Israel Electric Corporation Ltd.

Invitation for Pre-Qualification

To Participate In A Tender for the Submission of Bids to Purchase the Alon Tavor Production Site

Appendices and Pre-Qualification Forms

Revised Version – January 3rd, 2019
Table of Appendices and Pre-Qualification Forms

Appendix 1 – Definitions and Interpretations.
Appendix 2 – General Description of the Property.
Appendix 3 – Site Diagram.
Appendix 4 – List of Advisors to the Tender Committee.
Pre-Qualification Form A – The Pre-Qualification Submission Letter.
Pre-Qualification Form B – The Participant.
Pre-Qualification Form C – The Members of the Participant.
Pre-Qualification Form D – The Related Entity.
Pre-Qualification Form E – The Participant and its Major Subcontractor.
Pre-Qualification Form E1 – The Major Subcontractor.
Pre-Qualification Form F – Authorized Representative.
Pre-Qualification Form G – Undertaking to Maintain Confidentiality.
Pre-Qualification Form H1 – Entrepreneurial Experience.
Pre-Qualification Form H2 – Operation and Maintenance Experience.
Pre-Qualification Form H3 – Construction Experience.
Pre-Qualification Form H4 – Ownership Experience.
Pre-Qualification Form I1 – Financial Robustness – The Participant.
Pre-Qualification Form J – Financial Robustness – Auditor Certification.
Pre-Qualification Form K – Letter of Guarantee.
Pre-Qualification Form L – Affidavit with Respect to Compliance with the Provisions of the Transactions with Public Entities Law.
Appendix 1 – Definitions and Interpretations

1. Definitions

In This Invitation (including the appendices hereto), each of the following terms will have the meaning that is set forth next to it, unless expressly otherwise stated, or unless that meaning is not consistent with the content and context of the matter.

1.1 “Addendum to This Invitation” – As this term is defined in Section 4.7.4 of the Invitation.

1.2 “Alon Tavor Properties” or “Properties Sold” – As set forth in Appendix 2 to the Invitation (General Description of the Properties Sold), and as will be set forth in greater detail in the Sale Contract.

1.3 “Anticipated Holdings” – Shall mean the intended share of holdings of each member in the Participant, as described in the Pre-Qualification Form "C".

1.4 “As Is” – As this term is defined in Section 3.3.4 of the Invitation.

1.5 “Assets Under Management” – Shall mean the agreement of all capital commitments and contributions made available to a fund, or funds under common Control, by the limited partners.

1.6 “Authorized Representative” – As this term is defined in Section 4.5.1 of the Invitation.

1.7 “Bidder” – An Eligible Participant that submitted a bid in the Tender Stage.

1.8 “Buyer” – The Bidder, the bid of which will be selected in the Tender as the winning bid for the purchase of the Alon Tavor Properties in accordance with the Tender Documents, and with which the Company will engage in the Sale Contract.

1.9 “Commitment” – Shall mean the overall amount of all financial commitments made available to a Private Investment Fund by its limited partners.

1.10 “Committee for the Promotion of Competition and Reduction of Centralization” – The Committee for the Promotion of Competition and Reduction of Centralization, which operates under the Promotion of Competition and Reduction of Centralization Law, 5774-2013.

1.11 “Company” or “Israel Electric Corporation” – The Israel Electric Corporation Ltd.

1.12 “Competent Authorities” – All of the government, local and other authorities, the approval of which is required for the purpose of performing and/or completing the Sale Procedure under any law, including (if such a duty exists) the duty of consulting with them, and including the Government of Israel, the Israel Antitrust Authority, the Committee for the Reduction of Centralization, the Electricity Authority, the Government Companies Authority, the Israel Tax Authority and the Israel Lands Authority.
1.13 “Construction” – Shell mean execution, installation, testing, commissioning and completion.

1.14 “Country With Which Israel Has No Diplomatic Relations” – One of the countries with which Israel has no diplomatic relations, as set forth in the “Notice of Countries With Which Israel Has No Diplomatic Relations, or Agreement Including a ‘Most Preferred Nation’ Section or Which Limit the Import of Goods from Israel” pursuant to the Free Import Ordinance, 5738-1978.

1.15 “Criteria” – The criteria determined by the Electricity Authority, which govern the standard, nature and quality of the service that is provided by the holder of an Essential Service Provider’s license, by virtue of the powers of the Electricity Authority under the Electricity Sector Law.

1.16 “Deviation” – Shell mean any deviation, amendment, omission, addition, condition, reservation or qualification of the contents of This Invitation, including of the Pre-Qualification Requirements, made by the participant in its Pre-Qualification Submission.

1.17 “Electricity Authority” – The Electricity Authority that was established in the Ministry of Energy, by virtue of Section 21 of the Electricity Sector Law.

1.18 “Electricity Authority Regulation for Alon Tavor” – The Resolution by the Electricity Authority dated September 3, 2018 (Electricity Authority Resolution No. 1 (1284) from Meeting 547) with respect to Initial Principles for Competitive Regulation for the Alon Tavor Site, and the Draft Resolution by the Electricity Authority for Hearing – Regulation of the Activity of the Generation Units at the Alon Tavor Site, Following their Sale by the Israel Electric Corporation (Meeting 548 dated October 15, 2018), as they will be amended and/or updated from time to time, including a resolution by the Electricity Authority with respect to regulation that will apply to the Generation Units that will be sold at the Alon Tavor site in accordance with the Sale Procedure.

1.19 “Electricity Sector Law” – The Electricity Sector Law, 5756-1996, including the regulations enacted thereunder and the rules published by the Electricity Authority from time to time, and including the Electricity Authority Regulation for Alon Tavor.

1.20 “Eligible Participant” – As this term is defined in Section 10.4.1 of the Invitation.

1.21 “Entity” – Any corporation, company, or partnership, recognized by law within its domicile, excluding individuals.

1.22 “Entrepreneurial Experience in the Last 10 (Ten) Years” – As this term is defined in Section 6.1.1 of the Invitation.

1.23 “Equity” – As this term is defined in Section 7.1.1 of the Invitation.

1.24 "Experience Provider" – The Entity which complies with one or more of the Professional Pre-Qualification Requirements, as set forth in Section 6 of the Invitation.
(Entrepreneurial Experience, Operation and Maintenance Experience, Construction Experience and Ownership Experience).

1.25 “Financial Entity,” “Institutional Entity,” “Banking Corporation,” Private Investment Fund” and “Last Fiscal Year” – As these terms are defined in Section 7 of the Invitation.

1.26 “Financial Pre-Qualification Requirements“– As this term is defined in Section 7 of the Invitation.

1.27 “Financial Statement“– Shall mean for each Entity its three most recent available annual audited consolidated financial statements immediately preceding the Pre-Qualification Submission Date (for the removal of doubt, shall not be earlier auditor than 2015) which includes a report signed by the external auditor of the Entity, confirming its compliance with one of the accounting standards specified pursuant to Section 7.8.5 of the Invitation.

1.28 “Generation Units” – Units for the generation of electricity that are located on the Site, as set forth in Appendix 2 to the Invitation (General Description of the Properties Sold), and as will be set forth in the Sale Contract.


1.30 “Government Institution” – As this term is defined in Section 6.1.1 of the Invitation.

1.31 “Government Resolution” and the “Reform” – As these terms are defined in Section 3.1 of the Invitation.

1.32 “Group” – As this term is defined in Section 5.1.1 of the Invitation.

1.33 “Guarantor” – As this term is defined in Section 7.7.1 of the Invitation.

1.34 “Holding,” “Control,” “Means of Control” – As these terms are defined in the Securities Law; and the verbs “to hold” and “to control” and the nouns derived therefrom will be interpreted accordingly.

1.35 “Including” – Including, but without derogating from the generality of the foregoing.

1.36 “Infrastructure Project” – A project in one or more of the following sectors:
   (a) Energy sector, including power plant(s) of any capacity (including from Renewable Energy) under a generation license(s) and/or refinery – including not for a Government Institution
   (b) Transport sector, including seaport and airport, where the project was constructed for a Government Institution;
   (c) Water sector, where the project was constructed for a Government Institution;

1.38 “Invitation Documents” or the “Pre-Qualification Documents” – As these terms are defined in Section 4.2.1 of the Invitation.


1.40 “Israel Lands Authority” or “ILA” – The Israel Lands Authority that was established under the Israel Lands Authority Law, 5720-1960.


1.42 “Israeli Government Corporation” – Any of the following: (1) a government company, a government subsidiary, a mixed company (as these terms are defined in the Government Companies Law); (2) a corporation that was established under a special law; (3) companies and corporations that are set forth in Section 60 of the Government Companies Law; (4) a municipal corporation, as this term is defined in the Municipalities Ordinance [New Version]; (5) a corporation that is under the Control of one or more of the entities set forth above, or in which one or more of them (other than a mixed company) holds 25% or more of the share capital or of the Means of Control (6) government ministries (including the Accountant General of the Ministry of Finance), municipalities and local authorities.

1.43 “Law” – As this term is defined in the Interpretation Law, 5741-1981, and any convention, regulation, order, official instruction, binding administrative instruction (all, whether in Israel or – to the extent relevant – outside Israel), or a demand, request or instruction by a Government Entity, or a court judgment that is binding upon the Company, including the Criteria.

1.44 “Major Subcontractor” – As this term is defined in Section 5.4 in this Invitation.

1.45 “Member of the Participant” – As this term is defined in Section 5.1.1 of the Invitation.

1.46 “Minimum Income Turnover Required” – As this term is defined in Section 7.2.1 of the Invitation.

1.47 “Notice of Approval” – As this term is defined in Section 10.4.4 of the Invitation.

1.48 "Offence" – Shall mean a criminal offence, in Israel or abroad, which constitutes a felony ("עון") or more severe crime, or another criminal offence which resulted in a prison sentence of at least 1 (one) year, or if the Entity or any office holder or representative thereof is not a resident of or domiciled in the State of Israel, analogous offences committed under the laws of its domicile, and which sentence was passed during the last 7 (seven) years

1.49 “Operation and Maintenance Experience in the Last 7 (Seven) Years” – As this term is defined in Section 6.2 of the Invitation.

1.50 “Ownership Experience in the Last 7 (Seven) Years” – As this term is defined in Section 6.4.1 of the Invitation.
1.51 “Participant” – As this term is defined in Section 5.1.1 of the Invitation.

1.52 “Participant under Examination” – As this term is defined in Section 7.2.2 of the Invitation.

1.53 “Participation Fee” – As this term is defined in Section 4.4.2 of the Invitation.

1.54 “Percentage of Holdings in the Participant” – As this term is defined in Section 5.12.1 of the Invitation.

1.55 "Position Holder" – A person who holds key positions in the organization – the CEO and any senior executive who reports to the CEO.

1.56 “Power Plants” – One or more plants for the generation of electrical power that are not Renewable Energy power plant.

1.57 “PPA Agreement” – An agreement between the System Management Company Ltd. and the Buyer, including the appendices thereto, including a share agreement and an agreement for the operation and maintenance of the substation, all as will be set forth in the sale contract.

