

## **Translation of Immediate Report**

T128  
Public

### **Bank Leumi Le-Israel B.M.**

Registration No. 520018078

Securities of the Corporation are listed on The Tel Aviv Stock Exchange

Abbreviated Name: Leumi

34 Yehuda Halevi Street, Tel Aviv 651316

Phone: 076-8858111, 076-889419; Facsimile: 076-8859732

Electronic Mail: David\_S@bll.co.il

Transmission Date: December 21, 2023

Reference: 2023-01-138999

To: Israel Securities Authority ([www.isa.gov.il](http://www.isa.gov.il))  
The Tel Aviv Stock Exchange ([www.tase.co.il](http://www.tase.co.il))

### **Immediate Report Publication of Deed of Trust**

**Regulation 31d1(a) of the Securities Regulations (Periodic and Immediate Reports), 1970**

Explanation: in accordance with Staff Position 103-41 [click here](#).

☒ New deed

☐ Changes to deeds

Attached is the deed of trust [Deed185\\_isa.pdf](#)

Reference no. for the issuance's results report (T020) [2023-01-138753](#)

Explanation: please enter the reference no. of the report on the results of the issuance of the bonds which are the subject matter of this report.

Series issuance date: *December 20, 2023*

Series name: *Leumi Bonds 185*

Security number: *1201821*

Repayment dates (principal and interest):

	Payment date	Principal %	Interest %
<b>1</b>	<i>February 28, 2024</i>	<i>0</i>	<i>0.3312</i>
<b>2</b>	<i>August 31, 2024</i>	<i>0</i>	<i>0.93</i>
<b>3</b>	<i>February 28, 2024</i>	<i>10</i>	<i>0.93</i>
<b>4</b>	<i>August 31, 2024</i>	<i>10</i>	<i>0.93</i>
<b>5</b>	<i>February 28, 2024</i>	<i>10</i>	<i>0.93</i>
<b>6</b>	<i>August 31, 2024</i>	<i>10</i>	<i>0.93</i>
<b>7</b>	<i>February 28, 2024</i>	<i>10</i>	<i>0.93</i>
<b>8</b>	<i>August 31, 2024</i>	<i>10</i>	<i>0.93</i>
<b>9</b>	<i>February 28, 2024</i>	<i>10</i>	<i>0.93</i>
<b>10</b>	<i>August 31, 2024</i>	<i>10</i>	<i>0.93</i>
<b>11</b>	<i>February 28, 2024</i>	<i>10</i>	<i>0.93</i>
<b>12</b>	<i>August 31, 2024</i>	<i>10</i>	<i>0.93</i>

Nature of change: \_\_\_\_\_

Was the change done as part of a court arrangement: \_\_\_\_\_

## 1. Contractual stipulations and collaterals

☒ Yes ☐ No

	Yes/no	Section no. in the deed	Does a breach constitute grounds for immediate repayment	Notes
The bonds are secured by collaterals or other fixed pledges <i>[Please refer in the description to the type of pledged asset (such as company shares, surplus account, a specific asset etc.), and to the rank of the pledge]</i>	No	_____	_____	_____
The bonds are secured with a floating and/or current pledge	No	_____	_____	_____
Undertaking not to create pledges (negative pledge)	No	_____	_____	_____
Undertaking to comply with financial covenants <i>Explanation: see description in Section 3 below</i>	No	_____	_____	_____
Undertaking to ensure that the bonds are rated on issuance date; ensuring that the bonds are rated over their entire term	Yes	14.11 7.1.13	Yes	<i>14.11 - to the extent that this will be under the control of the Bank, the Bank undertakes that the bonds shall be rated by at least one rating agency until their final and absolute repayment.</i>  <i>7.1.13 – discontinuation of rating of the bonds for a period of more than 60 consecutive days, except in case where discontinuation of rating is the result of causes or circumstances outside the Bank's control. For that purpose, it is clarified that the inclusion of the bonds in a watch list, or any other action taken by the rating agency shall not be deemed as discontinuation of rating.</i>
Undertaking for rating of the Bonds by two rating agencies	No	_____	_____	_____
Undertaking not to replace the rating agency over the entire term of the Bond	No	_____	_____	_____
Restrictions on the creation of an additional financial debt	No	_____	_____	_____

Dividend distribution restriction	<i>No</i>	_____	_____	_____
Restrictions on transactions with the controlling shareholders of the company	<i>No</i>	_____	_____	_____
Restrictions on changes in control	<i>No</i>	_____	_____	_____
Interest-adjustment mechanism in certain circumstances	<i>No</i>	_____	_____	_____

Other conditions <b>Explanation: please describe each of the conditions</b>	Section no. in the deed	Summary description	Does the breach constitute grounds for immediate repayment	Comments
_____	_____	_____	_____	_____

## 2. Grounds for immediate repayment

☒ Yes ☐ No

Grounds	Yes/no	Section no. in the deed	Notes
There has been a material deterioration in the businesses of the issuer/investees, and there is a concern that the issuer will not be able to repay the bonds when they become due.	<i>No</i>	_____	_____
The inclusion of a “going concern” emphasis of a matter paragraph in the independent auditor’s report/review report attached to the company’s financial statements	<i>No</i>	_____	_____
The bonds were not repaid on time	<i>Yes</i>	<i>7.1.6</i>	<i>Subject to remediation period of 14 days.</i>
The issuer’s debt was called for immediate repayment <b>Explanation: Please note in the comments whether the grounds for immediate repayment apply to any of the issuer’s debts or only to a material debt thereof.</b>	<i>No</i>	_____	_____
Cross default/cross acceleration: (cross default in the event of failure to pay other debts or calling for immediate repayment)	<i>No</i>	_____	_____
The bonds’ rating was downgraded below a minimum rating	<i>No</i>	_____	_____
The issuer discontinued its payments or announced its intention to do so	<i>Yes</i>	<i>7.1.9</i>	_____
Exercise of a pledge placed on a material asset or the sale of a basic asset	<i>No</i>	_____	_____

Failure to publish financial statements on the relevant date	Yes	7.1.7	<i>Unless financial statements were published within the later of 30 days of the last date on which the Bank was required to publish them, or another date approved by a competent government agency if an extension was granted by that agency.</i>
Fundamental breach of the terms of the bonds	Yes	7.1.5	<i>Subject to remediation periods of 14 days.</i>
Breach of material undertakings or performing an action that might have a material adverse effect on the holders' rights	Yes	7.1.6	<i>Subject to remediation periods of 14 days.</i>
Breach of undertaking in connection with restructuring, mergers and acquisitions without the approval of bondholders	Yes	7.1.11	<i>Unless the surviving entity issued a statement to the bondholders, including through the trustee and at least ten business days prior to the merger date, to the effect that there is no reasonable concern that the surviving entity will not be able to meet its obligations to the bondholders.</i>
Substantially all of the issuer's assets were sold	Yes	7.1.14	<i>Substantially all of the Bank's assets in Israel were sold, as defined in Section 7.1.14 to the trust deed, except in a case of reorganization or merger.</i>
The issuer's main area of activity has changed	No	_____	_____
The handing down of a permanent liquidation order / the handing down of a temporary order that was not cancelled within X	Yes	7.1.1	<i>Subject to a cancellation period of 45 date from the date on which the order was handed down. No remediation period will be given if a permanent and peremptory liquidation order is handed down by the court or if a permanent liquidator is appointed for the Bank pursuant to a permanent and peremptory order, or if the Bank passed a voluntary liquidation resolution, and in respect of petitions/orders filed or handed down, as the case may be, by the Bank or with its consent.</i>
Placement of an attachment on the issuer's assets or carrying out an execution office order	Yes	7.1.4	<i>Subject to a 45-day cancellation period, the Bank shall not be given any remediation period in respect of petitions/ orders filed or issued, by the Bank or with its consent.</i>
Appointment of a temporary or permanent receiver (so long as the appointment was not cancelled within a reasonable time)	Yes	7.1.2 7.1.3	<i>7.1.2 Subject to a 45-day cancellation period, the Bank shall not be given any remediation period in respect of petitions/ orders filed or issued by the Bank or with its consent. 7.1.3 If the Bank filed an application to appoint a receiver (temporary or permanent) in respect of all or substantially all of the Bank's assets.</i>
The issuer announced its intention to discontinue its engagement in its business and/or the management of its business	Yes	7.1.9	_____
The company is no longer a reporting corporation as per the Securities Law	No	_____	_____
The company was taken off the Register of Companies, excluding in the case of a merger	No	_____	_____
Filing of a petition/ handing down of an order for stay of proceedings	Yes	7.1.10	<i>Subject to a 45-day cancellation period</i>
Application for an opening of proceedings order under the Insolvency and Economic Rehabilitation Law, 2018	Yes	7.1.10	<i>Subject to a 45-day cancellation period, the Bank shall not be given any remediation period in respect of an order application filed by the Bank or with its consent.</i>

Application for the approval of a debt arrangement other than by an order for opening proceedings under the Insolvency and Economic Rehabilitation Law, 2018	Yes	7.1.10	Application to enter into a compromise or an arrangement with debtors in accordance with Section 350 to the Companies Law, except for the purpose of merger with another company and/or restructuring of the Bank, including split and excluding arrangements between the Bank and its shareholders, where such arrangements cannot impact the repayment of the bonds.
The Stock Exchange suspended trading of the Bonds/delisted the Bonds	Yes	7.1.12 7.1.8	7.1.12 – With regard of suspension – except for suspension on the grounds of uncertainty, as these grounds as defined in the fourth part of the TASE Rules and Regulations, provided that the suspension was not cancelled within 60 days, and except for a general suspension that is not targeted specifically at the Bank. 7.1.8 The Bonds were delisted from trade on the TASE.
Breach of restrictions on the raising of additional debt, including series expansion	No	_____	_____
Failure to comply with the undertaking to maintain an interest-rate adjustment mechanism as a result of a failure to remove a floating pledge	No	_____	_____
Taking a financial debt or credit in breach of the undertaking not to create a floating pledge	No	_____	_____
Breach of undertaking to fund expenses buffer funds and interest buffer or to deposit funds in a deposit for special expenses	No	_____	_____
Handing down of a permanent trustee order or the appointment of a temporary trustee	Yes	7.1.1	Subject to a 45-day cancellation period, the Bank shall not be given any remediation period in respect of petitions/orders filed or handed down, as the case may be, by the Bank or with its consent.

Other grounds Explanation: please describe each of the grounds	Section no. in the deed	Comments
Discontinuation of rating	7.1.13	Discontinuation of rating for a period of more than 60 consecutive days, except in cases where discontinuation of rating is the result of causes or circumstances outside the Bank's control. It is clarified that the inclusion of the bonds in a watch list, or any other action taken by the rating agency shall not be deemed as discontinuation of rating.

### 3. Requirement to comply with financial covenants:

Explanation: the corporation should only describe in the table the financial covenants set out in the deed of trust. See sample descriptions in Appendix A to Staff Position 103-41 [click here](#).

The financial covenant Explanation: please describe each of the financial covenants	Description of required financial covenant/ratio
_____	_____

The trustee for the Bonds: *Strauss, Lazer Trust Company (1992) Ltd.*

**Details of signatories authorized to sign on behalf of the corporation:**

<b>Name of signatory</b>	<b>Title</b> <b>other</b>
<i>Omer Ziv</i>	<i>Head of Capital Markets Division</i>

In accordance with Regulation 5 of the Securities Regulations (Periodic and Immediate Reports), 1970, a report filed pursuant to these regulations shall be signed by the corporation's authorized signatories. For a staff position of this matter, see the Authority's website: [click here](#).

Reference numbers of previous documents on this subject (this reference does not constitute inclusion by way of reference): 2023-01-130017

*The securities of the corporation are listed for trading on the Tel Aviv Stock Exchange  
Ticker: Leumi*

Address: Yehuda Halevi Street 34, Tel Aviv 6513616, Tel: 076-8858111, 076-8859419  
Facsimile: 076-8859732 Electronic Mail: [David\\_S@bll.co.il](mailto:David_S@bll.co.il) company's website:  
[www.leumi.co.il](http://www.leumi.co.il)

*Previous names of the reporting entity:*

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Name of Electronic Reporter: Shelly Bainhoren, Position: Bank Secretary, 34 Yehuda Halevi Street, Tel Aviv 6513616, Phone: 076-8859419, Electronic Mail:  
[Shelly.Bainhoren@BankLeumi.co.il](mailto:Shelly.Bainhoren@BankLeumi.co.il)

**Note: English translations of Immediate Reports of Bank Leumi are for convenience purposes only. In the case of any discrepancy between the English translation and the Hebrew original, the Hebrew will prevail.**

**The original Hebrew version is available on the distribution website of the Israel Securities Authority: <http://www.magna.isa.gov.il/>**

**BANK LEUMI LE-ISRAEL B.M.**  
**Deed of Trust for Bonds (Series 185)**

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## **Deed of Trust for Bonds (Series 185)**

Executed in Tel Aviv-Yafo on December 19, 2023

### **BETWEEN**

**Bank Leumi le-Israel B.M., public company 52-001807-8**  
Of 34 Yehuda Halevy St., Tel Aviv 6513616  
(hereinafter – the “**Bank**”)

**As the First Party;**

### **AND**

**Strauss, Lazer Trustees (1992) Ltd., Private Company No. 51-174206-6**  
Of 94 Yigal Alon Street, Alon Tower 2, Tel Aviv  
(hereinafter – the “**Trustee**”)

