-

Causes for Immediate Repayment:

The call for immediate repayment in accordance with the causes detailed below is subject to the cure periods established in the Trust Deed.

Cause	Exists (Clause in Deed) / Does Not Exist	Notes / Explanation
There has been a material deterioration in the business of the issuer/held companies, and there is a concern that the issuer will not be able to repay the commitment certificates on time	See Section 8.1.19 of the Trust Deed	-
Inclusion of a "Going Concern" warning in the opinion/review report of the auditing accountant, attached to the financial statements of the company	Does not exist	-
The commitment certificates were not repaid on time	See Section 8.1.1 of the Trust Deed	-
Cross Default/Cross Acceleration (Cross-breach, in case of non-payment of other debts or call for immediate repayment) of the issuer's debt	See Section 8.1.9 of the Trust Deed	If the company is required to make immediate repayment of debts it owes or will owe to: (a) Financial creditors (not including non-recourse debt), in an amount not less than 500 (five hundred) million NIS, provided that such requirement is not cancelled and/or the company has not repaid the debt within 30 days from the day of the call for immediate repayment or - (b) another series of BONDS issued by the company.
A drop in the BONDS rating below a minimum rating set	See Section 8.1.24 of the Trust Deed	If the BONDS rating is lower than a rating of (ilBBB-) by Maalot or an equivalent rating to this rating which shall be determined by another rating company that rates or will rate the BONDS. In this section, as long as the BONDS (Series 11) are rated simultaneously by more than one rating company, the determining rating shall be the lower of them.
The issuer stopped or announced the stoppage of its payments	See Section 8.1.18 of the Trust Deed	-
Realization of a charge on a material asset or sale of a basic asset	-	-

Cause	Exists (Clause in Deed) / Does Not Exist	Notes / Explanation
Failure to publish financial statements on the relevant date	See Section 8.1.20 of the Trust Deed	If the company did not publish a financial report that it is required to publish according to any law or according to the provisions of the Trust Deed, within 30 days from the last date on which it is required to publish it.
Fundamental breach of BONDS terms or breach of material undertakings or performance of an action that may materially harm holders' rights	See Sections 8.1.1, 8.1.16 and 8.1.22 of the Trust Deed	No other material undertaking given in favor of the BONDS holders exists. If the company breaches the terms of the BONDS or the Trust Deed in a fundamental breach, or if it does not fulfill any of its material undertakings within them, and the breach was not cured within 14 days from the date of receipt of notice of the breach, during which the company shall act to cure it.

Cause	Exists (section in deed) / Does not exist	Notes / Explanation
		If the company did not repay any payment of the payments it is liable for according to the bond or according to this deed.
Sale of most of the issuer's assets	See section 8.1.25 of the Trust Deed	If a sale of most of the company's assets was performed or if the main activity of the company is not in the yielding real estate field, without receiving the approval of the meeting of the bondholders in an ordinary resolution; for the purpose of this section "most of the company's assets" - an asset or a number of assets, in the company's consolidated financial statements, whose aggregate value according to the last consolidated financial statements published by the company, exceeds 50% of the company's total consolidated assets according to the said financial statements.
A change in the main area of the issuer's activity occurred	See section 8.1.25 of the Trust Deed	-
Granting of a permanent liquidation order / granting of a temporary liquidation order that was not canceled within a period	See sections 8.1.2 to 8.1.4 of the Trust Deed	Regarding a temporary liquidation order, the company was given a cure period for a temporary liquidation order of 45 days, unless the order was given at the company's request or with its consent.
Imposition of a lien on the issuer's assets or performance of an execution action	See section 8.1.5 of the Trust Deed	If a lien is imposed on the company's assets, all or most of them (as the term "most of the company's assets" is defined in section 8.1.25 of the Trust Deed), or if any execution action is performed against the company's assets, all or most of them, or a lien is realized against said assets and the lien is not removed or the action is not canceled, as the case may be, within 45 days from the date of their imposition or performance, as the case may be. Notwithstanding the above, no cure period shall be given to the company in relation to requests or orders filed or given, as the case may be, by the company or with its consent.
Appointment of a permanent or temporary receiver (provided that the appointment was not canceled within a reasonable time)	See section 8.1.6 of the Trust Deed	The company was given a cure period of 45 days in connection with an order for the appointment of a temporary receiver or an order for the appointment of a temporary trustee (as this term is defined in the Insolvency Law) or any similar functionary appointed by law, unless the order was given at the company's request or with its consent.
The issuer announced its intention to cease continuing its occupation and/or managing its business	See section 8.1.18 of the Trust Deed	-
The company ceased to be a reporting corporation under the Securities Law	See section 8.1.29 of the Trust Deed	-