1.58 ”Pre-Qualification Forms” or ”PQ Forms” – Shall mean the forms attached hereto as forms A-L, which each Participant is required to complete, execute, and submit as part of its Pre-Qualification Submission.

1.59 “Pre-Qualification Procedure”, “Pre-Qualification Stage” – As these terms are defined in Section 3.4.1 of the Invitation.

1.60 ”Pre-Qualification Requirements" – As this term is defined in Section 3.4.1 of the Invitation.

1.61 “Pre-Qualification Submission Date” – As this term is defined in Section 9.7.1 and in Section 3.6.1 of the Invitation.

1.62 “Principal” – As this term is defined in the Securities Law.

1.63 ”Professional Pre-Qualification Requirements" – As this term is defined in Section 6 of the Invitation.

1.64 “Public Buildings” – As this term is defined in Section 6.1.1.2 of the Invitation.

1.65 “Related Entity” – As this term is defined in Section 5.9.4 of the Invitation.

1.66 “Renewable Energy” – As this term is defined in Section 6.1.1 of the Invitation.

1.67 “Representatives of the Company” – Anyone whom the Company has appointed to handle the Sale Procedure on its behalf.

1.68 “Required Approvals” – As this term is defined in Section 3.5.1 of the Invitation.

1.69 “Request for Clarifications” – As this term is defined in Section 4.7 of the Invitation.
1.70 “Sale Contract” – The detailed contract for the sale of the Alon Tavor Properties, which will be distributed in the Tender Stage to the Eligible Participants.

1.71 “Sale Procedure” – The procedure for the sale of the Alon Tavor Properties by the Company.


1.73 “Construction Experience in the Last 7 (Seven) Years” – As this term is defined in Section 6.3.1 of the Invitation.

1.74 “Site” – As this term is defined in Section 1 of Appendix 2 to the Invitation (General Description of the Properties Sold).

1.75 “Site Diagram” – A diagram of the Site, which is attached as Appendix 3 to the Invitation.

1.76 “Starting Date of Ownership” – As this term is defined in Section 6.4.1.2 of the Invitation.

1.77 “Tender Committee” – A special Tender Committee that was appointed by the IEC for the purpose of conducting the Sale Procedure.

1.78 “Tender Documents” – As this term is defined in Section 3.4.2 of the Invitation.

1.79 “Tender Stage” – As this term is defined in Section 3.4.2 of the Invitation.

1.80 “This Invitation” or the “Invitation” – This Invitation to participate in a pre-qualification procedure in the framework of a tender for bids to purchase the Alon Tavor Properties, including the appendices, the addenda, and the amendments hereto, if any.


1.82 “Undertaking to Maintain Confidentiality” – The undertaking to maintain confidentiality that will be signed by the Participant and each of the Members and any other Entity participating in the Pre-Qualification Procedure as part of Pre-Qualification Submission, in the form that is attached as Form F of This Invitation.

1.83 “Unutilized Commitments” – As this term is defined in Section 7.6.2 of the Invitation.

1.84 “VAT” – Value added tax, including any similar tax that will be imposed in addition to it or in its stead from time to time.

2. **Interpretation**

2.1 The section headings in the Invitation Documents have been included for purposes of convenience of reading only, and are not to be used in any way for the purposes of interpretation of the Invitation Documents.
2.2 All of that which has been set forth in the Invitation Documents in the singular will also be understood to include the plural and vice versa, and all of that which has been set forth therein in the masculine will also be understood to include the feminine and vice versa.

2.3 In any case involving a lack of clarity and/or an ambiguity and/or a contradiction and/or an incompatibility between the provisions of the Pre-Qualification Documents, those provisions will always apply and reference will always be made to those interpretations that give the Company the most rights, and the interpretation that is for the good of the Company under the circumstances of the matter will always apply. The provisions of the aforesaid documents shall always be interpreted as being intended to add to the Company’s rights and not derogate therefrom.
Appendix 2– General Description of the Property

The Properties Sold:

1. The Alon Tavor Power Plant is located in the Jezreel Valley, and its total surface area is approximately 92.6 thousands of square meters of generation site intended for transfer, and approximately 122.2 thousands of square meters (a treated wastewater reservoir and treatment facilities, as set forth below). The block of land on which the facilities of the Alon Tavor power station are located, as set forth above, constitutes part of parcels ("helkot") 12, 18, 19, 20 and 23 in bloc ("gush") 17082, part of Parcels 12 and 14 in bloc 17083, and part of Parcel 1 in bloc 17088, all as marked with a red surrounding line on the diagram of the Site that is attached as Appendix "3" to This Invitation (hereinafter respectively: the “Site” and the “Site Diagram”). In part of the Site, there is an area with a surface area of approximately 21 thousands of square meters, which allows the development of additional generation within it. In addition, adjacent to the Site, is an additional vacant and undeveloped area, with a surface area of approximately 30 thousands of square meters, which is tentatively intended for future planning and development as set forth in Section 6 below, and which constitutes part of the areas handed over to the State pursuant to the agreement for the regulation of properties that was signed between the State and the Israel Electric Corporation on January 3, 2018.

2. As set forth above, the Site includes a generation site with a surface area of approximately 92.6 thousands of square meters, as marked with a red surrounding line on the Site Diagram. The generation site includes three Generation Units with a total generation capacity of approximately 593 (five hundred and ninety-three) megawatts (MW) when operated with diesel fuel/approximately 583 (five hundred and eighty-three) megawatts (MW) when operated by natural gas, as set forth below. This capacity is composed of two Generation Units of the gas turbine type, with a capacity of 110 (one hundred and ten) megawatts (MW) each (introduced into operation in 1991-1992); and a combined cycle unit (CCU) and a steam supplement, with a cumulative capacity of 373 (three hundred and seventy-three) megawatts (MW) when operated with diesel fuel/approximately 363 (three hundred and sixty-three) megawatts (MW) when operated by natural gas, under the conditions prevailing on the Site and not according to the ISO standard (introduced into operation in 2004 and 2008). The Properties Sold in the generation site include everything that is constructed in the Site, including buildings, facilities and equipment, and including the fuel tanks and the fuel system, spare parts and inventory, provided that all these are directly used for the operation of the power plants, and all subject to the terms of the Sale Contract. In addition, the Properties Sold will also include agreements in connection with the Site, which will be assigned to the Buyer, all as will be set forth in the Sale Contract.

3. For the avoidance of doubt, it is hereby clarified that the description of the said capacity of the units in the Alon Tavor Site does not constitute an explicit or implied commitment regarding their performance when operating in any type of fuel.

4. The Site further includes a drainage reservoir and treatment facilities, with a surface area of approximately 122.2 thousands of square meters, as marked with a red surrounding line on the Site Diagram. This facility is used for the collection and purification of treated wastewater for the purpose of cooling industrial facilities. The Properties Sold include everything that is constructed in the compound, including buildings, facilities and equipment, and including water pipe, which are used for the operation of the wastewater treatment facility.

5. For the avoidance of doubt, it is hereby clarified that the substation, as marked with a green surrounding line on the Site Diagram, is not included in the area of the Site or among the
Properties Sold, and the rights to that area, with everything that is constructed thereon and attached thereto (including buildings, facilities and equipment) will remain under the ownership of the Israel Electric Corporation. That area includes: (a) the 161 KV compound – a switching and transformation compound with a surface area, as marked with a yellow surrounding line on the Site Diagram; and (b) the 400 KV compound – a switching and transformation compound with a surface area, as marked with a yellow surrounding line on the Site Diagram.

6. It is further clarified that the area that is located to the east of the Site, as marked with a green surrounding line on the Site Diagram, is an area, the rights to which were transferred by the Israel Electric Corporation to the State of Israel in the framework of an agreement dated January 3, 2018. Therefore, the Israel Electric Corporation has no rights to that area, and, in any event, it is not included in the Site or among the Properties Sold. To the best of the Company’s knowledge, that area is tentatively intended for planning and development in the future. In addition, to the best of the Company’s knowledge, the State is examining the possibility of giving the Buyer an option to acquire the rights in that area of land. If and to the extent that the Company is notified that a decision has been made with respect to the granting of an option as stated, this will be brought to the attention of the relevant Participants/Bidders, in a notice that will be given to them by the Company. For the avoidance of doubt, it is hereby clarified that the Company has no actual knowledge with respect to the feasibility of the planning and/or development of that area and/or conferral of the rights thereto, including with respect to the State’s intentions and/or plans for the planning, development, marketing and/or transfer of that area, and the Buyer will have no claim, demand and/or right, of any type and kind whatsoever, vis-à-vis the Israel Electric Corporation and/or anyone on its behalf, in any matter related to that area, including with respect to reliance and/or expectation to receive it.

7. The Alon Tavor Properties are being sold exclusively as a “going concern”, for the purpose of the continued operation and maintenance of the Site and for the purpose of the generation of electricity in the sale thereof to the system director, in accordance with new generation licenses that will be issued to the Buyer by the Electricity Authority under the Electricity Sector Law, and provided that the Buyer obtains all of the Required Approvals, as this term is defined in the Invitation.

8. The Alon Tavor Properties will be sold, as set forth above, As Is, including from the legal, regulatory, accounting, economic, tax-related, physical, environmental, technical and engineering standpoints, and without any representations whatsoever having been made to the Buyer with respect to the Alon Tavor Properties, other than as expressly set forth in the Sale Contract, and all pursuant and subject to the conditions and provisions that will be set forth in the Sale Contract.

9. On the date of completion of the Sale Procedure, upon the transfer of possession of the Site to the Buyer, employees for the purpose of the continued operation of the Site, and who are intended for assignment to the Site, will be assigned to the Buyer. The assigned employees as stated, both permanent and temporary, will be determined by the Israel Electric Corporation and will be assigned to the Buyer for a period of five years, all pursuant and subject to the conditions and provisions that will be set forth in the Sale Contract.

10. For the avoidance of doubt, it is hereby clarified that the operation and maintenance of all of the Alon Tavor Properties, following the completion of the sale, will come under the exclusive responsibility of the Buyer.
Appendix 3 – Site Diagram

Alon Tavor Site

Legend
- Area not to be sold
- Area under Asset Settlement with the State owned by ILA
- Site border

Transferred to the State

1:2,500

1:4,000

Alon Tavor’s drainage reservoir and water treatment center

92,620 sqm
19,700 sqm
30,340 sqm

Site Date: 19.12.17

Comments:
- South Polygon - Area transferred to the State
- Alon Tavor’s drainage reservoir and water treatment center will be sold as part of the Site.
- The sizes and dimensions of the polygons are approximate only and will be finally determined subject to process of partition and land registration.