**As the Second Party;**

- WHEREAS:** The Bank published the shelf prospectus (as defined below) by virtue of which the Bank may offer to the public and issue, among other things, series of Bonds;
- WHEREAS:** On December 18, 2023, the Bank’s Board of Directors decided to approve in principle an issuance of Bonds (Series 185), to be executed by publishing a Shelf Offering Report pursuant to the Shelf Prospectus; the Board also decided to list the bonds on the Stock Exchange (subject to compliance with the Stock Exchange's listing requirements as aforesaid);
- WHEREAS:** On ☐ rating agency S&P Maalot rated “ilAAA” the issuance of Bonds (Series 185) at the total amount of up to NIS ☐ p.v. to be issued by the Bank;
- AND WHEREAS:** The Bank requested that the Trustee serve as a trustee for the holders of the Bonds (Series 185) to be issued by the Bank under terms and conditions set out in this Deed of Trust, and the Trustee has agreed thereto;
- AND WHEREAS:** The Trustee is a limited liability company incorporated in Israel under the Companies Law, whose primary purpose is to provide trusteeship services;
- AND WHEREAS:** The Trustee declares that he is not precluded, pursuant to the Securities Law or any other law, from engaging with the Bank in this Deed of Trust and that he meets the requirements and eligibility terms and conditions set by the Securities Law to serve as trustee for the issuance of the bonds which are the subject matter of this Deed of Trust;
- AND WHEREAS:** The Trustee does not have substantial interest in the Bank and the Bank does not have a substantial interest in the Trustee;
- AND WHEREAS:** The Bank declares that he is not precluded, pursuant to any law and/or agreement, from engaging with the Trustee in this Deed of Trust and from issuing the Bonds, and that on the date of the issuance of the Bonds (Series 185), all the necessary approvals for carrying out the issuance required under any law and/or agreement shall be granted and that if any of the said approvals has not been granted, the issuance shall not be carried out;

**Now, therefore, the Parties have agreed, represented, and stipulated as follows:**

**1. Preamble, Interpretation and Definitions**

- 1.1 The preamble to this Deed of Trust and the appendices and addenda attached thereto constitute a material and integral part thereof. In any event of a discrepancy between the Deed of Trust and the appendices and addenda attached thereto, the provisions of the Deed of Trust shall prevail.
- 1.2 The division of this Deed of Trust into sections and the section headings provided herein are for convenience and ease of reference only and shall not be used for interpretation.
- 1.3 Each term or expression in this Deed of Trust and its appendices shall have the meaning given to it in this Deed of Trust, unless they were expressly defined otherwise in the relevant appendix.
- 1.4 Anywhere in this Deed of Trust where the expression “subject to the provisions of any law” is used (or any other similar expression), the meaning is subject to any law that may not be conditioned upon, and anywhere in this Deed where the expression "despite any law" (or any similar expression) is used, the meaning is that the provision applies despite any law except for a law which may not be conditioned upon.
- 1.5 Reference in this Deed of Trust to the plural shall also mean the singular and vice versa, reference to the masculine shall also mean the feminine and vice versa, and reference to a person shall also mean a corporation, provided that this Deed does not contain any explicit and/or implicit contrary provision and/or unless the contents or the context require otherwise.
- 1.6 In this Deed of Trust and Bonds, the following terms shall have the meaning set out opposite them, unless the content or context imply otherwise, or unless it is explicitly stated otherwise in this Deed:

The <b>“Prospectus”</b> or <b>“Shelf Prospectus”</b>	The Bank’s Shelf Prospectus dated May 27, 2021, which was extended on May 18, 2023 for another 12 months, i.e., until May 26, 2024;
The <b>“Shelf Offering Report”</b> or <b>“Offering Report”</b>	A shelf offering report, which will be published in accordance with the Shelf Prospectus, in accordance with the provisions of the Securities Law, according to which the Bonds will be offered to the public while determining all the specific details for the Bonds’ offering;
The <b>“Bonds (Series 185)”</b> or the <b>“Bonds”</b>	Registered Bonds (Series 185) that will be issued by the Bank under the terms set out in This Deed;
The <b>“Bonds Certificate”</b>	The certificate of the Bonds, whose wording is set out in the First Addendum to This Deed, including the Terms Overleaf that are attached to the certificate;
The <b>“Bond Holders”</b>	The persons whose names are registered in the register, and in the case of joint holding by a number of Holders, the first joint holder who is registered in the register;
The <b>”Trustee”</b>	Strauss, Lazer Trustees (1992) Ltd. or any other trustee that will replace him pursuant to the provisions of the Deed of Trust for the Bonds and to the provisions of the law;
<b>“Register”</b>	The register of the Bond Holders as set out in Section 26 of This Deed;
The <b>“Deed of Trust”</b> or <b>“This Deed”</b> or <b>“This Deed of Trust”</b>	This Trust Deed, including the addenda which are attached thereto, and which constitute an integral part thereof;
The <b>“Companies Law”</b>	The Companies Law, 1999 and regulations promulgated thereunder, as amended from time to time;
The <b>“Securities Law”</b> or <b>“Law”</b>	The Securities Law, 1968, and the regulations promulgated thereunder, as amended from time to time;

The <b>“Insolvency Law”</b>	The Insolvency and Economic Rehabilitation Law, 2018 and regulations promulgated thereunder, as amended from time to time
The <b>“Stock Exchange”</b>	The Tel Aviv Stock Exchange Ltd.;
The <b>“Bonds’ Principal”</b>	The total par value of the Bonds;
<b>“Business Day”</b>	Any day on which the majority of the banks in Israel are open to conduct transactions;
<b>"Trading Day"</b>	Any day on which trading in securities is carried out on the Stock Exchange;
<b>“Special Resolution”</b>	A resolution passed by a general meeting of Bond Holders which was attended, in person or by proxy, by Holders of at least fifty percent (50%) of the balance of the par value of the Bonds outstanding or at the deferred meeting of this meeting, which was attended by Holders of at least twenty percent (20%) of the said balance and which was passed (whether at the Original Meeting or at the deferred meeting) by a majority of Holders of at least three quarters (75%) of the par value of the Bonds represented in the vote, excluding abstainers;
<b>“Ordinary Resolution”</b>	A resolution passed by a general meeting of Bond Holders which was attended, in person or by proxy, by Holders of at least twenty five percent (25%) of the outstanding par value of the Bonds or at the deferred meeting of this meeting, which was attended by any number of Holders, unless the meeting was summoned at the request of the Holders, in which case the legal quorum in the deferred meeting shall be at least five percent (5%) of the balance of the par value of the Bonds outstanding, and which was passed (whether at the Original Meeting or at the deferred meeting) by a majority of Holders of at least fifty percent (50%) of the par value of the Bonds represented in the vote, excluding abstainers;

**“Rating Agency”**

A company that operates in accordance with the law for regulating the Law to Regulate the Activity of Credit Rating Companies, 2014, and the regulations promulgated thereunder, and is approved by the Commissioner of the Capital Market in the Ministry of Finance.

- 1.7 In any case where the Stock Exchange’s Rules and Regulations and directives apply or shall apply to any definition or action taken pursuant to this Deed of Trust, and to the extent that they cannot be conditioned upon, they shall take precedence over that which is stated or implied in this Deed of Trust and the dates of such actions shall be determined in accordance with the Stock Exchange’s Rules and Regulations and directives.
- 1.8 In any matter that is not referred to in this Deed of Trust and in any event of a discrepancy between the Securities Law and the regulations promulgated thereunder, or the provisions of the Rules and Regulations and Directives of the Stock Exchange which may not be conditioned upon, as they may be from time to time, or between the provisions of Israeli law that may not be conditioned upon and the provisions of this Deed of Trust, the parties will act pursuant to the Securities Law, Rules and Regulations and Directives of the Stock Exchange or other provisions of Israeli Law, which cannot be conditioned upon as stated above, as the case may be.
- 1.9 In any event of a discrepancy between the provisions described in the Prospectus and in the Shelf Offering Report and the provisions of This Deed of Trust and/or the Bonds, the provisions of This Deed of Trust shall prevail. According to the Bank’s review, there are no discrepancies between the provisions described in the Prospectus and in the Shelf Offering Report and the provisions described in this Deed of Trust and/or the Bonds.
- 1.10 This Deed of Trust will take effect on the date of issue of the Bonds by the Bank. It is hereby agreed that in the event that the issuance of the Bonds is canceled for whatever reason, this Deed of Trust shall be null and void without any of the parties to the Deed having any claim against the other party and the trusteeship thereunder shall not enter into force.

## 2. Issuance of Bonds

The Bank will issue, under the Prospectus and Shelf Offering Report, Bonds (Series 185) which shall have a repayment rank equal to the repayment rank of all deposits by the public deposited with the Bank from time to time.

The terms and conditions of the Bonds shall be as listed in the Bonds Certificate and in the terms and conditions listed overleaf, which are attached to this Deed and constitute an integral part thereof.

Upon completion of the issuance and subject to all terms and conditions for the listing of the Bonds on the Stock Exchange, the Bonds will be listed on the Stock Exchange.

## 3. Appointment of the Trustee, His Duties and Roles

- 3.1 The Bank hereby appoints Strauss, Lazer Trustees (1992) Ltd. as a trustee for the Bond Holders, pursuant to Section 35B of the Securities Law (hereinafter – the “**First Trustee**”). The term of office of the First Trustee will continue until the date of convening the first meeting of Bond Holders that shall be convened by the First Trustee no later than 14 days from the date of filing the second annual report on the affairs of the trust, pursuant to Section 35h1(a) of the Securities Law (hereinafter – the “**First Appointment Meeting**”). Should the First Appointment Meeting approve the continuation of the tenure of the First Trustee with an ordinary majority, the Trustee shall continue to serve as Trustee until the end of the additional appointment period which was determined in the resolution of the First Appointment Meeting (which may continue after the final repayment date of the Bonds).
- 3.2 Should the First Appointment Meeting and/or any other meeting held thereafter specify an end-date for the Trustee’s additional appointment period, his tenure will end pursuant to the Bond Holders’ resolution regarding the continuation of his tenure and/or regarding the appointment of another trustee in his stead.
- 3.3 If the Trustee is replaced by another trustee, the other trustee shall serve as trustee for the Bond Holders pursuant to the provisions of Chapter E1 of the Securities Law including for those who are entitled to payments pursuant to the Bonds, which have not been paid despite their being past due.
- 3.4 The duties and powers of the Trustee and the manner in which his role will be carried out will be in accordance with this Deed and subject to the provisions of any law.

#### **4. The Bank's Obligation**

The Bank undertakes towards the Trustee to pay, as a Trustee for the holders of Bonds and on the dates set for such payment, all amounts of principal, interest and linkage differences payable pursuant to the terms and conditions of the Bonds and to comply with all other terms and obligations imposed thereon pursuant to the Bonds and pursuant to this Deed.

#### **5. Lack of Collateral for the Bonds; Issuance of Additional Bonds**

- 5.1 The Bonds are not secured by any collateral (as this term is defined in the Securities Law). The aforesaid does not detract from the Bank's obligation as set out in Section 4 above.
- 5.2 The Bank will be entitled to pledge its assets and transfer them and to carry out transactions as it may deem fit without any restriction as to the amount or otherwise.
- 5.3 The Bank reserves the right to assume, at any given time, any further obligations of any type whatsoever, as it deems fit, including undertakings whose seniority is higher than and/or equal to and/or lower than that of the Bonds, without having to obtain the approval of the Trustee and/or the Bond Holders for said actions.
- 5.4 Without derogating from the generality of the aforesaid, subject to the provisions of any law, the Bank reserves the right to issue additional series of Bonds, under terms and conditions that the Bank deems fit (whether as part of a private offering, under the Shelf Prospectus or otherwise), including bonds which will be offered pursuant to the Prospectus under other terms and conditions as the Bank shall deem fit, including bonds of superior and/or equal and/or inferior seniority to that of the Bonds (Series 185), as well as to expand each of the said bonds series, without having to obtain the approval of the Trustee and/or the Bond Holders.
- 5.5 Furthermore, and in addition to the aforesaid, the Bank reserves the right, subject to obtaining the listing approval of the Stock Exchange and subject to the provisions of any law, without having to obtain the approval of the Trustee and/or of Bond Holders, to expand at any time the series of Bonds (Series 185), and to offer as part of a private offering(s) or as part of public offering(s) pursuant to a prospectus(es), as the case may be and at its own discretion, additional Bonds (Series 185) (hereinafter - the **"Additional Bonds"**). The Trustee undertakes to serve as Trustee for the holders of the Additional Bonds, if any such Bonds are issued as aforesaid. The outstanding Bonds (Series 185) and additional outstanding Bonds (Series 185) which shall be issued (if any), as stated above, shall constitute a single series for all intents and purposes. The provisions of the Deed of Trust shall also apply to the Additional Bonds that may be issued as aforesaid. The Bank reserves

the right to issue Additional Bonds at par value, at a premium or at a discount, at its own discretion. The Bank shall apply to the Tel Aviv Stock Exchange Ltd. to list the Additional Bonds when offered.