Cause	Exists (section in deed) / Does not exist	Notes / Explanation
Deletion from the Companies Registry, except for a merger	See section 8.1.15 of the Trust Deed	-
Request/granting of a stay of proceedings order	See section 8.1.7 of the Trust Deed	If a request is filed with the court according to section 350 of the Companies Law against the company (and without its consent) or a request according to the Insolvency Law (and without its consent) which was not rejected or canceled within 45 days from the date of its filing.
A request was filed for an order to open proceedings under the Insolvency and Economic Rehabilitation Law, 2018 **("Insolvency Law")**		
A request was filed for the approval of a debt arrangement not within the framework of an order to open proceedings under the Insolvency and Economic Rehabilitation Law, 2018		
The TASE suspended/delisted the trading in BONDS	See sections 8.1.8 and 8.1.23 of the Trust Deed	If the TASE suspended the trading in the BONDS, except for a suspension on the grounds of the creation of uncertainty, as stated in the fourth part of the TASE Regulations, and the suspension was not canceled within 60 days. If the BONDS (Series 11') were delisted from the TASE.
Breach of restrictions on raising additional debt, including series expansion	See section 8.1.14 of the Trust Deed	In the event that the company performs an expansion of a series of BONDS (Series 11') in a manner that does not comply with the company's obligations regarding series expansion according to section 3.2 of the Trust Deed.
Failure to comply with the obligation for an adjustment mechanism for the interest rate, as a result of failure to remove a floating charge	Does not exist	-

Cause	Exists (section in deed) / Does not exist	Notes / Explanation
Taking a financial debt or credit contrary to the obligation not to create a floating charge	See section 8.1.13 of the Trust Deed	If the company breached its obligation not to create floating charges as stated in section 5.2 of the Trust Deed.

Cause	Exists (section in deed) / Does not exist	Notes / Explanation
Breach of the obligation to deposit funds for an expense cushion and interest cushion or deposit of funds in a deposit for special expenses	Does not exist	-
Granting a temporary trustee order or appointment of a temporary trustee	See sections 8.1.4 and 8.1.6 of the Trust Deed	The company was given a cure period of 45 days in connection with a temporary liquidation order or a request for the appointment of a temporary receiver according to the Insolvency Law or an order for the appointment of a temporary trustee (as this term is defined in the Insolvency Law), unless the order was given at the company's request or with its consent.
Non-compliance with financial covenants	See section 8.1.10 of the Trust Deed	If for two consecutive calendar quarters or more the company's equity (according to its last published consolidated financial statements) falls below an amount of 6 (six) billion NIS; or – if for two consecutive calendar quarters or more the company's equity falls below 23% of the company's total balance sheet according to its last published audited or reviewed consolidated financial statements. All - except if before any of the above occurred, the company pledged an asset in accordance with what is stated in section 5.3 above. Regarding this section – "Total Balance Sheet" and "Equity" as defined in section 5.5.2 of the Trust Deed.
Breach of restrictions on distribution	See section 8.1.26 of the Trust Deed	If the company performs a distribution (as defined in the Companies Law) that does not meet the conditions of section 5.6 of the Trust Deed.
Breach of the obligation not to create liens (negative pledge)	See section 8.1.13 of the Trust Deed	-