REVISED VERSION – 3.1.2019

L/S66005/2090/6659523/1
Appendix 4 – List of Advisors to the Tender Committee

Pursuant to the provisions of Section 4.8 ("Advisors to the Tender Committee") of the Invitation, and without derogating from the details that appear in that section, following is a list of advisors to the Tender Committee in the Sale Procedure (It is hereby clarified that this list may be updated by the Company during of the Sale Procedure, but during the Pre-Qualification Procedure, the Participant's Pre-Qualification Submission shall relate to the following list of advisors):

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of the Consultant</th>
<th>שם היועץ</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tasc Consulting &amp; Capital</td>
<td>טאסק יועציים</td>
</tr>
<tr>
<td>2.</td>
<td>Goren Capital Group Ltd.</td>
<td>גורן קפיטל</td>
</tr>
<tr>
<td>3.</td>
<td>S. Horowitz &amp; Co.</td>
<td>ש. הורוביץ ושות', עורכי דין</td>
</tr>
<tr>
<td>4.</td>
<td>Herzog Fox &amp; Neeman Law Office</td>
<td>הרצוג פוקס נאמן עורכי דין</td>
</tr>
<tr>
<td>5.</td>
<td>Fichtner GmbH &amp; Co. KG</td>
<td>פייחטן גמ&quot;ב ק שמם עורך דין</td>
</tr>
</tbody>
</table>
Appendix 5 – The Criteria for Evaluation

** These examples are given for illustrative purposes only, and there should be no extrapolation from them on the scores of one or another Participant or a Member. In any case, every Pre-Qualification Submission will be scored according to the Criteria set forth in Section 8 of the Invitation.

### Participant A

<table>
<thead>
<tr>
<th>Holdings in the Participant</th>
<th>Equity*</th>
<th>Equity for each 1% Holding</th>
<th>The Requirement</th>
<th>0 Points, up to (MNIS)</th>
<th>50 Points between (MNIS)</th>
<th>100 Points, above (MNIS)</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Financial Entity</td>
<td>30%</td>
<td>300,000,000</td>
<td>10,000,000</td>
<td>6,000,000</td>
<td>9,000,000</td>
<td>9,000,000-12,000,000</td>
<td>12,000,000</td>
</tr>
<tr>
<td>Financial Entity</td>
<td>40%</td>
<td>1,000,000,000</td>
<td>25,000,000</td>
<td>10,000,000</td>
<td>15,000,000</td>
<td>15,000,000-20,000,000</td>
<td>20,000,000</td>
</tr>
<tr>
<td>Private Investment Fund</td>
<td>30%</td>
<td>3,000,000,000</td>
<td>100,000,000</td>
<td>6,000,000</td>
<td>9,000,000</td>
<td>9,000,000-12,000,000</td>
<td>12,000,000</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Score 85</td>
</tr>
</tbody>
</table>

* Equity as submitted in the Financial Robustness Form (Pre-Qualification Form I₁, I₂ or I₃, as applicable) and in the Auditor’s Certificate (Pre-Qualification Form J).

![Table](image)

### Participant B

<table>
<thead>
<tr>
<th>Holdings in the Participant</th>
<th>Equity*</th>
<th>Equity for each 1% Holding</th>
<th>The Requirement</th>
<th>0 Points, up to (MNIS)</th>
<th>50 Points between (MNIS)</th>
<th>100 Points, Above (MNIS)</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Financial Entity</td>
<td>30%</td>
<td>200,000,000</td>
<td>6,666,667</td>
<td>6,000,000</td>
<td>9,000,000</td>
<td>9,000,000-12,000,000</td>
<td>12,000,000</td>
</tr>
<tr>
<td>Financial Entity</td>
<td>40%</td>
<td>1,000,000,000</td>
<td>25,000,000</td>
<td>10,000,000</td>
<td>15,000,000</td>
<td>15,000,000-20,000,000</td>
<td>20,000,000</td>
</tr>
<tr>
<td>Private Investment Fund</td>
<td>30%</td>
<td>300,000,000</td>
<td>10,000,000</td>
<td>6,000,000</td>
<td>9,000,000</td>
<td>9,000,000-12,000,000</td>
<td>12,000,000</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Score 55</td>
</tr>
</tbody>
</table>

* Equity as submitted in the Financial Robustness Form (Pre-Qualification Form I₁, I₂ or I₃, as applicable) and in the Auditor’s Certificate (Pre-Qualification Form J).
<table>
<thead>
<tr>
<th>Participant</th>
<th>Pre-Qualification Requirement for every 1% Holding</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Holdings in the Participant</td>
</tr>
<tr>
<td>Not Financial Entity</td>
<td>50%</td>
</tr>
<tr>
<td>Not Financial Entity</td>
<td>30%</td>
</tr>
<tr>
<td>Not Financial Entity</td>
<td>20%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

* Equity as submitted in the Financial Robustness Form (Pre-Qualification Form I₁, I₂ or I₃, as applicable) and in the Auditor’s Certificate (Pre-Qualification Form J).
Form "A" – The Pre-Qualification Submission Letter

[To be completed by the Participant pursuant to the provisions of Section 5.12.1 of the Invitation]

To: Israel Electric Corporation Ltd.

Nativ Ha Or 1 st., Haifa

Re: Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase the Alon Tavor Properties

In response to the Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase the Alon Tavor Properties, we, the undersigned, __________________ (name of the Participant), and all of the Members, _________________; _________________; _________________; _________________, respectfully submit this Pre-Qualification Submission, and declare and undertake as follows:

1. We have received the Invitation Documents; we have read, learned, understood and thoroughly examined all of the Pre-Qualification Requirements; and we hereby submit our Pre-Qualification Submission.

2. We hereby take upon ourselves the conditions of the Invitation Documents and all of the undertakings that are included therein.

3. We have carefully examined all of the conditions and provisions relevant to our undertakings in accordance with the Invitation Documents. We hereby declare that we have the financial robustness, the professional experience and the knowledge that are required for the purpose of fulfilling all of our undertakings pursuant to the provisions of the Invitation Documents.

4. We understand that the submission of Pre-Qualification Submission will not be considered, in any way whatsoever, as creating an obligation for the IEC and/or the Tender Committee to declare us as an Eligible Participant and/or to invite us to the next stage of the Sale Procedure and/or to declare us as a Successful Bidder; that the IEC and/or the Tender Committee is entitled, in its exclusive discretion, to reject the Pre-Qualification Submission that was filed by us; and that the IEC and/or the Tender Committee is entitled, in its exclusive discretion, to cancel the Pre-Qualification Submissions at any time; that the IEC and/or the Tender Committee is entitled, in its exclusive discretion, to request additional information from the Participant or from other parties, to cancel or to modify the Invitation Documents at any time, and to conduct negotiations with all or some of the Participants.

5. We are aware that by submitting a Pre-Qualification Submission pursuant to This Invitation, the Participant and/or any Member thereof and/or any Related Entity with respect to any thereof and/or any Entity on their behalf, will be deemed to have waived in advance any argument in connection with the terms of the Invitation and the right to file with any court a motion for the issuance of an injunction to delay the procedures of the Invitation and/or the Pre-Qualification Procedure and/or the Sale Procedure, or any other remedy, the meaning of which, whether
directly or indirectly, will be a delay in the promotion of the procedures of the Invitation and/or the Sale Procedure and/or the Pre-Qualification Procedure and/or the Tender Procedure.

6. Attachments

Incorporated hereto, and made an integral part of the Pre-Qualification Submission, are all Pre-Qualification Forms, attachments and annexes thereto, and other annexes attached to the Pre-Qualification Submission as described herein:

Appendix 1 – Definitions and Interpretations.
Appendix 2 – General Description of the Property.
Appendix 3 – Site Diagram.
Appendix 4 – List of Advisors to the Tender Committee.
Pre-Qualification Form A – The Pre-Qualification Submission Letter.
Pre-Qualification Form B – The Participant.
Pre-Qualification Form C – The Members of the Participant.
Pre-Qualification Form D – The Related Entity.
Pre-Qualification Form E – The Participant and its Major Subcontractor.
Pre-Qualification Form E1 – The Major Subcontractor.
Pre-Qualification Form F – Authorized Representative.
Pre-Qualification Form G – Undertaking to Maintain Confidentiality.
Pre-Qualification Form H1 – Entrepreneurial Experience.
Pre-Qualification Form H2 – Operation and Maintenance Experience.
Pre-Qualification Form H3 – Construction Experience.
Pre-Qualification Form H4 – Ownership Experience.
Pre-Qualification Form I1 – Financial Robustness – The Participant.
Pre-Qualification Form J – Financial Robustness – Auditor Certification.
Pre-Qualification Form K – Letter of Guarantee.
Pre-Qualification Form L – Affidavit with Respect to Compliance with the Provisions of the Transactions with Public Entities Law.

7. Attached herein a copy of the receipt of payment for Participation Fee.

8. Detailed herein is information which the Participant considers to be of a commercially sensitive or secret nature concerning the Pre-Qualification Submission [to be completed in accordance with the provisions of Section 10.7.2 of the Invitation]:

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
9. The undersigned acknowledges receipt, understanding and full consideration of the following Addenda and Clarifications to the Invitation Documents, issued until the Pre-Qualification Date:

Addenda No. 1  Date Received: ______________
Addenda No. 2  Date Received: ______________
Addenda No. 3  Date Received: ______________
Addenda No. 4  Date Received: ______________
Addenda No. 5  Date Received: ______________
Addenda No. 6  Date Received: ______________

[to be completed]

Faithfully yours,

Date: __________________________
Attorney's Signature and Stamp

Date: __________________________
Signature and stamp of the Participant

Date: __________________________
Signature and stamp of the Member

Date: __________________________
Signature and stamp of the Member

Date: __________________________
Signature and stamp of the Member

Date: __________________________
Signature and stamp of the Member
Form "B" – The Participant

[To be completed by the Participant pursuant to the provisions of Section 5.12.2 of the Invitation]

General information with respect to the Participant, as of the Pre-Qualification Submission

Date:

1. Name: ____________________________________________________________
   Business Address: _____________________________________________________
   Phone: ______________________________________________________________
   E-mail: _______________________________________________________________

2. Position Holders in the Participant:

   Name   Profession   Title
   __________________ ________________ ________________
   __________________ ________________ ________________
   __________________ ________________ ________________
   __________________ ________________ ________________
   __________________ ________________ ________________

3. Members’ Anticipated Holdings in the Participant:

<table>
<thead>
<tr>
<th>Name of the Member and Registration No.</th>
<th>Percentage of Holdings in the Participant (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>%</td>
</tr>
</tbody>
</table>

4. The Participant hereby warrants and declares as follows:
   - The Pre-Qualification Submission is not made in the interest of, or on behalf of, any undisclosed person, corporation, company, voluntary association, partnership, trust, or unincorporated association;
   - The Pre-Qualification Submission is genuine and not collusive or sham;
   - The Participant has not, directly or indirectly, induced or solicited any other Participant or Member(s) to put in a false or sham Pre-Qualification Submission, and has not by itself, or directly or indirectly, colluded, arranged or agreed with any Participant or Member(s) to secure any advantage against any other Participant, or to secure any advantage against the Tender Committee or the State of anyone interested in the Site;
   - The Participant and each Member hereby undertakes and declares that, to the best of its knowledge and after having performed a due diligence examination, each of the Experience Providers that has been presented on behalf of the Participant is in compliance with all of the relevant Pre-Qualification Requirements of the Invitation.
   - Our Pre-Qualification Submission corresponds to the purposes and powers that have been set forth in the documents of the corporation, in the name of which the Pre-Qualification Submission is being submitted, and we declare that we are competent to sign this Pre-Qualification Submission on behalf of the corporation, and that there is no impediment under any law and/or pursuant to any agreement to our signing this Pre-Qualification Submission.
   - In case that the Participant is a Group, and should the Participant be announced as Eligible Participant in accordance with the provisions of the Invitation, and will be invited by the
Tender Committee to submit a bid pursuant to the provisions of the Tender Documents, it is the intention of all Members to enter into a detailed agreement between them and to form a new entity, incorporated under the Laws of the State of Israel, all, as required pursuant to the provisions of the Invitation and in accordance thereof, and as shall be further required pursuant to the provisions of the Tender Documents. The sole purposes of the new entity shall be the participation in the Tender Procedure and the purchase of the Site (if eventually selected to do so), all in accordance with the provisions of the Tender Documents. The Percentage of Holdings in the Participant by each and all Members in the sole purpose company shall be as listed above.