- 5.6 If the discount rate to be set for Additional Bonds shall be different than the discount rate for the outstanding Bonds (Series 185) at the time, the Bank will apply, prior to the issuance of the Additional Bonds to the Israel Tax Authority in order to obtain its approval to withhold tax at source from the discount fees with respect to the Bonds, a uniform discount rate shall be set, based on a formula which weights the different discount rates for the Bonds (Series 185) issued, if any. Where the said approval is received, the Bank will calculate the weighted discount rate for the Bonds (Series 185) immediately prior to the date of issuance of the Additional Bonds and will publish an immediate report, in which it will announce, together with the issuance results, the uniform weighted discount rate for the entire series, and the tax will be deducted at the redemption dates of the Bonds (Series 185) at the weighted discount rate described above and pursuant to statutory provisions. If such an approval is not granted, the Bank will notify in an immediate report regarding the results of the issuance, prior to the listing for trading, that it has not obtained the said approval and that the uniform discount rate shall be the highest discount rate generated for the Bonds (Series 185). Members of the Stock Exchange shall deduct tax at source upon repayment of the Bonds (Series 185) according to the discount rate reported as aforesaid. Therefore, cases could occur where tax is held at source with respect to the discount fees at the highest rate of the discount fees set for whoever held the Bonds (Series 185) prior to the issuance of the Additional Bonds. In such a case, an assessee who held the Bonds (Series 185) prior to the issuance of the Additional Bonds and until the repayment of the Bonds, may submit a tax filing to the Israel Tax Authority and receive a tax rebate in the amount deducted from the discount fees, if the said assessee is entitled to receive such a rebate by law.
- 5.7 For the avoidance of doubt, it is hereby clarified that the Trustee is under no obligation to examine, and the Trustee did not, in fact, examine, the need to provide collateral to secure the payments to the Bond Holders. By entering into this Deed of Trust, and by agreeing to act as trustee for the Bond Holders, the Trustee does not express an opinion, whether explicit or implicit, as to the ability of the Bank to meet its obligations towards the Bond Holders.
- 5.8 It is also clarified that the Trustee's signing the Deed of Trust should not be construed as expressing an opinion regarding the quality of the Offered Securities or the advisability of the investment therein.



## **6. Purchase of Bonds by the Bank and/or by a Controlled Corporation**

- 6.1 Subject to the provisions of any law, the Bank (including companies under its control) reserves the right to purchase Bonds (Series 185) in a free market transaction (whether an on-floor or an off-floor transaction) at any time and under any terms and conditions it shall deem fit, without prejudice to the repayment obligation in respect of the outstanding Bonds (Series 185).
- 6.2 The Bank will issue an immediate report on its purchase of Bonds as described above, to the extent it is required to do so by law. The Bonds purchased by the Bank will be automatically canceled and delisted from the Stock Exchange, and the Bank will not be permitted to reissue them. In the event that the Bonds are purchased on-floor, the Bank will, through the Nominee Company of Bank Leumi le-Israel B.M. (hereinafter - the “**Nominee Company**”), apply to the Stock Exchange’s clearing house, requesting the withdrawal of the Bonds Certificates.
- 6.3 **Subject to any law**, a corporation controlled by the Bank (hereinafter - a “**Controlled Corporation**”) may, from time to time, purchase and/or sell Bonds (Series 185), at its discretion and at any price it deems fit, as part of an on-floor or off-floor transaction, including as part of an issuance by the Bank. Any Bonds so purchased by a Controlled Corporation shall be deemed an asset thereof, will only be canceled or delisted subject to the Stock Exchange Rules, and will be transferable as all other Bonds (subject to the provisions of the Deed of Trust and the Bond). The provisions of the Second Addendum to the Deed of Trust shall apply to the participation by such Controlled Corporation in Bond Holders’ meetings. The Bank will issue an immediate report on a purchase of Bonds by such a Controlling Corporation, to the extent it is required to do so by law. As long as the Bonds are owned by a Controlled Corporation, they shall not confer upon it voting rights in general meetings of Bond Holders, will not be counted when determining whether a legal quorum for holding those meetings is present, and will not be included in the “outstanding par value of Bonds” in connection with voting in meetings and the number of those who are present and vote therein.
- 6.4 **Nothing in the provisions of Subsections 6.1 to 6.3 above obligates the Bank and/or a Controlled Corporation to purchase Bonds or sell the Bonds they hold.**

## **7. Right to Demand Immediate Repayment of the Bonds**

- 7.1 Upon occurrence of one or more of the events listed below, the Trustee and/or Bond Holders may call for immediate repayment of some or all of the Unpaid Balance of the Bonds. For the avoidance of doubt, none of the grounds for immediate repayment as aforesaid shall

derogate from any remedy and/or right of Bond Holders pursuant to the Deed of Trust and/or the law.

- 7.1.1 If a temporary or permanent liquidator or trustee is appointed by a court or if a valid resolution is passed to liquidate the Bank (with the exception of liquidation for purposes of a merger with another company) and such appointment or resolution is not revoked within 45 days from the day they are passed. Notwithstanding the foregoing, the Bank will not be given any remediation period if a permanent and final liquidation order is handed down by the court or if a permanent liquidator is appointed for the Bank by a permanent and final order, or if the Bank has decided on voluntary liquidation, and in respect of petitions or orders filed or handed down, as applicable, by the Bank or with its consent. For the purpose of this section, a “**Trustee**” – as defined in Section 4 of the Insolvency Law.
- 7.1.2 If a temporary and/or permanent receiver is appointed for the Bank and/or for all or a material portion of its assets, or if a special administrator is appointed by the court, and such appointment is not canceled within 45 days, with the exception of a case where a permanent receiver is appointed, no remedial period will apply. Notwithstanding the above, the Bank shall not be given any remedial period in respect of the applications or orders filed or issue, as the case may be, by the Bank or with its consent.
- 7.1.3 Where the Bank filed an application for receivership or the appointment of a temporary or permanent receiver for all or a material portion of its assets.
- 7.1.4 If an attachment is imposed on material assets of the Bank or if some or all such assets are foreclosed and such attachment is not removed or such foreclosure is not revoked within 45 days. Notwithstanding the above, the Bank shall not be given any remedial period in respect of the applications or orders filed or issue, as the case may be, by the Bank or with its consent.
- 7.1.5 A fundamental breach of the Bonds and/or the Deed of Trust’s terms and conditions was made, and the Bank did not remedy the breach within 14 days from the date of receiving notice of such breach from the Trustee.
- 7.1.6 The Bank did not make a payment due to Bond Holders or has not satisfied any other material undertaking given in favor of the Bond Holders, and the Bank did not remedy this breach within 14 days from the date of receiving notice of such breach from the Trustee.

- 7.1.7 The Bank did not publish financial statements, the publication of which is mandatory in accordance with any law, within the later of 30 days of the last date on which it was required to publish it, or another date approved by a competent authority.
- 7.1.8 The Bonds were delisted.
- 7.1.9 The Bank discontinued its payments or announced its intention to do so, or the Bank discontinued its banking business or announced its intention to do so.
- 7.1.10 Where the Bank was issued with a stay of proceedings order, including pursuant to the Insolvency Law, or the Bank filed an application to reach a settlement or arrangement with its creditors pursuant to Section 350 of the Companies Law (except for the purpose of a merger with another company and subject to the provisions of Section 7.1.11 below and/or a change in the Bank's structure, including a split and with the exception of arrangements between the Bank and its shareholders that do not affect the Bank's ability to repay the Bonds), or if an application pursuant to Section 350 of the Companies Law is filed against the Bank (and without its consent) or if an order to open proceedings was handed down against the Bank pursuant with the Insolvency Law (and without its consent), which were not rejected or canceled within 45 days from the day on which the application was filed or the order was handed down, as the case may be. The Bank will not be given a remedial period in relation to an application to issue an order to open proceedings, where such application was filed by the Bank or with its consent.
- 7.1.11 A merger of the Bank was carried out without first obtaining the Bond Holders' approval by way of an Ordinary Resolution, unless the surviving entity issued a statement to the Bond Holders, including through the Trustee and at least ten business days prior to the date of the merger, to the effect that there is no reasonable concern that the surviving entity will not be able to meet its obligations to the Bond Holders due to the merger.
- 7.1.12 The Stock Exchange suspended trading of the Bonds, with the exception of a suspension due to uncertainty as defined in the Fourth Part of the Stock Exchange's Rules and Regulations, and such suspension is not canceled within 60 days, with the exception of an overall suspension that is not targeted specifically at the Bank.
- 7.1.13 Discontinuation of rating of the Bonds for a period of more than 60 consecutive days, except in case where discontinuation of rating is as a result of causes or circumstances outside the Bank's control. In this context, it is clarified that the transfer of the Bonds

to a watch list or any other similar action performed by the rating agency will not be considered a discontinuation of rating.

7.1.14 If the sale of the substantially all assets of the Bank in Israel are sold, except in the case of reorganization or merger.

For the purposes of Section 7.1.14, "substantially all assets of the Bank in Israel" - assets of the Bank in Israel, as the case may be, the total value of which exceeds 50% of the total value of the Bank's assets in Israel, as the case may be, according to the Bank's latest published financial statements.

7.2 Upon the occurrence of any of the events listed in Section 7.1 to This Deed:

7.2.1 The Trustee will be obligated to summon a meeting of the Bond Holders, whose convention date will be twenty-one (21) days after the date of its summons, and the agenda of which shall include a resolution regarding a call for the immediate repayment of the entire Unpaid Balance of the Bonds due to the occurrence of any of the events specified in Section 7.1 above.

7.2.2 Such Bond Holders' resolution to call for immediate repayment of the Bonds shall be passed by a Bond Holders' meeting attended, in person or by proxy, by holders of at least fifty percent (50%) of the par value balance of outstanding Bonds as of such meeting's effective date; the said resolution will be passed by a simple majority of Bond Holders participating in the vote, or by such a majority in an adjourned Bond Holders' meeting attended by holders of at least twenty percent (20%) of the said balance.

7.2.3 In case, until the scheduled convention time of the Meeting, any of the events specified in Section 7.1 above to This Deed, has not been canceled or eliminated, and a resolution in the foregoing Meeting of Bond Holders has been passed in accordance with Section 7.2.2 above taxpayer, the Trustee will be obligated, within a reasonable period of time but no later than within 14 days, to demand the immediate repayment of the entire Unpaid Balance of the Bonds.

7.2.4 In case a period has been specified in Section 7.1 above, during which the Bank is entitled to perform an action or reach a decision, which has caused the grounds for demanding immediate repayment, the Trustee or the Holders will be entitled to demand the immediate repayment of the Bonds, as specified in this Section 7, only if the aforementioned set period has passed, and the grounds have not been removed;

However, the Trustee will be entitled to shorten the period which was set in the Deed of Trust, if it believes that it could materially prejudice the Holders' rights.

- 7.3 Notwithstanding the provisions of Section 7.1 above, and without detracting from the provisions of Section 7.2.4 above, the Trustee or Bond Holders shall not call for immediate repayment of the Bonds, even upon the occurrence of one or more of the events listed in Section 7.1 above unless seven days have elapsed since they issued the Bank with notice of their intention to do so; however, the Trustee or the Bond Holders may shorten the said period and are not obliged to issue the Bank with such notice if there is reasonable concern that such notice will adversely affect the calling for immediate repayment of the Bonds.
- 7.4 For the avoidance of doubt, its should be clarified that the calling for immediate repayment in accordance with the provisions set out above in this section, do not derogate and/or prejudice any remedy and/or right available to the Bond Holders pursuant to any law and/or the Deed of Trust's terms.
- 7.5 This Deed of Trust applies to Bonds which do not constitute an equity instrument issued by a banking corporation as described in the Third Addendum A1 to the Securities Law, and therefore the provisions of subsection (a)(1) of Section 35I1 of the Securities Law shall not apply to them.
- 7.6 In this Section 7, the terms "material assets" "material portion" of the Bank's assets, etc., mean assets whose value exceeds 50% of the total assets of the Leumi Bank Group, as reported in the Bank's consolidated balance sheet.

## **8. Claims and proceedings by the Trustee**

- 8.1 In addition to any other provision in this Deed, the Trustee may institute, at its own discretion, such legal proceedings as he may deem fit in order to exercise the rights of the Bond Holders or to protect their rights, or in order to enforce the fulfillment of any other undertaking of the Bank, in accordance with this Deed of Trust, after it has given an written notice of at least 7 days to the Bank; the Trustee may be required to do so if an Ordinary Resolution to that effect is passed. Notwithstanding the foregoing, the Trustee will be entitled to shorten the advance notice period, if the Trustee believes that any delay in the initiation of such proceedings would substantively risk the rights of the Bond Holders. The Trustee will be allowed to institute legal proceedings and/or other proceedings even if the Bonds have not been made immediately repayable - all in order to protect the rights of the Bond Holders and subject to any law. For the avoidance of doubt, it is hereby clarified that

the right to demand the immediate repayment of the Bonds will arise only in accordance with the provisions of Section 7 to the Deed of Trust, rather than by virtue of this Section 8.

- 8.2 For the avoidance of doubt, it is clarified that nothing in any of the provisions set out in Section 8 will infringe and/or derogate from the Trustee's right that is hereby conferred upon him, to apply, at any given time, at his own discretion and without having to inform the Bank, to the appropriate Court for guidance on any matter related to and/or which arises from This Deed and/or the performance of the trusteeship pursuant thereto, even before demanding the immediate repayment of the Bonds.
- 8.3 Subject to the provisions of this Deed, the Trustee may, but is not obliged to, convene at any given time a general meeting of the Bond Holders in order to discuss and/or receive its guidance on any matters pertaining to the Deed of Trust.
- 8.4 The Trustee may, at its sole discretion, delay the execution of any of its actions pursuant to the Deed of Trust in order to request from a Bond Holders' meeting and/or the court instructions as to the desired course of action, as long as this does not have an adverse effect on Bond Holders. Notwithstanding the above, the Trustee may not delay the execution of a Bond Holders meeting's decision to call for the immediate repayment of the Bonds, unless the event in respect of which the decision to call for immediate repayment was passed has been canceled or removed. It should be clarified that where the Trustee is required to take urgent action and where refraining from taking such action prior to convening Bond Holders' meetings by the Trustee shall cause material damage and/or loss to Bond Holders, the Trustee may not refrain from taking such urgent action until the convening of a Bond Holders' meeting.