Cause	Exists (section in deed) / Does not exist	Notes / Explanation
Breach of restrictions on transfer of control	See section 8.1.12 of the Trust Deed	Upon fulfillment of the following two cumulative conditions: (a) the holdings (directly and indirectly, including through corporations under their control) of the Azrieli family members together with the holdings of philanthropic foundations founded by the Azrieli family members (including together with the holdings of other shareholders who for the purpose of the Securities Law are considered as "holding together" with any of the said) in the company's shares fall below a rate of 30% of the company's issued and paid-up capital; (b) there is another shareholder in the company whose holdings in the company's shares (directly or indirectly and including together with the holdings of other shareholders who are not those mentioned in subsection (a) above who for the purpose of the Securities Law are considered as "holding together" with the said other shareholder) are at a rate higher than the rate of the holdings of those mentioned in subsection (a) in the company's shares at that time.
Cessation of rating	See section 8.1.11 of the Trust Deed	-
Incorrectness of representations	See section 8.1.17 of the Trust Deed	If it becomes clear that a material representation of the company's representations in the BOND or in the Trust Deed is incorrect or incomplete, and in the event that it is a breach that can be cured – the breach was not cured within 14 days from the date of receiving a notice of the breach from the Trustee, during which the company will act to cure it.
Real concern that the company will not meet its material obligations towards the bondholders	See section 8.1.27 of the Trust Deed	If there is a real concern that the company will not meet its material obligations towards the bondholders.
Breach of the obligation regarding structural changes, mergers and acquisitions, without the approval of the bondholders	See section 8.1.21 of the Trust Deed	A merger of the company was performed (except for a merger of a consolidated company into the company) without receiving the prior approval of the bondholders in an ordinary resolution, unless the absorbing entity declared, to the bondholders, including through the Trustee, at least 10 business days before the merger date, that the absorbing entity took upon itself the full obligations towards the holders of BONDS

Cause	Exists (section in deed) / Does not exist	Notes / Explanation
		and also that there is no reasonable concern that due to the merger the company or the absorbing entity will not be able to fulfill the obligations towards the holders.
Breach of specific obligation – pledging of permitted assets	See section 8.1.28 of the Trust Deed	If the company breached its obligation to pledge additional permitted assets, as detailed in section 5.3.3 of the Trust Deed in the cases and times detailed therein.

Financial Covenants Compliance Requirements:

As long as the BONDS (Series 11') are outstanding, the company undertakes to comply with the following financial covenants:

Covenant	Section in Deed	Covenant details
Minimum Equity	See section 5.5.1 of the Trust Deed	The company's equity shall not fall below an amount of 6 (six) billion NIS for two consecutive calendar quarters or more. Regarding this section, "Equity" means the company's total equity, including non-controlling interests and plus net deferred tax liability, as detailed in its last published audited or reviewed consolidated statements.
Equity to Balance Sheet Ratio	See section 5.5.2 of the Trust Deed	The company's equity shall not fall below 23% of the company's total balance sheet according to its last published audited or reviewed consolidated financial statements, for two consecutive calendar quarters or more. For the purpose of this section, "Total Balance Sheet" means the total balance sheet of the company according to its last published audited or reviewed consolidated financial statements, net of cash (that is not restricted in use), cash equivalents, marketable securities, short-term financial assets and current assets of the type of short-term loans and deposits and net of liabilities for providing construction services and liabilities concerning consideration transactions, as these terms are defined in accepted accounting principles.

Regarding the said financial covenants:

‘‘Total Balance Sheet’’	The total balance sheet of the company according to its last published consolidated or reviewed statements, net of cash (that is not restricted in use), cash equivalents, marketable securities, short-term financial assets and current assets of the type of short-term loans and deposits and net of liabilities for providing construction services and liabilities concerning consideration transactions, as these terms are defined in accepted accounting principles.
‘‘Equity’’	The company's total equity, including non-controlling interests and plus net deferred tax liability, as detailed in its last published audited or reviewed consolidated statements.

Appendix C – The Rating Report for the BONDS (Series 11') and Maalot's consent to its inclusion

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Appendix C – Rating Report for the BONDS (Series 11) and Maalot's Consent for its Inclusion

June 10, 2026

To

Azrieli Group Ltd.

Greetings,

Subject: Rating for BONDS

We hereby notify you that S&P Maalot has assigned an 'ilAA+' rating to BONDS to be issued to the public by Azrieli Group Ltd. (hereinafter: the "Company") through the issuance of Series 11 in a total amount of up to 2.12 billion NIS par value (hereinafter: the "Rating") as published in the rating reports dated May 26, 2026 and June 10, 2026 (hereinafter: the **"Rating Report"**).

With reference to this, we would like to emphasize that the rating for the BONDS was determined, among other things, based on the draft updated shelf offering report received by us on June 10, 2026 (hereinafter: the **"Draft Shelf Offering Report"**), and based on the proposed issuance structure and the designation of the issuance proceeds provided to us.