Faithfully yours,

<table>
<thead>
<tr>
<th>Date</th>
<th>Attorney’s Signature and Stamp</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>I hereby declare and certify with my signature that the signers on behalf of the Participant are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature and stamp of the Participant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Attorney’s Signature and Stamp</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature and stamp of the Member</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Attorney’s Signature and Stamp</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature and stamp of the Member</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Attorney’s Signature and Stamp</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature and stamp of the Member</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form "C" – The Member of the Participant

[To be completed by the Participant, where it is a single Entity, or by each Member, where the Participant is a Group, pursuant to the provisions of Section 5.12.3 of the Invitation]

1. Name: ________________________________________________________________
   Business Address: ______________________________________________________
   Phone: ________________________________________________________________
   E-mail: ________________________________________________________________

2. Directors or Executives of the Member:
   Name                     Profession                     Title
   ______________________  ______________________  ______________________
   ______________________  ______________________  ______________________
   ______________________  ______________________  ______________________
   ______________________  ______________________  ______________________

3. Position Holders Of the Member:
   ______________________  ______________________  ______________________
   ______________________  ______________________  ______________________
   ______________________  ______________________  ______________________

4. Representative:
   Name                     Title                     Address, Tel & E-mail
   ______________________  ______________________  ______________________

   Israeli Representative*: ______________________  ______________________

   *for non-Israeli companies only (if any)

5. Legal Status:

   (Check applicable) Private Limited   ☐
   Public Limited              ☐
   Partnership                 ☐
   Joint Venture               ☐
   Other (explain)             ☐

6. Registration Number:
   Place of Registration: _________________________________________________
   Date of Registration: _________________________________________________

7. Authorized Share Capital: ______________________________________________

REVISED VERSION – 3.1.2019
8. **Interested Parties in the Member:**

____________________________________________________________________________

____________________________________________________________________________


9. **Does the Member have an Israeli subsidiary or affiliate company?** *for non-Israeli companies only (if any) Yes □ No □ If yes – identify and provide details:

____________________________________________________________________________

____________________________________________________________________________


10. **The Pre-Qualification Requirement the Member will be demonstrating compliance with:**

(if applicable, detail the applicable Pre-Qualification Requirement the Member is demonstrating compliance with, other than the Financial Pre-Qualification Requirements)

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________


11. The Member hereby warrants and represents the following:

11.1 The Member is duly incorporated, organized and validly existing under the laws of the jurisdiction in which it was organized;

11.2 Criminal proceedings with respect to Offence [check applicable]

- The Member and/ or any directors or managers thereof and/ or Interested Parties therein (which are connected to the Member, based on the Anticipated Holdings in the Participant) [erase applicable], have not been convicted in an Offence [to be completed by the Member].

- There are no criminal proceeding with respect to an Offence being conducted against either the Member and/ or any directors or managers thereof and/ or Interested Parties therein (which are connected to the Member, based on the Anticipated Holdings in the Participant) [erase applicable] [to be completed by the Member].
☐ The Member and/or any directors or managers thereof and/or Interested Parties therein (which are connected to the Member, based on the Anticipated Holdings in the Participant) [erase applicable], have been convicted with the following Offences [to be completed by the Member]:

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

☐ The following criminal proceeding are being conducted against the Member and/or any directors or managers thereof and/or Interested Parties in the Member (which are connected to the Member, based on the Anticipated Holdings in the Participant), with respect to the following Offences [erase applicable] [to be completed by the Member]:

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

11.3 Neither the Member nor any Interested Party therein or directors or managers thereof are residents of or domiciled in a Country With Which Israel Has No Diplomatic Relations;

11.4 The Member has all requisite corporate power and authority for the ownership and operation of its properties and for the carrying on of its business as currently conducted (including the participation in this Pre-Qualification Procedure);

11.5 There are no actions or proceedings pending nor, to the best knowledge of the Member and after due investigation, actions or proceedings which might result in any material adverse change in the Member business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets;

11.6 The Member has not, directly or indirectly, induced or solicited any other Participant or Member(s) to put in a false or sham Pre-Qualification Scmission, and has not by itself, or directly or indirectly, colluded, arranged or agreed with any Participant or Member(s) to secure any advantage against any other Participant, or to secure any advantage against the Tender Committee or the State of anyone interested in the Site;

11.7 The Member participates in the Pre-Qualification Procedure only within this Pre-Qualification Submission;

11.8 The Member does not employ or engage any of the advisors to the Tender Committee detailed in Appendix "4" of the Invitation, for the purposes of the Pre-Qualification Procedure;

11.9 Any Related Entity to the Member does not participate in the Pre-Qualification Procedure except within this Pre-Qualification Submission;

11.10 We understand that the Pre-Qualification Submission will not be considered, in any way whatsoever, as creating an obligation for the Tender Committee to declare the Participant as an Eligible Participant and/or to invite the Participant to the next stage of the Sale Procedure; that the Tender Committee is entitled, in its exclusive discretion, to reject the Pre-Qualification Submission that was filed by us; and that the Tender
Committee is entitled, in its exclusive discretion, to cancel the Sale Procedure and to reject all of the Pre-Qualification Submissions at any time; and that the Tender Committee is entitled to request additional information from the Participant or from other parties, to cancel or to modify the Invitation Documents at any time, and to conduct negotiations with all or some of the Participants.

11.11 We are aware that in submitting the Pre-Qualification Submission, the Participant, as well as any Member, will be considered as having waived any claim regarding the terms of the Invitation and any right to file an application for an injunction against the Invitation proceedings and/or the Pre-Qualification Procedure and/or the Tender and/or the Sale Procedure or any other relief whose meaning, directly or indirectly, is a delay in the promotion of this Invitation proceedings and/or the Sale Procedure and/or the Pre-Qualification Procedure and/or the Tender Procedure.

Faithfully yours,

Date ______________________________
Attorney’s Signature and Stamp
I hereby declare and certify with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

Date ______________________________
Signature and stamp of the Member
Form "D" – The Related Entity

[To be completed by the Related Entity, pursuant to the provisions of Section 6.5.2 of the Invitation]

1. Name: ________________________________________________________________
   Business Address: ________________________________________________________
   Phone: _________________________________________________________________
   E-mail: _________________________________________________________________

2. The Pre-Qualification Requirement the Related Entity will be demonstrating compliance with:
   _________________________________________________________________________
   _________________________________________________________________________
   _________________________________________________________________________
   _________________________________________________________________________

3. Directors or Executives of the Related Entity
<table>
<thead>
<tr>
<th>Name</th>
<th>Profession</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Position Holders Of the Related Entity
   _________________________________________________________________
   _________________________________________________________________
   _________________________________________________________________
   _________________________________________________________________
   _________________________________________________________________
   _________________________________________________________________

5. Representative: Name Title Address, Tel & E-mail
   _________________________________________________________________
   _________________________________________________________________
   Israeli Representative*: _________________________________________
   _________________________________________________________________
   *for non-Israeli companies only (if any)

6. Legal Status:
   (Check applicable) Private Limited □
   Public Limited □
   Partnership □
   Joint Venture □
   Other (explain) □
   _________________________________________________________________

REVISED VERSION – 3.1.2019
L/566005/2090/6659523/1
7. **Registration Number:** ________________________________________________________
   **Place of Registration:** ________________________________________________________
   **Date of Registration:** ________________________________________________________

8. **Authorized Share Capital:** ________________________________________________________
   **Issued and Fully Paid Up Capital:** ________________________________________________________

9. **Interested Parties in the Related Entity:** ________________________________________________________

10. **Does the Related Entity have an Israeli subsidiary or affiliate company?** *for non-Israeli companies only (if any) Yes ☐ No ☐ if yes – identify and provide details:

11. The Related Entity hereby warrants and represents the following:

   11.1 The Related Entity is duly incorporated, organized and validly existing under the laws of the jurisdiction in which it was organized;

   11.2 Criminal proceedings with respect to Offence [check applicable]

   - ☐ The Related Entity and/or any directors or managers thereof and/or Interested Parties therein [erase applicable], have not been convicted in an Offence [to be completed by the Related Entity].

   - ☐ There are no criminal proceeding with respect to an Offence being conducted against either the Related Entity and/or any directors or managers thereof and/or Interested Parties therein [erase applicable] [to be completed by the Related Entity].

   - ☐ The Related Entity and/or any directors or managers thereof and/or Interested Parties therein [erase applicable] have been convicted with the following Offences [to be completed by the Related Entity]:

   ________________________________________________________
   ________________________________________________________
   ________________________________________________________

   - ☐ The following criminal proceeding are being conducted against the Related Entity and/or any directors or managers thereof and/or Interested Parties therein, with respect to the following Offences [erase applicable] [to be completed by the Related Entity]:

   ________________________________________________________
   ________________________________________________________
   ________________________________________________________
11.3 Neither the Related Entity nor any Interested Party therein or directors or managers thereof are residents of or domiciled in a Country With Which Israel Has No Diplomatic Relations;

11.4 The Related Entity has all requisite corporate power and authority for the ownership and operation of its properties and for the carrying on of its business as currently conducted or proposed to be conducted for the purposes of the Site;

11.5 The Related Entity accepts the role which has been assigned to it by the Participant as described in this Pre-Qualification Form “D”, and confirms that subject to declaration of the Participant as a successful bidder, it will provide all the knowledge, experience, equipment and manpower required, in any volume, to fulfill the obligations of the Participant, and undertakes to bear the responsibility that will be imposed on the Participant by the Company, pursuant to the Tender Documents and according to any law.