## **9. Proceeds under trust**

- 9.1 All proceeds that will be received and/or held from time to time by the Trustee, except for his fees and the repayment of any debt owed to him in any way, including, but not only, as a result of demanding immediate repayment of the Bonds and/or as a result of proceedings it will institute against the Bank, if any, will be held by him in trust and will be used by him for the purpose of settling the expenses, payments, levies and obligations that were expensed by the Trustee, imposed upon him or in the course of or as a result of carrying out the trust activities or otherwise in connection with the terms and conditions of the Deed of Trust, including his fees (provided that the Trustee did not receive his fees prior to that from the Bank or from the Bond Holders), after the Trustee shall instruct the Bank in writing to transfer to the Trustee any payment owed to the Trustee by the Bank. It should be clarified that if the Bank shall be required to pay any of the expenses, including the Trustee's fees,

but has not done so, the Trustee shall act to receive the said amounts from the Bank; if the Trustee manages to receive the said amounts, it will hold them in trust and will use them for the purposes listed in this Section in accordance with the order of preferences set out therein. The aforesaid does not exempt the Bank from its obligation to pay the expenses and fee payments as aforesaid where it is required to pay them in accordance with this Deed of Trust or in accordance with the law and the Trustee shall continue to act to collect them from the Bank.

Unless otherwise decided in a Special Resolution, the remaining balance shall be used in accordance with the following order of preference: first – to pay the Bond Holders who have borne the payments pursuant to Section 23.2 below; secondly – to pay the Bond Holders the past due interest owed to them pursuant to the terms and conditions of the Bonds and subject to the linkage terms of the Bonds, *pari passu*, and proportionately to the amount of past due interest owed to each of them, without giving preference or priority to any of them; thirdly - to pay the Bond Holders the amount of interest due to them pursuant to the terms and conditions of the Bonds, *pari passu* and subject to the linkage terms of the Bonds, whether or not the principal is due; fourthly – to pay the Bond Holders the principal amounts due to them pursuant to the Bonds they hold, *pari passu* and subject to the linkage terms of the Bonds and proportionately to the amounts payable thereto without giving any preference in connection with precedence in the issuance of the Bonds by the Bank or otherwise; fifthly – the remaining funds, if any, will be paid by the Trustee to the Bank or to its substitute, as the case may be. The payment of the amounts by the Trustee to the Bond Holders is subject to the rights of the holders of the Bonds which the Bank has already issued and the rights of the holders of bonds which will be issued by the Bank in the future and the provisions of any law.

- 9.2 Notwithstanding the provisions of Section 9.1 above, where the amount received as a result of instituting the said proceedings, which is distributable at any time whatsoever, as stated in that section, is less than NIS 1 million, the Trustee will not be required to distribute it; rather, the Trustee may distribute the said amount or alternatively invest it, in whole or in part, in any of the investments permitted in accordance with Section 13 of the Deed of Trust; however, the Trustee will, in any event, distribute the remaining funds that have been deposited with him in accordance with the provisions of Section 9.1 above, at the earlier of the following: (1) When the balance of the amount deposited with the Trustee is NIS 1 million or more; (2) Together with the first payment of interest or principal to Bond Holders, which is paid after receipt of the amount to be received as a result of instituting the said proceedings; (3) Immediately after the end of the calendar year following the last date on

which funds were received by the Trustee for distribution; (4) When an Ordinary Resolution was passed that such a payment be made, all subject to the Stock Exchange's provisions and its Rules and Regulations.

#### **10. Distribution notice**

The Trustee shall notify the Bond Holders of the date and location where any of the payments mentioned in above is to be made, with an advance notice of 14 days to be delivered in the manner provided in Section 24 below.

After the date specified in the said notice, the Bond Holders shall be entitled to interest for the Bonds at the rate set in the Bonds, but only for the outstanding principal amount (if any) after deduction of the amount paid to them.

#### **11. Non-Payment for Reasons that Are Not under the Bank's Control**

11.1 Any amount due to a Bond Holder which was not paid on the date on which it was due to be paid for reasons which are not under the control of the Bank, even though the Bank was willing and able to pay it on time, shall cease to bear interest and linkage differences as from the date on which it was due to be paid and the Bond Holder shall be entitled to receive only the amounts he was entitled to on the date specified for such payment on account of the principal, interest and/or linkage differences, as the case may be.

11.2 Where such an amount has not been paid within 14 days of the date set for the payment thereof, the Bank shall deposit the said amount with the Trustee, who will hold the amount in trust for the Bond Holder, and such a deposit shall be deemed as settlement of said payment. If said amount was the last payment, the deposit in trust of said amount with the Trustee shall be deemed redemption of said bonds.

11.3 All funds that the Trustee may invest under This Deed, shall be deposited by the Trustee, in his name or to his order in securities of the Government of Israel or in any other securities, in which he is allowed to invest trust funds under the law of the State of Israel, all as the Trustee deems fit and subject to the provisions of any law and the provisions of Section 13 below. Where the Trustee has invested the funds as aforesaid, it shall only owe the entitled holder in respect of those amount the consideration that will be received upon the disposal of the investments, less related expenses. The Trustee shall hold the abovementioned amounts and shall invest them in the abovementioned manner until one year has elapsed from the redemption date of the Bonds. After this date, the Trustee shall repay to the Bank the amounts he has accumulated (including any earnings thereon), net of expenses; the Bank shall hold those amounts in trust for the Bond Holders for two additional years from the date



they were remitted to the Bank by the Trustee. The Bank shall confirm to the Trustee the remittance of the abovementioned amounts and their receipt in trust for the Bond Holders, and such confirmation shall release the Trustee from any obligation whatsoever in connection with the amounts specified in the confirmation.

- 11.4 The Trustee shall transfer to each Bond Holder for whom amounts and/or funds due to the Bond Holders were deposited with the Trustee, those amounts payable to such a Bond Holder out of those funds deposited as mentioned above, net of all expenses and mandatory payments applicable to the trust account in which the Trustee deposited the aforementioned funds, against presentation of the evidence required by the Trustee, to his full satisfaction.

## **12. Receipts as evidence**

- 12.1 Without derogating from any of these terms and conditions, a receipt signed by an individual registered Bond Holder from among the Bond Holders who are registered jointly in the Bonds, shall serve as proof of full settlement of any payment made by the Bank and/or the Trustee in respect of the Bonds and will fully release the Bank and/or the Trustee for the Bonds from any obligation whatsoever in connection with the payment of the amounts specified in the receipt.
- 12.2 A receipt from the Trustee regarding the deposit of the amounts of the principal, interest, and linkage differences with the Trustee in favor of the Bond Holders as set out in Section 11 above, shall be considered as a receipt from the Holder of the Bonds for purpose of Section 12.1 above and will fully release the Bank in respect of the payment of the amounts provided in the receipt.

## **13. Investment of funds**

All funds which the Trustee may invest pursuant to the Deed of Trust, shall be invested and/or deposited by the Trustee in one of the five largest banks in Israel, in the Trustee's name or to its order, in NIS-denominated bank deposits or in securities of the Government of Israel, rated no lower than AA, all as the Trustee shall deem fit, and subject to the terms and conditions of the Deed of Trust and to any law. Where the Trustee has invested the funds as aforesaid, it shall only owe the entitled Bond Holders in respect of those amount the consideration received upon disposal of the investments, less related expenses.

## **14. The Bank's Obligations towards the Trustee**

The Bank undertakes the following obligations towards the Trustee, for as long as the Bonds are outstanding:

- 14.1 To consistently manage the Bank's businesses regularly and appropriately.
- 14.2 To provide the Trustee with copies of documents and information that the Bank delivered to Bond Holders, if any.
- 14.3 To deliver to the Trustee or its authorized representative, who may be an attorney or certified public accountant by profession (and notification of the appointment of whom will be delivered to the Bank by the Trustee upon the appointment thereof) additional information in connection with the Bank, within a reasonable amount of time after the Trustee's demand to that effect, where such information may be essential and required in order to protect the rights of the Bond Holders, and provided the Trustee has acted in good faith. Any information that is not in the public domain, which will be delivered to the Trustee or to its authorized representative, including an external authorized representative, as described above, will be held by the Trustee or by the representative in confidentiality and will not be delivered by them to others, and they will only use it if the disclosure or the use thereof is required for the purpose of carrying out their role pursuant to the Securities Law, in accordance with the Deed of Trust or under a court order, and the external authorized representative on behalf of the Trustee will sign a non-disclosure agreement for that purpose, to the Bank's satisfaction. It is hereby clarified that the delivery of information by the Trustee to the Bond Holders will not constitute a breach of the Trustee's obligation to maintain confidentiality, provided that the Trustee delivers only the information required for the purpose of protecting the rights of the Bond Holders and that the Trustee coordinates with the Bank the content and timing of the disclosure in advance, to the extent possible and permissible, in order to allow the Bank a reasonable amount of time to apply to court in order to prevent the delivery of information as aforesaid, and in any event only the essential information will be delivered.
- 14.4 To conduct regular bookkeeping in accordance with the generally accepted accounting principles and in respect of these books, keep such books, including the documents that serve as references for these books (including Deeds of encumbrances, mortgage and invoices and receipts) and the other documents relating to his business, in his offices.
- 14.5 To notify the Trustee in writing and within two trading days after it became aware of any case in which foreclosure has been imposed on more than 50% of the Bank's assets, and any case in which a receiver and/or a special administrator and/or a liquidator and/or any other official holding similar roles and powers has been appointed with respect of more than 50% of the Bank's assets by virtue of the Insolvency Law, and to take all steps required to remove

the foreclosure or cancel the receivership, liquidation, or management, as the case may be, and bear the costs incidental to those steps.

- 14.6 In addition to what is stated in Section 14.5 above, to inform the Trustee in writing and within two Trading Days, on the occurrence of one or more of the events listed in Section 7.1 above, all without taking into account the remediation periods referred to in Section 7.1 above, if any.
- 14.7 To deliver to the Trustee, upon his request, no later than 30 days from the date of issuance of the Bonds (Series 185) pursuant to the Shelf Offering Report and/or from the date of issuance of the Additional Bonds a true copy of the original of the Bonds Certificate.
- 14.8 To deliver to the Trustee, upon his request, an amortization schedule for the Bonds (principal and interest), in an Excel spread sheet.
- 14.9 To provide to the Trustee the documents listed in Section 35J to the Securities Law, 1968.
- 14.10 Proper Conduct of Banking Business Directive No. 332 of the Banking Supervision Department places restrictions on a bank (and a corporation controlled by a bank) when purchasing securities issued by it ("securities" is defined in the said Directive No. 332 as "shares of the banking corporation or securities that are convertible into shares of the bank or that can be exercised into shares of the banking corporation"). Furthermore, it is clarified that except for the provision set out at the beginning of this section, there are no restrictions on the Bank's right to distribute dividends to its shareholders and/or to carry out a share buyback and/or to carry out any other distribution pursuant to the Companies Law.
- 14.11 The Bank does not guarantee that it will not replace a rating agency throughout the life of the Bonds. If the Bank shall replace or terminate the rating agency, including where there is more than one rating agency, the Bank shall publish an immediate report in which it will list the reasons for replacing such an agency or for the termination of its work, as the case may be. In addition, the Bank undertakes that as far as it is concerned, the Bonds will be rated by at least one rating agency until their final and absolute repayment.
- 14.12 It is clarified that, for the purpose of complying with the provisions of this Deed, a publication of a report on the MAGNA reporting system shall be viewed as delivery thereof to the Trustee.
- 14.13 If the Bank ceases to be a reporting corporation, it will deliver to the Trustee the reports required pursuant to the Consolidated Circular, as amended from time to time. For that purpose, the "**Consolidated Circular**" – the consolidated circular of the Commissioner of

Capital Markets, Insurance and Savings at the Ministry of Finance to institutional entities, as amended from time to time. Notwithstanding the aforesaid, where it will be possible to continue publishing the said reports through the MAGNA system and/or the MAYA system, such reports will be published through those systems, instead of delivering those reports to the Trustee as described above.

- 14.14 To allow the Trustee to take part in the Bank's General Meetings (whether Annual General Meetings or Extraordinary General Meetings of the Bank's shareholders), without conferring upon the Trustee a voting right in such meetings.

## **15. Additional obligations**

If and to the extent the Bonds will be called for immediate repayment in accordance with the provisions of Section 7.1 above, the Bank shall take from time to time and at any time it is requested to do so by the Trustee, all the reasonable actions to enable the exercise of all the powers given to the Trustee, especially the following actions:

- 15.1 Make the statements and/or sign all the documents and/or execute and/or cause the execution of all the necessary or required actions in accordance with the law, in order to validate the exercise of the Trustee's powers, authority and authorizations.
- 15.2 Give all the notices and instructions which the Trustee will deem beneficial in connection with the performance of the immediate repayment.
- 15.3 Will perform or cause to perform all the necessary or required actions in accordance with the law, in order to validate the exercise of the Trustee's powers, authority and authorizations.

## **16. Motions filed with the courts**

The Trustee may, at any time and subject to any law, apply to the competent court in connection with the Trust. The Trustee may also give his consent or approval to any application to the Court made at the request of a Bond Holder, and the Bank will compensate the Trustee in respect of all expenses he may incur as a result of such an application, or from actions carried out as a result of such application or in connection therewith. If the application to the Court is made pursuant to a resolution of the Bond Holders, the Bond Holders will indemnify the Trustee for all reasonable expenses he may incur as a result of such an application, or from actions taken as a result of such application or in connection therewith, and pursuant to the provisions of the law, this indemnification will be taken out of the deposit which will be deposited pursuant to the provisions of the law.