In any case where the shelf offering report as published (hereinafter: the **"Final Shelf Offering Report"**) includes changes in the issuance structure, in the purpose of the issuance and/or other changes compared to the version of the Draft Shelf Offering Report, or in any case where a material change occurs in any factor that may affect the rating in any way, S&P Maalot reserves the right to re-discuss the matter and amend the said rating (hereinafter: **"(the) Changes and (the) Additions"**). Therefore, and as a condition for our consent below, you must notify us and provide us in writing with details regarding all changes and additions that occurred in the Final Shelf Offering Report compared to the Draft Shelf Offering Report provided to us, as well as all other changes and additions, if any. The rating and our consent below are conditional upon receiving written confirmation from you before the publication of the shelf offering report that the Final Shelf Offering Report does not include any changes and additions compared to the Draft Shelf Offering Report.

Subject to the above, we agree that the Rating Report will be included in its entirety in the Final Shelf Offering Report as published, including by way of reference. As stated in the Rating Report, the Rating Report is correct as of the date of publication of the Rating Report.

Our consent is valid for 14 days from the date of this letter, i.e., until June 23, 2026. The company must avoid including the Rating Report in the shelf offering report after this date without receiving our prior written approval.

It is clarified that for the purpose of determining the rating, S&P Maalot examines only relevant aspects for the purpose of the rating (according to its evaluation methods) in the Draft Shelf Offering Report, and does not examine everything stated therein or in the Final Shelf Offering Report or in additional documents related to the Draft Shelf Offering Report or the Final Shelf Offering Report, including descriptions of such documents in the Draft Shelf Offering Report or the Final Shelf Offering Report.

Sincerely,

S&P Global Ratings Maalot Ltd.

Azrieli Group Ltd.

June 10, 2026

Issue Rating

Assignment of 'ilAA+' rating for an issuance of BONDS in a total volume of up to 2.12 billion NIS par value

Primary Credit Analyst:

Ruthy Rozentzvige 972-3-7539750 ruthy.rozentzvige@spglobal.com

Secondary Contact:

Eyal Evron 972-3-7539723 eyal.evron@spglobal.com

Following our announcement dated May 26, 2026, S&P Maalot hereby announces that the 'ilAA+' rating for unsecured BONDS to be issued by Azrieli Group Ltd. (ilAA+/Stable/ilA-1+) through a new series issuance, Series 11, is valid for a total volume of up to 2.12 billion NIS par value. The proceeds from the issuance are intended for the rollover of existing financial debt and for the company's ongoing activities.

We note that due to security uncertainty in the Middle East, security and geopolitical risks may increase, and there may be an impact on macro-economic indicators in Israel, and capital market volatility may increase. At this stage, there is uncertainty regarding the scope of the war, its duration, and its consequences. As the situation develops, we will update our assumptions and assessments accordingly.

For further details regarding the rating and additional regulatory requirements, see Rating Report from February 16, 2026.

Azrieli Group Ltd.	Rating	Date when the rating was first published	Last date when the rating was updated
Issuer Rating(s)			
Short Term	ilA-1+	12/06/2014	16/02/2026
Long Term	ilAA+\Stable	08/03/2007	16/02/2026
Issue Rating(s)			
commercial papers			
Series 3	ilA-1+	12/06/2014	16/02/2026
Series 4	ilA-1+	20/01/2015	16/02/2026
Senior Unsecured Debt			
Series 7,8	ilAA+	01/07/2021	16/02/2026
Series 11	ilAA+	26/05/2026	26/05/2026

Azrieli Group Ltd.

Azrieli Group Ltd.	Rating	Date when the rating was first published	Last date when the rating was updated
Issuer Rating History			
Long Term			
January 20, 2015	ilAA+\Stable		
November 23, 2011	ilAA\Stable		
December 08, 2010	ilAA-\Positive		
June 09, 2010	ilAA\Stable		
September 22, 2009	ilAA-\Stable		
Short Term			
March 29, 2016	ilA-1+		
June 23, 2014	ilA-1+\Stable		

Additional Details	
Time when the event occurred	10/06/2026 09:19
Time when the event was first known	10/06/2026 09:19
Rating Initiator	The Rated Company

Azrieli Group Ltd.

S&P Maalot is the commercial name of the company "S&P Global Ratings Maalot Ltd.". For a list of the most updated ratings and for further information regarding the credit rating monitoring policy, please refer to the S&P Global Ratings Maalot Ltd. website at maalot.co.il.

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