11.6 There are no actions or proceedings pending nor, to the best knowledge of the Related Entity and after due investigation, actions or proceedings which might result in any material adverse change in the Related Entity business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets;

11.7 The Related Entity has not, directly or indirectly, induced or solicited any other Participant or Member(s) to put in a false or sham Pre-Qualification Submission, and has not by itself, or directly or indirectly, colluded, arranged or agreed with any Participant or Member(s) to secure any advantage against any other Participant, or to secure any advantage against the Tender Committee or the State of anyone interested in the Site;

11.8 To the best of the Related Entity’s knowledge, and with respect to those part of the Pre-Qualification Submission concerned with the Related Entity:

11.8.1 The Pre-Qualification Submission submitted by the Participant is not made in the interest of, or on behalf of, any undisclosed person, corporation, company, voluntary association, partnership, trust, or unincorporated association;

11.8.2 The Pre-Qualification Submission is genuine and not collusive or sham;

11.8.3 All the information contained in the Pre-Qualification Submission is true, accurate, complete and current as of the Pre-Qualification Submission Date.

11.9 The Related Entity does not employ or engage any of the advisors to the Tender Committee detailed in Appendix "4" of the Invitation, for the purposes of the Pre-Qualification Procedure;
11.10 The Related Entity participates in the Pre-Qualification Procedure only within this Pre-Qualification Submission, and any person or Entity under the common Control over it, any person or Entity under the common Control thereof, and any person or Entity Controlled thereby, does not participate in the Pre-Qualification Procedure except within this Pre-Qualification Submission;

Faithfully yours,

<table>
<thead>
<tr>
<th>Date</th>
<th>Attorney’s Signature and Stamp</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>I hereby declare and certify with my signature that the signers on behalf Related Entity are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.</td>
</tr>
</tbody>
</table>

| Date | Signature and stamp of the Related Entity |
Form "E" – The Participant and its Major Subcontractor

[To be completed by the Participant with respect to the Major Subcontractor pursuant to the provisions of Sections 5.12.4 and 6.5 of the Invitation]

1. General information with respect to the Participant, as of the Pre-Qualification Submission Date:

   Name: ____________________________________________________________
   Business Address: __________________________________________________
   Phone: _____________________________________________________________
   E-mail: _____________________________________________________________

2. The Participant hereby warrants and represents that to the best of the Participant's knowledge and after conducting a due investigation, the Major Subcontractor complies with the relevant Pre-Qualification Requirements, as detailed in Pre-Qualification "E1".

3. The Participant has entered into an agreement with the Major Subcontractor for purposes of performing the role assigned to it by the Participant.

   *The Participant should attach within this Form a signed agreement between him and the Major Subcontractor, pursuant to the provisions of Sections 5.12.4 and 6.5 to the Invitation.

   Faithfully yours,

   Date  ________________  Attorney’s Signature and Stamp
   I hereby declare and certify with my signature that the signers on behalf of the Participant are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

   Date  ________________  Signature and stamp of the Participant
Form "E1" – The Major Subcontractor

[To be completed by the Major Subcontractor, pursuant to the provisions of Sections 5.12.4 and 6.5.2 of the Invitation]

1. **Name:**
   
   **Business Address:**
   
   **Phone:**
   
   **E-mail:**

2. The Pre-Qualification Requirement the Major Subcontractor will be demonstrating compliance with:

   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

3. **Directors or Executives of the Major Subcontractor**

<table>
<thead>
<tr>
<th>Name</th>
<th>Profession</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. **Position Holders Of the Major Subcontractor:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Profession</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. **Representative:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address, Tel &amp; E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **Israeli Representative**:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address, Tel &amp; E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*for non-Israeli companies only (if any)

7. **Legal Status:**

   (Check applicable)
   - Private Limited  □
   - Public Limited  □
   - Partnership  □
   - Joint Venture  □
   - Other (explain)  □

8. **Registration**

   ________________________________________________________________
Number: 
Place of Registration: 
Date of Registration: 

9. **Authorized Share Capital:** 
   Issued and Fully Paid Up Capital: 

10. **Interested Parties in the Major Subcontractor:** 

11. **Does the Major Subcontractor have an Israeli subsidiary or affiliate company?** *for non-Israeli companies only (if any) Yes □ No □ If yes – identify and provide details:

12. The Major Subcontractor hereby warrants and represents the following:

   12.1 The Major Subcontractor is duly incorporated, organized and validly existing under the laws of the jurisdiction in which it was organized;

   12.2 Criminal proceedings with respect to Offence [check applicable]

   □ The Major Subcontractor and/or any directors or managers thereof and/or Interested Parties therein [erase applicable], have not been convicted in an Offence [to be completed by the Major Subcontractor].

   □ There are no criminal proceeding with respect to an Offence being conducted against either the Major Subcontractor and/or any directors or managers thereof and/or Interested Parties therein [erase applicable] [to be completed by the Major Subcontractor].

   □ The Major Subcontractor and/or any directors or managers thereof and/or Interested Parties therein [erase applicable] have been convicted with the following Offences [to be completed by the Major Subcontractor]:

____________________________________________________________________
____________________________________________________________________

____________________________________________________________________
The following criminal proceeding are being conducted against the Major Subcontractor and/or any directors or managers thereof and/or Interested Parties therein, with respect to the following Offences [erase applicable] [to be completed by the Major Subcontractor]:

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

12.3 Neither the Major Subcontractor nor any Interested Party therein or directors or managers thereof are residents of or domiciled in a Country With Which Israel Has No Diplomatic Relations;

12.4 The Major Subcontractor has all requisite corporate power and authority for the ownership and operation of its properties and for the carrying on of its business as currently conducted or proposed to be conducted for the purposes of the Site;

12.5 The Major Subcontractor accepts the role which has been assigned to it by the Participant as described in this Pre-Qualification Form “E”, and confirms that subject to declaration of the Participant as a successful bidder, it will execute all of the obligations of the Participant according to the Tender Documents, regarding performing its experience in Operation and Maintenance and providing all the knowledge, experience, equipment and manpower required, in any volume, to fulfill the obligations of the Participant, and undertakes to bear the responsibility that will be imposed on the Participant by the Company, pursuant to the Tender Documents and according to any law.

12.6 There are no actions or proceedings pending nor, to the best knowledge of the Major Subcontractor and after due investigation, actions or proceedings which might result in any material adverse change in the Major Subcontractor business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets;

12.7 The Major Subcontractor has not, directly or indirectly, induced or solicited any other Participant or Member(s) to put in a false or sham Pre-Qualification Submission, and has not by itself, or directly or indirectly, colluded, arranged or agreed with any Participant or Member(s) to secure any advantage against any other Participant, or to secure any advantage against the Tender Committee or the State of anyone interested in the Site;

12.8 To the best of the Major Subcontractor’s knowledge, and with respect to those part of the Pre-Qualification Submission concerned with the Major Subcontractor:

12.8.1 The Pre-Qualification Submission submitted by the Participant is not made in the interest of, or on behalf of, any undisclosed person, corporation, company, voluntary association, partnership, trust, or unincorporated association;

12.8.2 The Pre-Qualification Submission is genuine and not collusive or sham;

12.8.3 All the information contained in the Pre-Qualification Submission is true, accurate, complete and current as of the Pre-Qualification Submission Date.
12.9 The Major Subcontractor does not employ or engage any of the advisors to the Tender Committee detailed in Appendix "4" of the Invitation, for the purposes of the Pre-Qualification Procedure;

12.10 The Major Subcontractor participates in the Pre-Qualification Procedure only within this Pre-Qualification Submission, and any person or Entity under the common Control over it, any person or Entity under the common Control thereof, and any person or Entity Controlled thereby, does not participate in the Pre-Qualification Procedure except within this Pre-Qualification Submission;

Faithfully yours,

Date ________________

Attorney’s Signature and Stamp
I hereby declare and certify with my signature that the signers on behalf Major Subcontractor are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

Date ________________

Signature and stamp of the Major Subcontractor
Form "F" – Authorized Representative

[To be signed by the Participant, pursuant to the provisions of Section 4.5.2 of the Invitation]

Details of the Participant:

1. Name of the Participant

2. Identifying number of the Participant (Corporation No.):

3. Names of the Members:

4. Identifying number of the Members (Corporation No.):

5. Name of the Authorized Representative:

6. Address of the Authorized Representative:

7. Telephone:

8. Address and email address:

Date _______________ Attorney’s Signature and Stamp

I hereby declare and confirm with my signature that the signers on behalf of the Participant are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

Date _______________ Signature and stamp of the Participant
Form "G" – Undertaking to Maintain Confidentiality

[To be signed by the Participant, and in cases where the Participant is composed of a number of Members – by each of the Members, on a separate form, pursuant to the provisions of Section 5.8 of the Invitation]

To:
Israel Electric Corporation Ltd.
1 Netiv Ha-Or Street, Haifa

Dear Sirs,

Re: Undertaking to Maintain Confidentiality

Whereas: in the Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase the Alon Tavor Properties, which is managed by the Israel Electric Corporation Ltd. (hereinafter: the “Company” and the “Invitation”), the Participants that are interested in participating in the Sale Procedure (as this term is defined in the Invitation) and in purchasing the Properties for Sale (as this term is defined in the Invitation), including the undersigned, will be given a general description of the Alon Tavor Properties, as well as additional data with respect to the Site and the Properties for Sale (as these terms are defined in the Invitation), and, furthermore, the Participants may be given additional information, documents and data that pertain to the Company and/or to the Site and/or to the Properties for Sale, which include Confidential Information (as this term is defined below) of the Company; and

Whereas: it has been clarified to us by the Company, and we hereby confirm and undertake, that a condition for our participation in the Preliminary-Qualification Stage, is that all of the Confidential Information that will be given to us and/or to anyone on our behalf and/or to which we will be exposed in the framework of the Sale Procedure, will be kept absolutely confidential by us, will not be disclosed to any third party whatsoever (hereinafter: “Third Party”), and will not be used by us for any other purpose than for the purpose of performing examinations that we reasonably require for the purpose of submitting a bid in response to the Preliminary-Qualification Procedure and the participation in the Sale Procedure, in accordance with the documents of the Preliminary-Qualification Procedure and the remainder documents of Sale Procedure (hereinafter: the “Permitted Purpose”):

Now therefore we hereby declare and (as is relevant) undertake as follows:

1. Maintaining confidentiality and limiting the use of the Confidential Information

1.1 In this Undertaking, the term “Confidential Information” refers to any information, whether in writing or oral or otherwise, which is related and/or pertains to the Company, including its property, its belongings, its facilities, its business, its suppliers, its service providers, its representatives, its agents, its customers, its monetary, financial and marketing data, its professional, commercial and business secrets, its plans (including its
business, financial and strategic plans), ideas, data, examinations, calculations, knowledge, intellectual property, its agreements with others, including employees, lessees, lessors, customers, service providers, representatives, agents, suppliers, guarantees, indemnifications, loans, bonds, deeds of pledge, encumbrances, insurance policies, securities of the Company and/or officers, any negotiation between the Company and ourselves (to the extent that it takes place in the framework of the Sale Procedure), its details, and everything related thereto and/or resulting therefrom, as well as any other or additional material, knowledge or information that has come/will come to us and/or to anyone on our behalf from the Company and/or from any Third Party, whether in writing or orally, by electronic means or in any other way, in the framework and/or as a result of the Invitation and/or the Sale Procedure, and/or an examination of the possibility of making a bid to purchase the Properties for Sale, including pursuant to this Undertaking and the Preliminary-Qualification Documents and the remainder documents of Sale Procedure. Notwithstanding the foregoing, Confidential Information will not include information as stated above that: (a) is in the public domain; (b) was lawfully known to us before it was given to us in the framework of and/or in connection with the Sale Procedure, and with respect to which we are in possession of written proof; (c) came to us lawfully from a Third Party; or provided that this information did not come into the public domain and/or did not come to us and/or to anyone on our behalf, or to a Third Party, as a result of a breach of an undertaking to maintain confidentiality and/or a breach of any undertaking vis-à-vis the Company (including our undertakings pursuant to this Undertaking), and/or as a result of an act or an omission by us and/or by anyone on our behalf, including by the Authorized Persons (as this term is defined below) and/or by a Third Party.