## 17. Proxies

- 17.1 The Bank hereby irrevocably appoints the Trustee as its proxy, to execute and carry out in its name and in its stead, all the actions that it will be required to take pursuant to the terms of this Deed, and generally to act in its name in relation to the actions that the Bank is required to take under this Deed and has not taken or to exercise some of the powers it was given, provided the Bank has not taken the actions it is required to take under the terms and conditions of this Deed within a reasonable amount of time from the Trustee's written demand, and provided that it has given the Bank advance notice of a reasonable amount of time, of its intention to exercise its powers pursuant to this Section.
- 17.2 An appointment pursuant to Section 17.1 above shall not obligate the Trustee to take any action and the Bank hereby exempts the Trustee in advance in the event that it does not take any action or that it does not take such action on time or in the correct manner, and the Bank waives in advance any claim against the Trustee and its agents in respect of any damage that was caused or may be caused to the Bank directly or indirectly, in respect thereof, based on any action taken or not taken as aforesaid.

## 18. Reporting by the Trustee

- 18.1 Where the Trustee becomes aware of a material breach of the Deed of Trust, it shall inform the Bond Holders of such breach within a reasonable amount of time and without further delay, subject to the provisions of the law. This requirement shall not apply if the event in question was published by the Bank in accordance with the Law.
- 18.2 Every year, on the date set out in law for that purpose, and if no such date was set then no later than the end of the second quarter of each calendar year, the Trustee shall prepare an annual report on the Trust's affairs (hereinafter- the "**Annual Report**").
- The Annual Report shall include the information prescribed from time to time by law, and if the law has not yet prescribed such information, the Annual Report shall include the details of extraordinary events that took place in connection with the Trust during the past year. The filing of the Annual Report to the Israel Securities Authority and the Stock Exchange shall be considered as the presentation of the Annual Report to the Bond Holders.
- 18.3 At the request of holders of more than five percent (5%) of the par value balance of Bonds, the Trustee shall deliver to the Bond Holders data and details about his expenses in connection with the Trust, which is the subject matter of the Deed of Trust.
- 18.4 The Trustee is required to file a report regarding actions it executed pursuant to Chapter E1 of the Law, if a reasonable demand for such a report was made by holders of at least ten

percent (10%) of the par value balance of Bonds of that series; such a report will be filed within a reasonable period of time from the date of such demand, all subject to the Trustee's confidentiality obligation to the Company as per Section 35I(d) to the Law.

18.5 The Trustee declares that as of the date of signing this Deed he is covered by professional liability insurance totaling USD 10 million for the period (hereinafter – the “**Coverage Amount**”). If the Coverage Amount is reduced to less than USD 8 million prior to the full repayment of the Bonds, the Trustee shall inform the Bank of such reduction no later than 7 Business Days from the date on which he was informed by the insurer of such a reduction, in order to publish an immediate report on the matter. The provisions of this Section shall apply until such time as Securities Law Regulations regulating the Trustee's insurance coverage obligation shall come into effect. Once such Regulations come into effect, the Trustee shall be required to inform the Bank only if it does not comply with the requirements of the Regulations.

## **19. Trustee's Fees**

19.1 The Bank shall pay the Trustee a fee for its services as Trustee in the first year of trust and so long as there will be outstanding Bonds, and in respect of any consecutive year, a total of NIS 7,500 plus VAT as required by law for the Bonds (Series 185) which shall be issued pursuant to the Prospectus and which the Trustee will serve as trustee thereto.

19.2 A special trustee fee totaling NIS 350 per hour, plus VAT as required by law, in respect of special events/tasks:

19.2.1 Reasonable actions arising from breach of this Deed by the Bank;

19.2.2 Reasonable actions in connection with demanding immediate repayment of the Bonds or in case of concern for immediate repayment or concern for infringement of the rights of the Bond Holders;

19.2.3 Special reasonable task (such as, but not limited to, reasonable work required due to restructuring of the Bank) or for the need to take additional reasonable actions to fulfill his role as reasonable trustee due to a future change of laws and/or regulations and/or other binding provisions that will apply to the activities of the Trustee and his undertakings pursuant to this Deed, provided that he obtains the Bank's advance approval, which will not be unreasonably withheld.

19.3 The Trustee will also be paid fees in respect of all actions relating to (including without derogating from the generality of the aforesaid, its participation) the meetings of Bond

Holders (excluding general and special meetings of the Bank's shareholders) at a rate of NIS 350 plus VAT as required by law in respect of each meeting.

- 19.4 It is clarified that the annual fee mentioned above includes an expansion of the Bond Series.
- 19.5 The Trustee will also be entitled to reimbursement of reasonable expenses it will incur as part of fulfilling his role and/or pursuant to the powers conferred upon him pursuant to this Deed, including in respect of publications in the press and the appointment of experts, so long as the Trustee obtains the Bank's advance approval, which will not be unreasonably withheld.
- 19.6 If changes are made to legal provisions, whereby the Trustee will be required to take actions and/or carry out examinations and/or to prepare additional reports, the Bank undertakes to bear all the reasonable expenses incurred by the Trustee in respect thereof, including reasonable fees in respect of those actions, provided that the Trustee obtain the Bank's approval in advance, which will not be withheld unreasonably.
- 19.7 All amounts will be subject to VAT as required by law. All amounts stated in this section are linked to the Consumer Price Index known at the date of issuance of the Bonds but in no case shall the amounts paid fall below the stated amounts.
- 19.8 If a trustee has been appointed to replace a Trustee, whose tenure has ended in accordance with Sections 35B(a1) or 35N(d) of the Securities Law, the Bond Holders will pay the difference between the fees of the Trustee who has been appointed, as aforesaid, and the fees paid to the Trustee he replaces, if such a difference is unreasonable, and the relevant provisions of the law shall apply at the time of such a replacement.

If the Bank will be required by law to deposit a deposit to secure the Bank's repayment of special expenses incurred by the Trustee, the Bank shall act in accordance with such provisions.

## **20. Special Powers**

- 20.1 The Trustee may deposit all the deeds and documents that serve as evidence, represent and/or establish its right in connection with any asset held by it at that time, in a safe or in any other place of its choosing, with any banker or any bank or with any attorney, insofar as this is reasonable and coordinated with the Bank. If the Trustee has done this, he will bear no responsibility for any loss that may be incurred in connection with such deposit, provided that he did not act negligently.
- 20.2 As part of his execution of the trust's affairs pursuant to this Deed, the Trustee may act according to the opinion or advice of an attorney, accountant, appraiser, surveyor, broker or

other expert. Regardless of whether such an opinion or advice were given at the request of the Trustee or at the request of the Bank or in any other manner, the Trustee shall bear no responsibility to any losses or damages that may be caused as a result of any action or omission by him in reliance on such advice and/or opinion, provided that it did not act negligently.

- 20.3 Any such advice or opinion may be given, sent, or delivered by letter, telegram, telephone, facsimile or any other electronic means for transfer of information.
- 20.4 The Trustee shall not be allowed to interfere in any way with the management of the Bank's business or affairs, subject to the provisions of any law which may not be conditioned upon, provided it is not expressly stated otherwise in this Deed.
- 20.5 The Trustee shall use the trusteeship, the powers, authorizations and authority conferred upon him pursuant to this Deed, at his sole discretion, and - except in the event of fraud or negligence - will not bear responsibility for any damage caused due to errors in judgment made in good faith.
- 20.6 Any exemption from responsibility that was given to the Trustee pursuant to the provisions of this Deed, if any, is subject to the condition that the Trustee was not grossly negligent in carrying out the action (or omission), including in the exercise of judgment in respect of which the exemption was given, or did not act in malice, or in breach of a fiduciary duty or in breach of the provisions of the Deed of Trust and the Bonds.

## **21. The Trustee's power to engage agents**

As part of the management of the trust's business, the Trustee may appoint an agent that will act in his stead and pay his fees at the expense of the Bank, whether such agent is a lawyer or otherwise, in order to perform, or participate in, the performance of various business transactions and to take, or participate in, various actions that should be performed in connection with the trust, without derogating from the generality of the aforesaid, including the institution of legal proceedings, provided that such actions are reasonable under the circumstances, and the Trustee shall have the agent sign a non-disclosure agreement. The Trustee shall also be entitled to settle the reasonable fee of any such agent at the expense of the Bank, provided that he is allowed to do so pursuant to this Deed or pursuant to the fees agreement with the Bank, and the Bank will reimburse to the Trustee for any such expense upon receipt of demand to that effect from the Trustee, to the extent that the Trustee has given the Bank advance notice regarding the appointment of such agents and that the said expenses are reasonable under the circumstances. The appointment of an agent shall



not detract from the Trustee's duties pursuant to this Deed or pursuant to any law, nor will it detract from the Trustee's responsibilities in respect of his actions and the actions of his agents.

## **22. The Trustee's powers**

- 22.1 The Trustee shall not be obliged to inform any party whatsoever of the signing of this Deed.
- 22.2 Subject to the provisions of any law, the Trustee is not required to act in a manner that is not expressly specified in this Deed of Trust in order to become aware of any information, including about the Bank and/or in connection with the Bank's ability to meet its obligations to the Bond Holders and this is not part of its role as trustee.
- 22.3 Subject to the provisions of any law and to what is stated in this Deed of Trust, the Trustee undertakes, by signing this Deed, to maintain confidential any information provided to him by the Bank, not to disclose such information and not to use it for any purpose, unless such disclosure or use is required for the purpose of fulfilling his role under the Securities Law or court order.
- 22.4 The Trustee will be entitled to rely on the assumption in Section 26 below and to rely on the accuracy of the identity of unregistered Bond Holders, as submitted to the Trustee by any person whose name is listed as an attorney-in-fact in a power of appointment, if the identity of the holder was not specified in the power of appointment.
- 22.5 As part of his trusteeship, the Trustee may rely on any written document including a letter of instruction, a notice, request, agreement or certificate, which is expected to be signed or issued by a certain person or entity, which the Trustee believes in good faith has been signed or issued by such person or entity.

## **23. Indemnity of the Trustee**

- 23.1 The Trustee's fees and expenses shall be paid by the Bank in accordance with the provisions of the Deed of Trust. In addition, with respect to special matters that do not fall within the scope of the Bank's obligation to pay the Trustee's fees and expenses as set out in Section 19 above, the Trustee shall be entitled to be indemnified by the Holders of the Bonds or by the Bank, as the case may be, including in respect of reasonable expenses it incurred in connection with actions it performed pursuant to his obligations under the terms of This Deed or according to the law or at the demand of a competent authority or at the demand of the Bond Holders, provided that:
- 23.1.1 He may not demand indemnification in advance in respect of a matter than may be delayed.

23.1.2 The indemnity undertaking may include indemnification in respect of a tort liability, imposed on the Trustee pursuant to a final ruling or pursuant to a compromise to which the indemnifying party agreed towards a third party that is not a holder of the Bonds, provided that this indemnification undertaking shall apply subject to the following conditions:

23.1.2.1 Remedial expenses that were made or shall be made by him are reasonable.

23.1.2.2 The Trustee acted in good faith and this activity was carried out in the course of fulfilling his role, provided that the Trustee was not grossly negligent in carrying out the action or has not acted with malice.

23.1.3 Without derogating the compensation rights conferred upon a Trustee by law and subject to that which is stated in this Deed and/or in the Bank's obligations pursuant to this Deed, the Trustee, his proxy, manager, agent or another person who was appointed by the Trustee pursuant to this Deed, may receive indemnification out of the funds and investments to be received by the Trustee from the proceedings it instituted or which it obtained in any other manner, in connection with the obligations they have undertaken upon themselves, in connection with expenses that they expensed during the course of executing the trust or in connection with such actions, which in their opinion were required to execute the above and/or in connection with the use of the powers and permits given to them pursuant to this Deed as well as in connection with various legal proceedings, attorneys' opinion and other experts' opinions, negotiations, discussions, claims and demands with regard to any matter and/or thing that were carried out and/or were not carried out in any manner in connection with the matter under discussion, and the Trustee may withhold the funds he holds and pay out of those funds the amounts required for the payment of the said indemnification. All of the said amounts shall have preference over the rights of the Bond Holders and subject to the provisions of any law, provided that the Trustee has acted in good faith and in accordance with the obligations imposed upon it pursuant to any law and pursuant to this Deed, and provided that the Trustee did not act with gross negligence or malice.

23.2 Entitlement to indemnification:

23.2.1 **Will apply to the Bank** in any case where (1) the entitlement to indemnification is established under any and/or competent authority law and/or under the terms of the Deed of Trust; and (2) actions that were carried out and/or are required to be carried out at the demand of the Bank.:-

- 23.2.2 **Shall apply to the Holders** who were deemed Holders on the effective date (as defined in Section 23.4 below) in any case where (1) the entitlement to indemnification was established due to a demand by Bond Holders; (2) Failure by the Bank to pay the indemnification entitlement amount that applies to it in accordance with this Section 23.2.1 above. It should be clarified that the payment in accordance with subsection (2) above does not detract from the Bank's obligation to bear the indemnification entitlement in accordance with the provisions of Section 23.2.1 above.
- 23.3 It is hereby clarified that if the expenses were incurred by the Trustee in connection with an action executed at the demand of Bond Holders of a specific series issued by the Bank or in connection with actions relating to a specific series only, the indemnification shall be paid by the Bond Holders of that series; if the expenses were incurred in connection with Trustee's actions that do not pertain to a specific series only, indemnification will be paid by the Bond Holders on a pro-rata basis in accordance with the outstanding amounts of the par value of each series.
- 23.4 The effective date for determining a Holder's indemnification liability is as follows:
- 23.4.1 In any case where the indemnification liability is required due to a urgent decision or action required to prevent material adverse effect on the rights of Bond Holders without such decision or action first being approved by a Bond Holders meeting - the effective date for the liability shall be the end of the trading day on which the action was taken or the decision was made, and if such day is not a trading day, then the trading it preceding it.
- 23.4.2 In any case where the indemnification liability is required in accordance with a resolution of a Bond Holders meeting - the effective date for the liability shall be the effective date for participating in the meeting (as set in the meeting's convening notice), and such liability shall also apply to a Holder, who was not present or did not participate in the meeting.
- 23.5 Notwithstanding the provisions of this Section 23 above, whenever the Trustee sees fit, for the purpose of protecting and/or exercising the rights of the Bond Holders and/or whenever the Trustee will be required, pursuant to the provisions of This Deed and/or by law and/or a directive issued by a competent authority and/or pursuant to any law and/or at the demand of the Bank and/or at the demand of the Bond Holders, to institute legal proceedings and various actions pursuant to its obligation according to the Deed of Trust, the Trustee shall immediately convene a meeting of the Bond Holders in order to confirm their responsibility

for covering the expenses involved in the proceedings and actions which the Trustee shall institute, in which case, the amount deposited by each holder shall bear annual interest at a rate equal to the interest payable on the Bonds (as set out in the First Addendum) and shall take precedence in payment as set out in Section 9.1 above. In the event that the Bond Holders refuse to bear the expenses involved in the institution of the proceedings and the various actions taken by the Trustee, the Trustee shall not be required to institute the proceedings and various actions, provided that the matter under discussion is not one that cannot be delayed. It is hereby clarified that the Bond Holders' agreement to bear the indemnification amounts does not exempt the Bank from its obligations, should there be such obligations, pursuant to this Deed and/or in accordance with the law, to bear and cover expenses involved in the institution of proceedings and actions as aforesaid, without the aforesaid stipulating that the Bank is liable to bear the expenses where the Bond Holders refuse to bear the expenses involved in the institution of the proceedings. Furthermore, all funds to be received from disposal procedures and from various actions shall also be used to reimburse and cover the expenses which the Bond Holders as aforesaid. The aforesaid does not detract from the Trustee's duty to act in order to collect the funds from the Bank, where the Bank should have had to pay these funds. It should be clarified that, under circumstances where the Trustee is required to take urgent action and refraining from taking such action before meetings of the Bond Holders are convened by the Trustee shall cause material damage and/or loss to the Bond Holders, the Trustee shall not be entitled to refrain from taking urgent action as aforesaid until a meeting of the Bond Holders is convened.

## **24. Notices**

- 24.1 Any notice to the Bond Holders on behalf of the Bank or the Trustee shall be issued by reporting through the Israel Securities Authority's MAGNA reporting system. The Trustee may instruct the Bank to post a report and the Bank will be required to post any such report on the MAGNA system in the name of the Trustee, as worded and delivered in writing by the Trustee to the Bank, at the demand of the Trustee. In cases where this is required by law, the notice will also be issued by way of publishing a notice pursuant to the provisions of the law. Any notice published or sent as aforesaid shall be deemed to have been delivered to a Bond Holder on the date of the publication of the notice as aforesaid (whether on the MAGNA system or in a newspaper, as the case may be).
- 24.2 Any notice or demand on behalf of the Trustee to the Bank or on behalf of the Bank to the Trustee may be delivered by (1) certified mail according to the address specified in the Deed of Trust, or according to another address on which the Bank shall inform the Trustee or the Trustee shall inform the Bank in writing; (2) email or facsimile or (3) by courier. Any such

notice or demand shall be considered to have been received by the Bank: (a) if delivered by registered mail – three business days from the day on which it was delivered at the post office; (b) if delivered by email or facsimile (after verifying by phone that the notice was received) – one business day after the date on which it was delivered; (c) if delivered by courier – at the time it was delivered to the addressee by the courier or that the addressee was presented with it, as the case may be.

- 24.3 Copies of notices and summons the Bank shall deliver to the Bond Holders shall also be delivered by the Bank to the Trustee. It is clarified that, for the purpose of complying with the provisions of this Deed, a publication of a report on the MAGNA reporting system shall be viewed as sent to the Trustee.

## **25. Waiver, settlement and changes in the Deed of Trust**

- 25.1 Subject to the provisions of the Securities Law, the Trustee may waive - from time to time and at any time, if in his opinion this does not infringe the rights of the Bond Holders - any breach of or non-compliance with any of the terms and conditions of the Deed of Trust by the Bank, except with respect to the repayment date of the principal of the Bonds, the principal amount of the Bonds, the interest rate for the Bonds, the interest payment date in respect of the Bonds, grounds for calling for immediate repayment of the Bonds and with respect to reports the Bank is required to submit to the Trustee pursuant to the provisions of this Deed.
- 25.2 Subject to the provisions of the Securities Law and the Companies Law and the regulations promulgated thereunder, including Section 350 to the Companies Law and the provisions of the Insolvency Law, inter alia regarding the examination of whether Bond Holders have other interests, and after obtaining the advance approval of the Bond Holders' meeting, which was attended, in person or by proxy, by Bond Holders holding at least fifty percent (50%) of the outstanding par value of the principal of the Bonds, or in a deferred meeting which was attended by the Bond Holders in person or by proxy, holding at least twenty percent (20%) of the said outstanding amount, and which was passed with a majority of holders of at least two thirds of the par value of the Bonds represented in the vote, the Trustee may, whether before or after the principal of the Bonds becomes repayable, reach a compromise with the Bank in connection with any right or claim of the Bond Holders and to agree with the Bank on any settlement regarding any arrangement of the rights of the Bond Holders, including waiver of any right of the Bank or right of the Bond Holders or claim of the Bank and/or the Bond Holders towards the Bank and to agree to amend the terms and conditions of the Bonds.

25.3 Subject to the provisions of the Securities Law, the Trustee and the Bank may reach an agreement, whether before or after the principal of the Bonds becomes repayable, to change the Deed of Trust, provided that one of the following conditions is met:

25.3.1 The Trustee is convinced that the change does not harm the Bond Holders. The provisions of this Section shall not apply to changes made to the date of repayment of the Bonds, the amount of the Bond's principal, the rate of interest payable in respect of the Bonds, the date of payment of interest in respect of the Bonds, the grounds for demanding immediate repayment, any changes to the Trustee's identity or fees as per the Deed of Trust, or the appointment of a Trustee to replace a Trustee whose tenure ended, or in relation to reports the Bank is required to deliver to the Trustee pursuant to the provisions of this Deed.

25.3.2 The Bond Holders have agreed to the proposed change by a resolution passed in a meeting of Bond Holders attended by holders of at least fifty percent (50%) of the outstanding par value of the Bonds with a majority of at least two thirds of the par value of the Bonds represented in the vote or by such a majority in a deferred meeting of Bond Holders attended by holders of at least twenty percent (20%) of the said outstanding amount.

25.4 The Bank will issue an immediate report regarding any change and/or waiver as aforesaid, immediately upon execution thereof.

25.5 Where the Trustee has reached a compromise with the Bank after obtaining advance approval of the meeting of the Bond Holders as aforesaid, the Trustee shall be exempt from liability for this action, as approved by the general meeting, provided that by implementing the resolution of the general meeting the Trustee did not breach his fiduciary duty or acted in bad faith.

25.6 In any case where the Trustee uses his rights pursuant to this Section, he may but is not required to, demand that the Bond Holders deliver to him the Bonds Certificate for the purpose of entering a note regarding any compromise, waiver, change or amendment as aforesaid, and the Bank shall enter such a note at the request of the Trustee.

25.7 Without derogating from the above, the Bonds' terms may also be changed as part of an arrangement or settlement approved by the court pursuant to the provisions of the Insolvency Law.

**26. Bond Holders' Register**

- 26.1 The Bank shall maintain in its office a register of the Bond Holders (Series 185) separately, pursuant to the provisions of the Securities Law, which may be reviewed by any person whatsoever.
- 26.2 The Bond Holders' Register shall serve as prima facie evidence as to the correctness of the records contained therein. In case of a discrepancy between the Bond Holders' Register and a Bonds Certificate, the evidentiary value of the Bond Holders' Register supersedes the evidentiary value of the Bonds Certificate.
- 26.3 The Bank shall not be required to record in the Bond Holders' Register any notice of explicit, implicit or estimated trust, nor any encumbrance or charge of any type or any equitable right, claim or offset or any other right in connection with the Bonds. The Bank shall only recognize 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 a Registered Holder and any person entitled to the Bonds as a result of bankruptcy of a Registered Holder (and, in the case of a corporation – as a result of a liquidation thereof), may be registered as the holders of such Bonds after providing evidence to the satisfaction of the Bank, of their right to be registered as the holders thereof.

**27. Replacing the Trustee and expiry of its tenure**

- 27.1 The tenure of the Trustee and its expiry and the appointment of a new Trustee shall be subject to the provisions of the Securities Law.
- 27.2 A Bond Holders' resolution regarding the termination of the Trustee's tenure and his replacement with another trustee shall be passed in a meeting attended by at least two holders who hold 50% of the outstanding par value of the Bonds or in a deferred meeting attended by at least two holders who hold at least 10% of the outstanding par value of the Subordinated Bonds; such resolution shall be passed with a majority required to pass a Special Resolution.
- 27.3 Subject to the provisions of any law, the Trustee whose tenure has expired shall continue to serve until the appointment of another trustee. The Trustee shall transfer to the new trustee all documents and amounts which it has collected in connection with the trust that is the subject matter of the Deed of Trust and shall sign any documents required for this purpose. Each new trustee shall have the same powers, duties and powers and will be able act, for all intents and purposes, as if he was appointed Trustee from the outset.

27.4 The Bank will publish an immediate report in any case where a trustee resigns and/or a new trustee is appointed.

**28. Bond Holders' Meeting**

Bond Holders' meetings shall take place as outlined in the Second Addendum to this Deed.

**29. Reporting to the Trustee**

As long as there will be outstanding Bonds for which the Trustee serves as trustee and as long as any payment is to be made thereunder, the Bank will provide to the Trustee with:

29.1 Audited financial statements of the Bank for the fiscal year ended on December 31 of the previous year, shortly after the publication thereof and no later than the dates specified in the Securities Law.

29.2 Any quarterly report, shortly after the publication thereof, to which the Bank will attach the review report of its independent auditor in connection therewith.

29.3 No later than two weeks after the publication of annual financial statements, the Bank's approval as to the execution of the interest payments due before the date of approval and the date of payment thereof, as well as the balance of outstanding Bonds as of the effective date for payment of the interest, and confirmation from the Bank to the effect that it did not breach this Deed, in relation to the period from the latest of the Deed's date or the date of the previous confirmation submitted to the Trustee through the date on which such confirmation is issued.

29.4 A copy of every document delivered by the Bank to the Bond Holders and the details of any information that the Bank delivers to them in any other manner, and any additional information pursuant to a reasonable demand by the Trustee and subject to the provisions of any law and the non-disclosure commitment.

29.5 Any other report which the Bank is required to deliver to the Trustee pursuant to the law.

29.6 A report will be provided regarding any change in the rating of the Bonds or the discontinuation of rating, by the rating agency.

It is clarified that, for the purpose of complying with the provisions of this Deed, the publication of a report on the MAGNA reporting system shall be viewed as having been sent to the Trustee.



**30. Addresses**

For purposes of this Deed, the addresses of the parties shall be as set forth in the preamble to this Deed, or any other address in respect of which a proper notice was given in writing.

**31. MAGNA Authorization**

By signing this Deed, the Trustee authorizes the Bank's authorized electronic signatories to sign in his name and in his stead an electronic copy of the Deed of Trust for the purpose of transmission thereof on the MAGNA as required in the Securities Regulations (Electronic Signature and Reporting), 2003.

**32. Exercise of Rights Pursuant to the Deed and Bonds**

Unless stated otherwise, the provisions of the Deed of Trust shall apply to Bonds that will be held from time to time by any holder of the Bonds (Series 185).

Subject to the provisions of any law, the Bond Holders may exercise their rights pursuant to the Bonds and the Deed of Trust only through the Trustee or pursuant to a resolution of a general meeting of the Bond Holders, in the manners listed in the Bonds Certificate and in the Deed of Trust. Despite the aforesaid, where the Trustee does not comply with the provisions of the Deed of Trust and the provisions of the Bonds Certificates, Bond Holders will be entitled to exercise their rights, including pursuant to a resolution of the general meeting.

**33. The Trustee's Liability**

33.1 Notwithstanding the provisions of any law and the provisions of the Deed of Trust, insofar as the Trustee has acted to execute his role in good faith and within a reasonable amount of time, and also clarified the facts that a reasonable trustee would have clarified under the circumstances, he shall not be held liable toward a holder of the Bonds for damage caused to such holder as a result of the Trustee's exercising his judgment pursuant to Sections 35H(d1) or 35I1 of the law, unless the plaintiff proves that the Trustee acted in gross negligence. It is hereby clarified that where discrepancy arises between the provisions of Section 33.1 and other provisions in the Deed of Trust, the provisions of Section 33.1 shall prevail.

33.2 Where the Trustee acted in good faith and without negligence pursuant to the provisions of Sections 35H(d2) or 35H(d3) of the Law, he shall not be held liable for the execution of such action.

**34. Other Agreements**

Subject to the provisions of any law and the limitations imposed on the Trustee by law, the execution of the Trustee's duties pursuant to this Deed, or his very status as Trustee, shall not prevent the Trustee from engaging in various contracts with the Bank, or from entering into transactions with the Bank in the ordinary course of the Trustee's business.