In this Section 1.1 of this Undertaking, the term “the Company” refers to: the Company, and any corporation that is held, directly or indirectly, by the Company, including subsidiaries and related companies (as these terms are defined in the Securities Law, 5728-1968).

1.2 We hereby declare and confirm that there is no prohibition, impediment and/or limitation by virtue of any contract, statute or any other reason, including the antitrust laws, that prohibit, impede and/or limit us from being exposed to Confidential Information and/or reviewing it as set forth in this Undertaking.

1.3 We undertake to maintain complete and absolute confidentiality with respect to the Confidential Information, and not to give it, disclose it, publish it, describe it and/or transfer it to a Third Party (other than the Authorized Persons (as this term is defined below), according and subject to the conditions and provisions that are set forth in Section 1.5 below, without having obtained your prior written consent and in accordance with the conditions that will be set forth in that consent (if and to the extent that it is given). Without derogating from the generality of that set forth in this Section 1.3 above, we undertake to take all of the required and/or necessary precautions in order to prevent any possibility that the Confidential Information will leave our possession and will reach a Third Party.
1.4 We are aware that giving the Confidential Information to us and/or bringing it to our attention does not confer any rights to it upon us, and that the sole and exclusive purpose for which the Confidential Information is given to us and for which we will be entitled to make use of the Confidential Information is the Permitted Purpose, and we will not be entitled to make use of the Confidential Information for any purpose other than the Permitted Purpose, whether directly or indirectly.

1.5 Without derogating and/or detracting from the generality of that set forth in this Undertaking, we undertake that the transfer of the Confidential Information to our employees and/or to those operating in our name and/or on our behalf, including to the consultants, appraisers, accountants and attorneys operating on our behalf, will only be made to such of those persons who reasonably require the Confidential Information in connection with the performance of the examinations that will be performed by us with respect to our participation in the Sale Procedure (hereinafter jointly: the “Authorized Persons”), and that the transfer of Confidential Information as stated to any of the persons mentioned above in this Section will be made provided that, prior to and as a condition for the transfer of Confidential Information as stated, the Authorized Person receiving the information expressly undertakes vis-à-vis the Company, by signing in the margins of this Undertaking, to maintain complete confidentiality with respect to the Confidential Information that will be given to him, and not to use it for any purpose other than the Permitted Purpose, all in accordance with that set forth in this Undertaking. For the avoidance of doubt, it is hereby clarified that the non-fulfillment of the conditions as stated by any of the Authorized Persons will not release us from any of our undertakings pursuant to this Undertaking, and that we will be liable for the undertakings by the Authorized Persons as stated, jointly and severally with the Authorized Persons, and that any act or omission by the Authorized Persons will be deemed, for the purposes of this Undertaking, to constitute an act or an omission by us.

1.6 Immediately upon your first demand, we undertake to return to the Company all of the Confidential Information that is and/or will be in our possession or in the possession of anyone on our behalf (including the Authorized Persons), including any and all copies, photocopies, correspondence, notes, processing, duplication, abstract, presentation and/or summary of the Confidential Information (including reports and/or working papers and the like) in which the Confidential Information or any part thereof and/or any other material in connection with and/or pertaining to the Confidential Information is reflected or analyzed, all if it was prepared by the Company and/or anyone on its behalf (hereinafter: the “Documents and Data of the Confidential Information”). Without derogating from the generality of the foregoing, we undertake, immediately upon your first demand, to destroy the Documents and Data of the Confidential Information, in such a way that none of the Documents and Data of the Confidential Information will remain in our possession and/or in the possession of anyone on our behalf (including the Authorized Persons). For the avoidance of doubt, it is hereby emphasized that the performance of that set forth in this Section will not derogate from our liability and our remaining undertakings pursuant to this Undertaking.
1.7 If a demand under any law is addressed to us by a competent entity and/or a competent Authority to give them information that constitutes Confidential Information, we will be entitled to provide the information as stated, provided that we notify the Company to that effect immediately and in writing, before providing any Confidential Information as stated, and if this is not possible by law, we will notify the Company to that effect immediately after the provision thereof, and we will ensure that the disclosure as stated is reduced to the necessary minimum for the purpose of compliance with the requirements of the law. In addition, we undertake that, in such a case, we will give the Company a reasonable and sufficient period of time to defend itself against a demand as stated before providing the Confidential Information that was demanded to an entity and/or an authority as stated, unless this is not possible by law.

1.8 We are aware that the Confidential Information was and/or will be given to us, *inter alia*, on the basis of the confirmations and undertakings that have been set forth in this Undertaking.

2. **General**

2.1 The Preamble to this Undertaking constitutes an integral part hereof.

2.2 Each of the terms that are included in this Undertaking (for the avoidance of doubt, including the Preamble hereto), which are defined in the Invitation and are not expressly defined in this Undertaking, will have the meaning that is conferred upon it in the Invitation.

2.3 We are aware of and accept the fact that the information will be given to us in its condition at the time (“As-Is”), and that the provision thereof by the Company and/or by anyone on its behalf will not constitute, under any circumstances whatsoever, any representation, confirmation, promise, description, explanation, estimation and/or undertaking by the Company and/or by anyone on its behalf (including with respect to conducting negotiations in connection with the purchase of the Properties for Sale and/or engaging in an agreement for the purchase of the Properties for Sale), and, therefore, the Company and anyone on its behalf will not bear any liability whatsoever with respect thereto and/or in connection therewith. We are aware that we are required to perform all of the examinations related to the Invitation and the Sale Procedure, the Site and the Properties for Sale, in an independent manner, and any response on our behalf to the Invitation and/or to the Tender, if it is submitted, will be submitted on the basis of our examinations and under our exclusive responsibility. We are aware that the Confidential Information that will be transferred to us is only partial, that there is no certainty that it provides all of the required information that pertains to the Site and the Properties for Sale, and that the Company does not take upon itself any liability with respect to the content of the Confidential Information and/or with respect to the satisfactory or exhaustive nature thereof.

2.4 For the avoidance of doubt, the Company will be entitled to any legal remedy against us that is available to the Company under any law, in the case of breach of any of our undertakings as stated above, whether by us directly or indirectly or by anyone on our
behalf (including the Authorized Persons), including an injunction, a mandatory injunction and an order for the collection of information, and we undertake not to oppose such orders. Without derogating from the foregoing, we are aware that great damage may be caused to the Company and to Third Parties if any of our undertakings pursuant to this Undertaking is breached by us and/or by anyone on our behalf (including the Authorized Persons), and we undertake to indemnify the Company and any Third Party as stated for all of the damage and expenses that will be caused in the case of breach of any of our undertakings as stated above, whether by us directly or indirectly or by anyone on our behalf (including the Authorized Persons), whether through an act or through an omission, for any reason whatsoever.

2.5 The validity our undertakings pursuant to this Undertaking will be valid for 3 years as of the submitting day of this undertaking. For the avoidance of doubt, our undertakings pursuant to this Undertaking will remain fully in effect, even if we do not response to the Invitation and/or if our response to the Invitation, which will be submitted by us, is not accepted, for any reason whatsoever.

2.6 No modification, amendment and/or updating of the provisions of this Undertaking will be valid unless made in writing and signed by us and by the Company.

2.7 Without derogating from the Invitation instructions, if it is determined that any provision of this Undertaking is illegal or unenforceable, this will not detract from the remaining provisions of this Undertaking, which will remain in effect. Without derogating from the foregoing, in any case in which it is determined that any provision of this Undertaking is illegal or unenforceable, the provision with respect to which it has been determined as stated will be replaced by a legal and enforceable provision, the content, purpose and outcome of which are as close as possible to those of the provisions with respect to which it has been determined as stated.

2.8 This Undertaking and the interpretation and implementation hereof will be governed exclusively by Israeli law. The sole and exclusive jurisdiction to hear any dispute, difference of opinion and/or any other matter that will arise between the parties and that is related to and/or results from this Undertaking will rest with the competent courts of the State of Israel in Tel Aviv.

2.9 We are aware and agree that this undertaking by us does not give rise to any impediment and/or limitation for the Company in any matter related to the acceptance of other bids and/or conducting negotiations with any third parties whatsoever, and that, from our point of view, the Company is not subject to any such impediment and/or limitation.

---

**Signature and Stamp of the Participant/the Member**

I hereby declare and certify with my signature that the signers on behalf of the Participant/the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

---

**Date** | **Attorney’s Signature and Stamp**
--- | ---

---

**Date** | **Signature and stamp of the Participant/the Member**
--- | ---

---

L/566005/2090/6659523/1

REVISED VERSION – 3.1.2019
Form "H₁" – Entrepreneurial Experience

[To be completed by the Participant or by the Member or by Related Entity, pursuant to the provisions of Section 6.1 and Section 6.5 of the Invitation]

13. I, __________ the undersigned, am making this affidavit on behalf of __________ (fill the name of the company), the Experience Provider pursuant to Section 6.1 of the Invitation. The Experience Provider is a Member that holds ____% of the Anticipated Holdings in the Participant / a Related Entity to the Participant / to the Member (erase the inapplicable).

14. **The Projects**

<table>
<thead>
<tr>
<th>Information needed</th>
<th>The Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>Project name</td>
<td></td>
</tr>
<tr>
<td>Project owner</td>
<td></td>
</tr>
<tr>
<td>Project type</td>
<td>☐ Entrepreneurship of power Plant(s)</td>
</tr>
<tr>
<td></td>
<td>☐ Entrepreneurship of infrastructure project(s)</td>
</tr>
<tr>
<td>If Entrepreneurship of power Plant(s):</td>
<td>Type of power Plant(s)</td>
</tr>
<tr>
<td></td>
<td>Cumulative installed power</td>
</tr>
<tr>
<td>If Entrepreneurship of Infrastructure Project(s)</td>
<td>Description of project</td>
</tr>
<tr>
<td></td>
<td>Constructio n cost</td>
</tr>
<tr>
<td>Date of financial close/ obtaining a license or concession for the implementation of the project</td>
<td></td>
</tr>
<tr>
<td>Was the project done as part of a joint venture or (as is relevant) the held corporation</td>
<td>Yes</td>
</tr>
<tr>
<td>Scope of the Experience Provider’s holdings in the joint venture or (as is relevant) the held corporation (in %)</td>
<td></td>
</tr>
<tr>
<td>Name and contact details of the project owner (e-mail)</td>
<td></td>
</tr>
</tbody>
</table>

**Date**

**Attorney’s Signature and Stamp**

I hereby declare and certify with my signature that the signers on behalf of the Participant are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

**Date**

**Signature and stamp of the Participant**

**Date**

**Attorney’s Signature and Stamp**

I hereby declare and certify with my signature that the signers on behalf of the Member/Related Entity are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

**Date**

**Signature and stamp of the Member / Related Entity**
**Form "$H_2$" – Operation and Maintenance Experience**

*To be completed by the Participant or by the Members or by the Related Entity or by the Major Subcontractor, pursuant to the provisions of Section 6.2 and Section 6.5 of the Invitation*

1. I, _______ the undersigned, am making this affidavit on behalf of ________ (fill the name of the company), the Experience Provider pursuant to Section 6.2 of the Invitation. The Experience Provider is a Member that holds ____% of the Anticipated Holdings in the Participant / a Related Entity to the Participant/ to the Member/ a Major Subcontractor (erase the inapplicable).