**35. Governing law and jurisdiction**

This Deed of Trust and its appendices and addenda shall be governed solely by Israeli law. In any matter that is not referred to in this Deed and in any case of a discrepancy between the provisions of the law that may not be conditioned upon and the provisions of this Deed, the parties shall act in accordance with the provisions of Israeli law that may not be conditioned upon.

The only Court that will have jurisdiction to discuss matters pertaining to the Deed of Trust shall be the competent Court of Tel Aviv-Jaffa.

**In witness whereof the parties have signed:**

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**Bank Leumi le-Israel B.M.**

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**Strauss, Lazer Trustees (1992) Ltd.**

I the undersigned, Ronny Cohen the legal counsel for Bank Leumi le-Israel B.M. (hereinafter – the “**Bank**”), hereby confirm that This Deed of Trust has been lawfully signed by the authorized signatories of the Bank.

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**Ronny Cohen, Adv.**

I the undersigned, Inbar Lazer, legal counsel for Strauss, Lazer Trustees (1992) Ltd. (hereinafter – the “**Trustee**”), hereby confirm that this deed has been lawfully signed by the authorized signatories of the Trustee.

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**Inbar Lazer, Adv.**

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## First Addendum to the Deed of Trust – Bond

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### Bank Leumi le-Israel B.M.

**Registered Bonds (Series 185) of NIS 1 p.v. each**

No. \_\_\_\_

Total par value \_\_\_\_\_

1. This certificate attests that Bank Leumi le-Israel B.M. (hereinafter – the “**Bank**”) shall pay registered holders (as defined in the terms and conditions listed overleaf) of this Bond the amounts it has undertaken to pay as set out in the terms and conditions listed overleaf and in the Deed of Trust dated December 19, 2023 that was drawn up and signed by the Bank on the one hand and by Strauss, Lazer Trustees (1992) Ltd. as the Trustee on the other hand (hereinafter – the “**Deed of Trust**”) and its appendices. It is clarified that the provisions of the Deed of Trust constitute an integral part of the terms and conditions of the Bonds.
2. The Bonds are not secured by collateral, as indicated in Section 5 to the Deed of Trust.
3. The Bonds shall be repayable pari passu without anyone having a senior right over another.
4. This Bond is issued subject to the terms and conditions set out overleaf and in the Deed of Trust.

Signed with the Bank’s stamp, which was stamped on: \_\_\_\_\_

\_\_\_\_\_  
**Bank Leumi le-Israel B.M.**

#### Attorney's Certification

I the undersigned \_\_\_\_\_, Adv. the legal counsel of Bank Leumi le-Israel B.M. (hereinafter – the “**Bank**”), hereby confirm that this certificate has been lawfully signed by the authorized signatories of the Bank.

\_\_\_\_\_  
\_\_\_\_\_, Adv.

## **Terms and Conditions Written Overleaf**

### **1. General**

- 1.1.** This Bond (Series 185) is issued pursuant to the Deed of Trust drawn up and signed on [\_] 2023 between the Bank of the one hand and Strauss, Lazer Trustees (1992) Ltd. as a trustee on the other hand (hereinafter – the “**Deed of Trust**”).
- 1.2.** The Bonds (Series 185) will have equal seniority amongst themselves (pari passu) without a right of seniority or preference of any one over the other.
- 1.3.** The terms and conditions of the Bonds (Series 185) (the terms and conditions written overleaf) are an integral part of the provisions of the Deed of Trust and the provisions of the Deed of Trust shall be deemed to have been expressly included in the terms and conditions of these Bonds. In the event of a discrepancy between that which is stated in this Bond and that which is stated in the Deed of Trust, the provisions of the Deed of Trust shall prevail.

### **2. Definitions**

- 2.1.** The terms in this Bond shall have the meaning given to them in the Deed of Trust, unless the content or context imply otherwise, or if they were expressly defined otherwise in this Bond.
- 2.2.** Reference in this Bond to the plural shall also mean the singular and vice versa, reference to the masculine shall also mean the feminine and vice versa, and reference to a person shall also mean a corporation, all provided that this Bond does not contain any expressed and/or implied contrary provision.

- 2.3.** The terms set out below in the Bond shall have the meaning assigned thereto next to them, unless it is expressly defined otherwise in the Bond:

The <b>“Bonds”</b> -	- Bonds (Series 185);
<b>“First Offering Report”</b>	- The Shelf Offering Report under which the Bonds will be initially issued;
<b>“Consumer Price Index” or “Index”</b>	- The price index known as the “Consumer Price Index” which includes vegetables and fruit and is published by the Israel Central Bureau of Statistics and including such index even if it is published by any other official entity or institution that will replace the Israel Central Bureau of Statistics, and including any other official index which shall replace the aforementioned index, whether or not based on the same data and calculations on which the existing index is based;  If the Index is replaced by any such entity or institution, such an entity or institution shall determine the ratio between the other index and the replaced index, and where such ratio was not determined as aforesaid, it will be determined by the Israel Central Bureau of Statistics, and where that ratio is not determined as aforesaid, it will be determined by the Trustee, in consultation with economic experts he shall select and whose identity shall be approved by the Bank;
<b>“Basic Index”</b>	- The Consumer Price Index published on December 15, 2023 in respect of November 2023;
<b>“Known Index”</b>	- The last known Index;
<b>“Payment Index”</b>	- The Known Index on payment date;
<b>“Entitled Party”</b>	- A Bond Holder entitled to a principal or interest payment pursuant to the terms and conditions of the Bonds.

### **3. Repayment Date of the Principal of the Bonds**

- 3.1.** The Bonds’ Principal will be repaid in ten (10) equal semi-annual installments on February 28 and August 31 of each of the years 2025 through 2029, and each such repayment shall constitute 10% of the original Bonds’ Principal.
- 3.2.** Repayment of the principal shall be carried out against delivery to the Bank of the Bonds Certificates on the payment date, at its registered office or any other location regarding which the Bank will give notice, no later than five (5) business days prior to the payment date. For the avoidance of doubt, it is clarified that whoever is not registered in the Bond Holders Register of the Bank on the effective date for any payment will not be entitled to that payment.
- 3.3.** The principal payment shall be made subject to the linkage terms set out in Section 5 below.

### **4. Interest on the Bonds**

- 4.1.** The Unpaid Principal of the Bonds will bear a fixed annual interest rate at a rate to be determined in the Tender under which the Bonds (Series 185) will be offered and its rate will

be specified in an immediate report regarding the results of the offering (hereinafter - the **“Annual Interest”**).

- 4.2. The interest will be paid to the Bond Holders twice a year on February 28 and August 31 of each of the years 2024 through 2029, for a period of six (6) months ended on the day preceding the payment date, except for the First Interest Payment, which will be paid on February 28, 2024 in respect of the period beginning on the First Trading Day following the Tender Date of the Bonds until February 27, 2024 (hereinafter - the **“First Interest Payment”**).
- 4.3. The interest rate in respect of the First Interest Payment shall be calculated in accordance with the number of days in this period, which shall begin on the First Trading Day following the Tender Date Bonds and end on February 27, 2024, on the basis of 365 days per year (hereinafter – the **“Interest Rate on the First Interest Payment”**).
- 4.4. Until the first trading day following the Tender that will be carried out in accordance with the First Offering Report, the Bank will publish the Interest Rate on the First Interest Payment as part of an immediate report as well as the annual interest rate and the semi-annual interest rate.
- 4.5. The interest payments will be made to the people whose names shall be registered at the Bond Holders Register on the dates detailed above (hereinafter - the **“Effective Date”**). Repayment of the last principal payment shall be carried out upon the repayment of the Bonds’ Principal, against delivery to the Bank of the Bonds Certificates on the payment date, at its registered office or any other location regarding which the Bank will give notice, no later than five (5) business days prior to the payment date. It is clarified that those not registered in the Bonds Register on the effective date shall not be eligible for payment of interest in respect of the period preceding that date.
- 4.6. The Bonds will initially be issued at their par value, and therefore - at no discount.
- 4.7. The interest payments shall be subject to the linkage terms set out in section 5 below.

## 5. **Linkage of the principal and interest**

6. The Unpaid Principal of the Bonds and the interest of the Bonds shall be linked to the Basic Index as defined above, as follows: If it transpires on the effective date for any payment of principal or interest, as the case may be, that the Payment Index has increased or decreased compared to the Basic Index, the Bank will increase or decrease the payment of principal or interest, as the case may be, proportionately to the rate of increase or decrease of the Payment Index over the Basic Index. It should be noted that the linkage method of the principal and interest shall not change throughout the life of the Bonds. **Provisions regarding the payments:**

- 6.1.** Payment to entitled parties will be effected by check or by bank transfer, in favor of the bank account of the persons whose names are listed in the Register of Bonds (Series 185), and which will be noted in the details which will be submitted in writing to the Bank in advance, in accordance with the provisions of Section 6.2 below. If the Bank is unable to pay any amount to the entitled parties, due to reasons over which it has no control, the provisions of Section 11 of the Deed of Trust will apply.
- 6.2.** A Bond (Series 185) Holder shall notify the Bank in writing of his bank details for purposes of crediting payments to that Bond Holder pursuant to the terms of Bond (Series 185) as described above, or of a change in his bank details or his address, as the case may be; such notice will be issued to the Bank by certified mail; however, the Bank shall only be required to act in accordance with the Bond Holder's notice if such notice reaches its registered office at least fifteen (15) business days before the date fixed for any payment under the Bond. If the notice is late to arrive at the Company, the Bank will act according to the notice only in respect of payments due after the date of payment close to the date of receipt of the notice.
- 6.3.** Where a Bond Holder eligible to such payments did not provide the Bank with his bank details in advance, any payment on account of principal and interest shall be made by check sent by certified mail to his last address recorded in the Register of Bonds (Series 185). Posting a check to an Entitled Party by registered mail, as aforesaid, will be considered, for all intents and purposes, as payment of the amount that is specified therein, on the date on which it was posted as aforesaid, provided that it was paid upon its proper presentation for collection.
- 6.4.** In any case where a payment date of a principal and/or interest amount takes place on a day which is not a business day, the payment date will be postponed to the first business day thereafter, without any amount being added, and the effective date for the purpose of determining entitlement to redemption or interest will not change as a result thereof.
- 6.5.** Any mandatory payment required by law shall be deducted from any payment in respect of the Bonds (Series 185).

**7. Early Redemption of the Bonds**

If the Stock Exchange decides to delist the Bonds because the value of the series of the Bonds is less than the amount stipulated in the Stock Exchange's Rules and Regulations and guidance regarding the delisting of bonds, the Bank shall not exercise early redemption. The Bonds shall be delisted and all the tax consequences resulting therefrom shall apply.

It is clarified that in no case shall the Bank be entitled to initiate early redemption of the Bonds.

**8. Immediate Repayment**

For details regarding the right to call for immediate repayment of the Bonds (Series 185), see Section 7 of the Deed of Trust.

## **9. Bonds Certificates and their Split**

- 9.1.** Each Bond certificate may be split into several Bond certificates, such that the aggregate amount of all principal amounts specified in those certificates will be equal to the principal amount specified in the certificate being split, provided that such certificates shall be issued only at a minimum of NIS 1,000 (one thousand) par value or multiples of this amount together with one additional certificate in respect of the remaining balance (if any).
- 9.2.** The splitting of the Bond certificate as described above will be carried out in accordance with an application for a split signed by the registered Bond Holder or his legal representatives, which will be delivered to the Bank at its registered office, together with the certificate of the Bond whose split is requested.
- 9.3.** The split shall be carried out within seven (7) days from the date on which the certificate was delivered at the Bank's registered office. The certificates of the new Bonds to be issued as a result of the split shall each have a par value in whole New Israeli Shekels.
- 9.4.** All expenses involved in the split, including taxes and levies, if any, shall be payable by the party requesting the split.

## **10. Transfer of the Bonds**

- 10.1.** The Bonds may be transferred in respect of any par value amount, provided that such amount is in whole New Israeli Shekels. Any transfer of the Bonds that is not executed on the Stock Exchange shall be carried out in accordance with a Deed of Transfer drawn up in the format normally used for the transfer of shares, duly signed by the Bond Holder or his legal representatives, as well as by the transferee or his legal representatives; the Deed of Transfer will be delivered to the Bank at its registered office, together with the certificates of the Bonds transferred thereunder, and any other reasonable evidence required by the Bank in order to prove the transferor's right to transfer the relevant Bonds.
- 10.2.** Subject to the above, the provisions applicable to the manner of transfer of shares shall apply, *mutatis mutandis*, to the manner of transfer and endorsement of the Bonds.
- 10.3.** Where taxes or any other mandatory payment is imposed on a transfer letter of the Bonds, the Bank will be provided with reasonable evidence of the payment thereof, to the satisfaction of the Bank.
- 10.4.** In case of a transfer of only a part of the amount of Principal as stated in this Certificate, the Certificate will first be split, in accordance with the provisions of Section 9 above, into several Bond Certificates, as required, in a manner whereby the total sum of all Principal amounts specified therein will be equal to the specified Principal amount of the aforementioned Bond Certificate.



**10.5.** Once all of those conditions are complied with, the transfer will be recorded in the Register and the transferee will be subject to all the terms set in the Deed of Trust and the Bond in respect of that series.

**10.6.** All expenses, fees and commissions associated with the transfer shall apply to the party requesting the transfer.

**11. Replacement of the Bond Certificate**

In the event that a Bond certificate is worn out, lost or destroyed, the Bank may issue a new Bond certificate in its place, subject to the conditions set by the Bank with respect to evidence, indemnity and payment of an appropriate fee to cover the expenses incurred by the Bank in establishing the Bond's ownership right, as the Bank deems fit, provided that in the event of the Bond's wearing out, the worn out certificate will be returned to the Bank before a new certificate is issued. Levies and other expenses involved in the issuance of the new certificate shall apply to the person requesting the issuance of such certificate.

**12. Changes in the Bonds' Terms and Conditions**

Any amendment, waiver and/or settlement on any matter associated with the terms of the Bonds, and the rights arising therefrom, will be invalid unless it has been made in accordance with the provisions of Section 25 of the Deed of Trust.

**13. Applicable Law and Jurisdiction**

For details regarding the applicable law and jurisdiction, see Section 35 of the Deed of Trust.

**14. Notices**

Notices will be given in accordance with the provisions of Section 24 of the Deed of Trust.

**15. Bond Holders' Register**

For the provisions regarding the Register of Bond Holders, see Section 26 of the Deed of Trust and the provisions of the Securities Law.

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## Second Addendum to the Deed of Trust - Meetings of the Bond Holders

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Bond Holders' meeting shall be subject to the provisions of the Securities Law, as well as the following provisions:

1. The Trustee will convene a Bond Holders' meeting at the request of one or more Bond Holders holding at least five percent of the outstanding par value of the Bonds. Furthermore, the Trustee or the Bank may, if they deem it necessary, summon the Bond Holders to a Bond Holders' meeting. If the Bank convenes such a meeting, it is required to notify the Trustee, in writing, of the place, date and time at which the meeting is to be held, as well as of the matters that will be discussed therein, and the Trustee or a representative on his behalf may participate in such a meeting without having a voting right. Where the meeting is convened at the request of Bond Holders, the Trustee may demand from those who requested the convening of the meeting indemnification for the reasonable costs involved therein.

It is clarified that an indemnification demand by the Trustee will not have an adverse effect on the convening of a meeting convened for the purpose of carrying out an action which is intended to prevent the infringement of the rights of the Bond Holders and such an indemnification demand will not detract from the Bank's duty to bear the expenses involved in the convening of the meeting.

A Trustee who was asked to convene a holders' meeting by holders as described above, shall convene the meeting within 21 days from the day on which the request to convene such meeting was made, for a date as set out in the summons, provided that the date of the meeting shall not be earlier than seven days and not later than 21 days from the date of the summons; however, the Trustee may bring forward the meeting to a date that is at least one day after the date of the summons, if he believes that such action is required in order to protect the holders' rights.

2. Any Bond Holders' meeting shall take place in Israel, at the Bank's registered office or any other location announced by the Bank and/or Trustee, and the Bank shall bear the reasonable costs of convening the meeting, whether or not such a meeting takes place at the Bank's registered office.
3. A summons for such a meeting by the Trustee, for consultation with the Bond Holders only, shall be published at least one day before the convening of said meeting ("**Consulting Meeting**"). A Consultation Meeting does not require an agenda and no resolutions shall be made therein.
4. The Nominee Company shall not use the voting rights of the Bonds registered in its name in the Register of Bond Holders, and such voting rights shall be conferred upon the Holder or any person named by him, provided that the holder received from the Nominee Company a power of appointment empowering him to vote.

5. No resolution lawfully passed in a meeting convened as aforesaid shall be disqualified, even if due to error, if notice thereof was not given to all Bond Holders, or if such notice was not received by all Bond Holders. The provisions of this Section shall apply if the summons for the meeting (or for a deferred meeting, as the case may be) was also delivered through the MAGNA system.
6. Any notice given by the Bank and/or the Trustee to the Bond Holders shall be delivered in accordance with the provisions of Section 24 to the Deed of Trust.
7. A Bond Holders' meeting shall be opened after it is proven that the legal quorum required for commencement of discussions is present, as follows:
  - 7.1. Subject to the provisions of the Securities Law and other provisions regarding legal quorum set out in the Deed of Trust, a legal quorum shall be constituted at any other meeting if it is attended, in person or by proxy, by at least two (2) Bond Holders who hold or represent together at least 25% of the Unpaid Balance of the Par Value of the Bonds at that time, and in a deferred meeting – if it is attended by two (2) such Bond Holders having no regard to the par value of Bonds they hold.
  - 7.2. In a meeting convened to pass a Special Resolution, a legal quorum shall be constituted if it is attended, in person or by proxy, by Bond Holders who hold or represent together at least 50% of the Unpaid Balance of the Par Value of the Bonds at that time, and in a deferred meeting – if it is attended by Bond Holders who hold or represent at least twenty (20%) of the par value of the said balance.
8. Meetings convened for the purpose of passing a resolution to call for immediate repayment shall be subject to the provisions of Section 7 to the Deed of Trust.
9. A holder who is a controlling shareholder of the Bank, a relative thereof or any corporation controlled by any of them (hereinafter – a **“Related Holder”**) shall not be taken into account for the purpose of determining the legal quorum at a meeting of holders, and their votes shall not be counted in the number of votes cast in such a meeting.
10. If, within half an hour from the time designated for the commencement of such meeting, no legal quorum is present, the meeting shall be adjourned to another date no sooner than two Business Days after the effective date set for the Original Meeting, or one Business Day, if the Trustee believes this is required to protect the rights of the holders; if the meeting was adjourned, the Trustee shall give the reasons for the adjournment in the report regarding the convening of the meeting and it may do so in the notice of convening the Original Meeting.
11. In the event that a legal quorum is not present in a Deferred Holders' Meeting, as specified in Section 10 above, one half hour after the time scheduled for it, the meeting will be held with any number of participants whatsoever, unless another requirement has been prescribed in the Securities Law.

12. The Trustee or a resolution passed by a ordinary majority of voters during a meeting attended by a legal quorum may, from time to time, decide to postpone the continuation of the meeting (hereinafter - the “**Original Meeting**”), the discussion or the passing of a resolution on a topic listed on the agenda to another date and place as decided by the Trustee or the meeting (hereinafter - “**Subsequent Meeting**”). Only topics which were on the agenda and in respect of which no resolution was passed will be discussed in a Subsequent Meeting.
13. The Trustee may declare that the Original Meeting and/or the Subsequent Meeting will be split into class meetings for discussion purposes. The classes shall be determined at the Trustee's sole discretion.
14. Where a Bond Holders’ meeting was adjourned without changing its agenda, summons for the new date for the Subsequent Meeting shall be issued as soon as possible and no later than 12 hours before the Subsequent Meeting; the said summons will be given in accordance with the provisions of Section 24 to the Deed of Trust.
15. A person or persons who will be appointed by the Trustee, the Bank and any other person or persons who will be authorized for this purpose by the Bank, may attend the Bond Holders’ meetings without any voting rights. If, at the Trustee’s discretion, a discussion in part of the meeting should be held without the presence of the Bank’s representatives, the Bank’s representatives or anyone acting on its behalf shall not attend that part of the meeting. Notwithstanding the provisions of Section 15, the Bank may attend the opening of the meeting in any event in order to express its position regarding any topic on the agenda of the meeting, and/or in order to present a particular issue (as the case may be).
16. Any resolution will be passed by counting the votes cast.
17. At every meeting of holders, the Trustee or anyone appointed by the Trustee shall serve as the chairman of that meeting. The chairman may determine that votes will be cast by using voting slips or by voting during the course of the meeting. Where the chairman determined that votes will be cast using voting slips, the Trustee will ensure that the text of the voting slip shall be posted on the MAGNA system and will set the time at which the vote will be closed and by which the holders should send to the Trustee their voting slips, after they have filled them out and signed them according to law. The Trustee may demand that holders declare within the voting slip whether or not they have conflicting interests. A holder who will not fill out the voting slip in full and/or will not prove his entitlement to participate and vote in the meeting in accordance with provisions and dates set by the chairman of the meeting shall be considered as not having delivered a voting slip and therefore as having opted not to vote on the matter(s) included in the voting slip. Accordingly, the Trustee may, at his own discretion and subject to any law, hold meetings by voting slips and without convening them, as well as to hold votes by voting slips in a deferred meeting not attended by the legal quorum required to pass a resolution, provided that through the date set for that purpose

in a notice on convening the meeting or on holding a vote, as the case may be, the Trustee will receive voting slips from holders who constitute the legal quorum required to pass a resolution in an Original Meeting or in a deferred meeting, as the case may be.

- 18.** Where a Bond Holders' meeting is convened (regardless of whether it was convened by the Bank, the holders or the Trustee), the Trustee will examine whether the Bond Holders have a conflict of interests between an interest that stems from their holding of the Bonds and any other interest they may have, as determined by the Trustee (hereinafter – a **“Other Interest”**). The Trustee may demand that a holder who participates in the meeting inform the Trustee, prior to voting, of any Other Interest he has and also whether he has such a conflict of interests.

Without derogating from the generality of the above, any of the following shall be considered to have a conflicting interest:

- 18.1. A Bond Holder which is a controlled corporation (as defined in Section 6.3 of the Deed of Trust);
  - 18.2. A Bond Holder who served as an officer of the Bank close to the date of the event that underlies the resolution to be voted on in the meeting;
  - 18.3. Any holder in respect of whom the Trustee determined that he has a “conflicting interest” pursuant to the following and subject to any law and/or any provision of a competent authority including: Any holder that will provide to the Trustee a written statement to the effect that he has any material personal interest that deviates from the interest of all the Bond Holders in the relevant Bond Holders' meeting. A holder who shall not provide such a written statement after he has been asked to do so by the Trustee, shall be considered as someone who has declared that he has such a vested interest and the relevant trustee shall determine in respect of them that they have a conflicting interest. Without derogating from the provisions of Section 18, the Trustee shall examine whether a holder has a “conflicting interest” after considering the holder's holdings in other securities of the Company and/or securities of any other corporation which is relevant to the resolution presented for the approval of the meeting (as described in the voting slip), in accordance with that holder's statement.
- 19.** It should be clarified that such an examination of conflict of interests, where the Trustee believes that it is required, shall be held separately for each and every resolution on the agenda of the meeting and also separately for each and every meeting. It should also be clarified that declaring a holder as having a Interested Party in any resolution or meeting does not, in and of itself indicate that the holder has another interest in another resolution on the agenda of the meeting or that he has Another Interest in other meetings.

20. For the purpose of assessing conflict of interests as aforesaid, the Trustee may rely on a legal opinion that he commissions, and the provisions of the Deed of Trust regarding bearing of expenses shall apply to such an opinion.
21. When counting the votes cast as part of voting in a holders' meeting, the Trustee shall not take into account the votes of holders that did not comply with its demand as set out in section 18 above or the votes of holders in respect of whom he found that a conflict of interests exists as stated in that section. Despite the aforesaid, where the total holdings of the holders who participate in the vote and who do not have a conflicting interests is lower than five (5) percent of the outstanding par value of the Bonds of the relevant series, the Trustee shall also count the votes of the holders who have conflicting interests.
22. Each holder, whether attending the meeting in person or by proxy, will have one vote in respect of NIS 1 par value of the total outstanding principal of the Bonds by virtue of which he is entitled to vote.
23. Where a bond is jointly held, only the vote of the person who is registered first in the Bond Holders' Register shall be counted.
24. An Bond Holder may use some of his votes to vote in favor of a proposed resolution, another portion of his votes to vote against the proposed resolution and another portion of his votes to abstain, all as he deems fit.
25. For purposes of counting abstaining votes in resolutions passed in a meeting, no distinction will be made between those having a 'conflicting interest' and those not having a "conflicting interest".
26. An instrument of appointment of an agent shall be drawn up in writing and signed by the appointer or by his proxy who was duly authorized in writing to do so. Where the appointer is a corporation, the appointment will be drawn out in writing, stamped with the corporation's stamp and signed by the authorized signatories of the corporation, and the appointee may act on behalf of the corporation he represents.
27. The instrument of appointment of an agent will be drawn up in any form that will be acceptable to the Trustee.
28. The agent is not obliged to be a Bond Holder himself.
29. The instrument of appointment and the power of appointment or the other certificate according to which the instrument of appointment or a certified copy of such power of appointment shall be delivered to the Trustee by the time of opening of the meeting, unless otherwise determined in the notice regarding the convening of the meeting.
30. A vote cast pursuant to the terms set out in the document that appoints an agent shall be valid even if the appointer has passed away, or was declared legally incompetent prior to the vote, or if the

instrument of appointment was revoked, or if the Bond in respect of which the vote was cast was transferred, unless a notice was received at the Bank's registered office prior to the meeting regarding the death of the appointer, or a declaration regarding legal incompetency, the revocation or transfer, as the case may be.

- 31.** A vote cast pursuant to the terms and conditions set out in the document that appoints a proxy shall be valid even if: (1) the appointer has passed away, or was declared legally incompetent, or (2) if the instrument of appointment was revoked after the appointment, or (3) if, after the vote, the Bond in respect of which the vote was cast was transferred, unless a notice was received at the Bank's registered office or another address to be announced by the Bank or Trustee, prior to the meeting or vote, a written announcement regarding the death of the appointer, or a declaration regarding his incompetency, or the revocation or transfer thereof, as the case may be.
- 32.** The Trustee shall draw up minutes of the meeting of the Bond Holders, which shall be recorded in the register of minutes and kept in the Trustee's registered office for a period of seven years from the date of the meeting. The minutes of each such meeting shall be signed by the meeting's chairman, and each such signed minute shall serve as a prima facie evidence of what is stated therein, and unless there is evidence to the contrary, any resolution that was passed in such a meeting shall be deemed to have been duly passed. The Trustee may draw up minutes of a meeting or parts thereof by means of a recording.
- 33.** The register of minutes of the holders' meetings shall be maintained at the Trustee's office and shall be available for perusal by the Bank and Bond Holders.
- 34.** The announcement of the chairman of the meeting that a resolution had been passed or rejected, and the entry made to that effect in the register of minutes, shall be prima facie evidence thereof.