2. **The projects**

<table>
<thead>
<tr>
<th>Information needed</th>
<th>The Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>Project name</td>
<td></td>
</tr>
<tr>
<td>Project owner</td>
<td></td>
</tr>
<tr>
<td>Power Plant(s) type</td>
<td></td>
</tr>
<tr>
<td>Cumulative installed power</td>
<td></td>
</tr>
<tr>
<td>starting date of operation and maintenance of the project</td>
<td></td>
</tr>
<tr>
<td>Date of completion of operation and maintenance of the project</td>
<td></td>
</tr>
<tr>
<td>Was the project done as part of a joint venture or (as is relevant) the held corporation?</td>
<td>□ yes</td>
</tr>
<tr>
<td>Scope of the Experience Provider’s holdings in the joint venture or (as is relevant) the held corporation (in %)</td>
<td></td>
</tr>
<tr>
<td>Name and contact details of the project’s owner (email)</td>
<td></td>
</tr>
</tbody>
</table>
3. **Project that was held as a joint venture or (as is relevant) the held corporation** [This part shall be completed in the event that one of the above projects was carried out by the Experience Provider as part of a joint venture or (as is relevant) the held corporation]

I hereby declare, in relation to projects ____________________; ________________________; ________________; and ____________________, that during the Operation and Maintenance of the above project(s), the Experience Provider held, at the very least, 50% (fifty percent) of the Means of Control of the joint venture or (as is relevant) the held corporation.

Date________________________Signature and Stamp of the Participant

I hereby declare and certify with my signature that the signers on behalf of the Participant are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

Date________________________Signature and stamp of the Member/Related Entity/Major Subcontractor

I hereby declare and certify with my signature that the signers on behalf of the Member/Related Entity/Major Subcontractor are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.
Form "H₃" – Construction Experience

[This form will be completed by the Participant or by the Member or by the Related Entity, pursuant to the provisions of Sections 6.3 and 6.5 of the Invitation]

1. I, ______ the undersigned, am making this affidavit on behalf of _______ (fill the name of the company), the Experience Provider pursuant to Section 6.3 of the Invitation. The Experience Provider is a Member that holds ____% of the Anticipated Holdings in the Participant / a Related Entity to the Participant/ to the Member (erase the inapplicable).

2. The Projects

<table>
<thead>
<tr>
<th>The Information</th>
<th>The Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name</td>
<td>A</td>
</tr>
<tr>
<td>Project Owner</td>
<td></td>
</tr>
<tr>
<td>Project type</td>
<td>□ Construction or EPC contracts of Power Plant(s)</td>
</tr>
<tr>
<td></td>
<td>□ Infrastructure Project(s)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Project type</td>
<td>□ Construction or EPC contracts of Power Plant(s):</td>
</tr>
<tr>
<td></td>
<td>□ Infrastructure Project(s)</td>
</tr>
<tr>
<td>Description of Project</td>
<td></td>
</tr>
<tr>
<td>Date of construction</td>
<td></td>
</tr>
<tr>
<td>Date of completion</td>
<td></td>
</tr>
<tr>
<td>Was the project done as part of a joint venture or (as is relevant) the held corporation?</td>
<td>□ yes</td>
</tr>
<tr>
<td></td>
<td>□ no</td>
</tr>
<tr>
<td>Scope of the Experience Provider’s holdings in the joint venture or (as is relevant) the held corporation (in %)</td>
<td></td>
</tr>
<tr>
<td>Name and contact details of the project's owner (email)</td>
<td></td>
</tr>
</tbody>
</table>
3. **Project that was held as a joint venture or (as is relevant) the held corporation** [This part shall be completed in the event that one of the above projects was carried out by the Experience Provider as part of a joint venture or (as is relevant) the held corporation]

I hereby declare, in relation to projects _______________; _________________; _________________; and _________________, that during the construction of the above project(s), the Experience Provider held, at the very least, 50% (fifty percent) of the Means of Control of the joint venture or (as is relevant) the held corporation and its liability was joint and several.

**Date**

**Attorney’s Signature and Stamp**

I hereby declare and confirm with my signature that the signers on behalf of the Participant are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

**Date**

**Signature and stamp of the Participant**

**Date**

**Attorney’s Signature and Stamp**

I hereby declare and confirm with my signature that the signers on behalf of the Member/Related Entity are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

**Date**

**Signature and stamp of the Member/Related Entity**
Form "H_4" – Ownership Experience

[This form will be completed by the Participant or by the Member or by the Related Entity, pursuant to the provisions of Sections 6.4 and 6.5 of the Invitation]

1. I, __________ the undersigned, am making this affidavit on behalf of __________ (fill the name of the company), the Experience Provider pursuant to Section 6.1 of the Invitation. The Experience Provider is a Member that holds ____% of the Anticipated Holdings in the Participant / a Related Entity to the Participant/ to the Member (erase the inapplicable).

2. The Projects

<table>
<thead>
<tr>
<th>The Information</th>
<th>The Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>Project Name</td>
<td></td>
</tr>
<tr>
<td>Project Type</td>
<td></td>
</tr>
<tr>
<td>☐ Ownership of Power Plants(s)</td>
<td>☐ Ownership of Power Plants(s)</td>
</tr>
<tr>
<td>☐ Infrastructure Project(s)</td>
<td>☐ Infrastructure Project(s)</td>
</tr>
<tr>
<td>If ownership of Power Plant(s): Power Plant type</td>
<td></td>
</tr>
<tr>
<td>Cumulative installed power</td>
<td></td>
</tr>
<tr>
<td>If Infrastructure Project: Description of the Project</td>
<td></td>
</tr>
<tr>
<td>Construction cost</td>
<td></td>
</tr>
<tr>
<td>Starting Date of the Ownership</td>
<td></td>
</tr>
<tr>
<td>Was the project done as part of a joint venture or (as is relevant) the held corporation? yes</td>
<td>☐ yes</td>
</tr>
<tr>
<td>☐ no</td>
<td>☐ no</td>
</tr>
<tr>
<td>Scope of the Experience Provider’s holdings in the joint venture or (as is relevant) the held corporation (in %)</td>
<td></td>
</tr>
</tbody>
</table>

Date

Attorney’s Signature and Stamp

I hereby declare and confirm with my signature that the signers on behalf of the Participant are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

Date

Signature and stamp of the Participant

Date

Attorney’s Signature and Stamp

I hereby declare and confirm with my signature that the signers on behalf of the Member/Related Entity are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

Date

Signature and stamp of the Member/Related Entity
Form "I₁" – Financial Robustness – The Participant
[To be completed separately by the Participant and by each of the Members (and, if relevant, also by the Guarantor), pursuant to the provisions of Section 7.8.1 of the Invitation]

I, the undersigned, ________________________, I.D/ Passport No. ______________________, making this undertaking in the name of ________________________, as part of the Pre-Qualification Submission submitted by ________________, (hereinafter: the “Participant”), within the Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase the Alon Tavor Properties, and hereby declare and undertake as follows:

<table>
<thead>
<tr>
<th>Name of the Participant</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Member</td>
<td></td>
</tr>
<tr>
<td>Expected Percentage of Holdings by the Member in the Participant</td>
<td></td>
</tr>
<tr>
<td>Name of the Guarantor (if relevant)</td>
<td></td>
</tr>
<tr>
<td>Percentage of holdings of the Guarantor in the Participant/the Member (if relevant)</td>
<td></td>
</tr>
</tbody>
</table>

1. **Participant's/ the Member's / Guarantor's Turnover**

<table>
<thead>
<tr>
<th>Fiscal year</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>Weighted Turnover in the last three (3) years**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turnover (NIS)*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* According to the audited Financial Statements (if relevant) of the Participant / the Member / the Guarantor.

** The Weighted Turnover will be calculated according to the formula set out in section 7.2.4 of the Invitation.

2. **Operating Cash Flow of the Participant/ the Member / the Guarantor**

The Participant/ the Member / the Guarantor shall comply with one of the provisions of Section 7.3.1 or Section 7.3.2 of the Invitation.

2.1 **Weighted Operating Cash Flow:**

<table>
<thead>
<tr>
<th>Fiscal year</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>Weighted Operating Cash Flow in the last three (3) years**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Cash Flow (NIS)*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* According to the Audited Financial Statements (if relevant) of the Participant / the Member of the Participant/ the Guarantor.

** The Weighted Operating Cash Flow will be calculated according to the formula set out in section 7.3.1 of the Invitation.
2.2 The ratio between the Weighted Operating Cash Flow and its Equity: [Shall be filled only in case where the Participant or Member or the Guarantor does not comply with the requirements of Section 7.3.1 of the invitation]

The ratio between the absolute value of The Participant's / the Member's / the Guarantor's Weighted Operating Cash Flow in the last three fiscal years and its Equity as at the end of the Last Fiscal Year is _____% (in words: _____________________ percent).

3. Equity

The Equity of the Participant / the Member / the Guarantor according to its Financial Statements of the last fiscal year is NIS _______________________________ (in words: _______________________________ New Israeli Shekels).

4. The most recent audited Financial Statements of each Participant and/or Member and/or each Guarantor did not contain a “Going Concern Notice”.

Date Attorney’s Signature and Stamp
I hereby declare and confirm with my signature that the signers on behalf of the Participant are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

Date Signature and stamp of the Participant

Date Attorney’s Signature and Stamp
I hereby declare and confirm with my signature that the signers on behalf of the Member are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

Date Signature and stamp of the Member

Date Attorney’s Signature and Stamp
I hereby declare and confirm with my signature that the signers on behalf of the Guarantor are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

Date Signature and stamp of the Guarantor
Form "I₂" – Financial Robustness – Financial Entity
[To be completed and signed by the CEO or CFO of the Participant/ Member which is a Financial Entity, pursuant to the provisions of Section 7.8.2 of the Invitation]

I, the undersigned, __________________________, I.D/ Passport No. __________________________, making this undertaking in the name of __________________________, as part of the Pre-Qualification Submission submitted by __________________________, within the Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase the Alon Tavor Properties, and hereby declare and undertake as follows:

<table>
<thead>
<tr>
<th>Name of Participant</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Member</td>
<td></td>
</tr>
<tr>
<td>Expected percentage of holdings by the Member in the Participant</td>
<td></td>
</tr>
<tr>
<td>Name of the Guarantor (if relevant)</td>
<td></td>
</tr>
<tr>
<td>Percentage of holdings of the Guarantor in the Participant/ the Member (if relevant)</td>
<td></td>
</tr>
</tbody>
</table>

1. I am the CEO/ CFO in the Participant/ Member (select applicable).

2. Below is the financial data with respect to the Equity or, the amount of managed assets by the Participant/ Member (select applicable).

   a. Equity

<table>
<thead>
<tr>
<th>Equity, with respect to the Last Fiscal Year</th>
<th>________ NIS</th>
</tr>
</thead>
</table>

   Or

   b. The assets managed by the Participant/ Member

<table>
<thead>
<tr>
<th>managed assets, with respect to the Last Fiscal Year</th>
<th>________ NIS</th>
</tr>
</thead>
</table>

3. I hereby declare that the Participant/ Member is not under liquidation proceedings, bankruptcy proceedings or a stay of proceedings was/were initiated against the Participant and/or any of its Members; a receivership order was issued with respect to it; a temporary or permanent receiver was appointed for it; any insolvency proceeding, of any type and kind whatsoever, was initiated against it, and the like. And that the most recent audit of the Participant /Member did not contain a “Going Concern Notice”.

   Date______________________ Full name_____________________ Signature____________________
Approval

I, the undersigned, Adv. __________________, that my address is ____________________, do hereby certify that, on __________, Mr./Ms. ______________, Identity No. __________, who is the CEO/CFO of ______________, appeared before me, and after he/she was warned by me that he/she would have to affirm the truth and that he/she would be subject to the penalties set forth under law if he/she failed to do so, confirmed the accuracy of the above Affidavit and signed it before me.

Attorney’s signature and stamp
**Form “I₃” – Financial Robustness Form – Private Investment Fund**

(To be completed by the CEO or CFO of the Participant or the Member, which is a Private Investment Fund, pursuant to the provisions of Section 7.8.3 of the Invitation)

I, the undersigned, _______________________, I.D/ Passport No. _______________________, making this undertaking in the name of _______________________, as part of the Pre-Qualification Submission submitted by _______________________, (hereinafter: the “Participant”), within the Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase the Alon Tavor Properties, and hereby declare and undertake as follows:

<table>
<thead>
<tr>
<th>Name of the Participant</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Member</td>
<td></td>
</tr>
<tr>
<td>Expected percentage of holdings by the Member in the Participant</td>
<td></td>
</tr>
<tr>
<td>Name of the Guarantor (if relevant)</td>
<td></td>
</tr>
<tr>
<td>Percentage of holdings of the Guarantor in the Participant/ the Member (if relevant)</td>
<td></td>
</tr>
</tbody>
</table>

5. I am the CEO or CFO of the Participant/the Member (delete the inapplicable).

6. The following table presents the financial data relating to the Participant/the Member:

<table>
<thead>
<tr>
<th>The amount of Unutilized Commitments under its management:</th>
<th>as of the date 14 days prior to the Pre-Qualification Submission Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>___________________________________________ NIS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The amount of Assets Under Management:</th>
<th>as at the end of the Last Fiscal Year:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>___________________________________________ NIS</td>
</tr>
</tbody>
</table>

7. I hereby confirm that the scope of the investment planned by the Private Investment Fund as part of the Sale Procedure is consistent with the Fund’s investment policy.

8. I hereby declare that the Participant/ Member is not under liquidation proceedings, bankruptcy proceedings or a stay of proceedings was/were initiated against the Participant and/or any of its Members; a receivership order was issued with respect to it; a temporary or permanent receiver was appointed for it; any insolvency proceeding, of any type and kind whatsoever, was initiated against it, and the like. And that the most recent audit of the Participant /Member did not contain a “Going Concern Notice”.

__________________  ____________________  __________________
Date                  Full name                  Signature
Certification by an Attorney

I, the undersigned, Adv. ________________, that my address is ________________, do hereby certify that, on __________, Mr./Ms. ________________, Identity No. __________, who is the CEO/CFO of ________________, appeared before me, and after he/she was warned by me that he/she would have to affirm the truth and that he/she would be subject to the penalties set forth under law if he/she failed to do so, confirmed the accuracy of the above Affidavit and signed it before me.

________________________________________
Attorney’s signature and stamp
Form "J" – Financial Robustness – Auditor Certification

[To be completed and signed by the Participant’s auditor. In cases the Participant is a group, the form will be completed and signed separately by the auditor of each of the Members. In cases involving reliance on a “Guarantor” as set forth in the Invitation, the form will also be completed and signed by the auditor of the Guarantor. The form will be completed pursuant to the provisions of Section 7.8.4 of the Invitation]

[This form may be completed on the accountant’s letterhead]

To:
Israel Electric Corporation Ltd.
1 Netiv Ha-Or Street, Haifa

Gentlemen:

Re: Certification of the Financial Data of

As the auditors of ________________ (hereinafter: the “Corporation”), and at the Corporation's request, we hereby certify the following:

1. We have been the auditors of the Corporation since the year ________.

2. The audited [consolidated] financial statements of the Corporation as at the years of 2015, 2016 and 2017 or as the years of 2016, 2017 and 2018 (erase the inapplicable) were audited by our firm (hereinafter: "Audited Financial Statements").

3. Financial data

3.1 Pursuant to the Audited Financial Statements, the Equity of the Corporation for the years ended on December 31, 2017 or 2018 (delete the inapplicable) totals the amount of _______ thousand NIS.

3.2 Pursuant to the Audited Financial Statements, the Turnover of the Corporation for the years ended on December 31, 2015, 2016 and 2017 or 2016, 2017 and 2018 (delete the inapplicable) totals the amount of ________ thousand NIS, _______ thousand NIS and _______ thousand NIS, respectively.

3.3 Pursuant to the Audited Financial Statements, the Operating Cash Flow of the Corporation for the years ended on December 31, 2015, 2016 and 2017 or 2016, 2017 and 2018 (delete the inapplicable) totals the amount of _______ thousand NIS, _______ thousand NIS and _______ thousand NIS respectively.

3.4 If the Corporation is a “Financial Entity,” as this term is defined in the Invitation for Pre-Qualification–

3.4.1 Pursuant to the Audited Financial Statements, the amount of its managed assets for the year 2017 or 2018 (delete the inapplicable) totals the amount of _______ thousand NIS.

3.5 If the Corporation is a “Private Investment Fund”, as this term is defined in the Invitation for Pre-Qualification –
3.5.1 Pursuant to the Audited Financial Statements, the Assets Under Management of the Corporation for the year 2017 or 2018 (delete the inapplicable) totals the amount of _______ thousand NIS.

4. We hereby declare that no “Going Concern Notice” was included in the Audited Financial Statements and the reviewed condensed consolidated interim financial statements (unaudited) dated 31/12/2017, of the Corporation.

5. For the purposes of reporting this declaration, we have received a report from the management of the Corporation with respect to the results of its activity since the Audited Financial Statements, and we have held a discussion on the subject of the “Going Concern Notice” with the management of the Corporation.

6. Starting on the signing date of the above-referenced financial statements and up to the date on which we are signing this declaration, no information on any substantive change for the worse in the business situation of the Corporation, to the point of raising real doubts with respect to the continued existence of the Corporation as a “Going Concern Notice” has come to our attention, including on the basis of the examinations as set forth in Section 5 above and of trial balances that were prepared for the Corporation (if any trial balances were prepared during the referenced period of time).

7. We hereby declare that the Corporation has no audited financial statements that postdate the Audited Financial Statements.

___________________________________________________
Date Signature and stamp of the auditor of the Corporation
Form "K" – Letter of Guarantee

[To be signed and completed, if relevant, by the Guarantor, pursuant to the provisions of Section 7.7 and 7.8.6 of the Invitation]

1. General information

| Name of the Participant relying on the Guarantor: | ___________________________ |
| Name of the Member relying on the Guarantor: | ___________________________ |
| Name of the Guarantor: | ___________________________ |
| Guarantor’s holdings in the Participant / the Member: | ___ % |

2. Details with respect to the Guarantor

Name of the Guarantor: ___________________________
Corporation No.: ___________________________
Place of registration: ___________________________
Date of registration: ___________________________
Registered address: ___________________________
Telephone No.: ___________________________
Fax No.: ___________________________
Email address: ___________________________

<table>
<thead>
<tr>
<th>Name</th>
<th>Profession</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Directors or Executives of the Guarantor:

<table>
<thead>
<tr>
<th>Name</th>
<th>Profession</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Position Holders Of the Guarantor:

<table>
<thead>
<tr>
<th>Name</th>
<th>Profession</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Declarations and undertakings

Each of the terms included in this Undertaking (for the avoidance of doubt, including in the Preamble hereto) that are defined in the Invitation and are not expressly defined in this Undertaking, will have the meaning that is conferred upon it in the Invitation.

We, the undersigned, hereby declare and undertake as follows:

4. This Undertaking is being given as part of the Pre-Qualification Submission submitted by (hereinafter: the “Participant”), within the Invitation for Pre-Qualification to Participate in a Tender for the Submission of Bids to Purchase the Alon Tavor Properties.

5. We are lawfully incorporated in the country of our incorporation.
6. We, including the directors or officers, or our Related Entities, are not residents or citizens of a Country With Which Israel Has No Diplomatic Relations.

7. We declare that we have examined the representations and declarations that are included in the Participant’s Pre-Qualification Submission, and that we have examined the provisions of the Invitation that imposed limitations and direct duties upon the Guarantor, and we take the referenced conditions, and especially the powers that are conferred in those provisions upon Israel Electric Corporation Ltd., upon ourselves, and declare that each of the referenced representations and declarations should be viewed as if they had been given by the Participant and the Guarantor, jointly and severally.

8. We hereby autonomously and unconditionally undertake to comply with all of the monetary and other undertakings of the Participant / the Member in connection with the Invitation and the Sale Procedure.

9. We are aware that this undertaking by us is irrevocable and is being given independently vis-à-vis Israel Electric Corporation Ltd., and vis-à-vis the Participant / the Member, and not as a guarantee. Accordingly, all of the reservations, protections and rights that are conferred upon a guarantor with respect to and including the Guarantee Law, 5728-1968, will not apply to this undertaking by us.

10. We have the financial robustness that is required in Section 7 of the Invitation, and we declare that our minimum Equity, our Turnover and our Operating Cash Flow – all as is relevant – are as required in the Invitation Documents.

11. We declare and consent that all of our signatures on the Pre-Qualification Submission and the Pre-Qualification Forms in the Invitation that pertain to us are fully binding upon us.

12. Without derogating from the Participant’s liability and/or from Israel Electric Corporation Ltd.’s right to raise complaints against us and/or against the Participant, jointly and severally, we bear complete liability vis-à-vis Israel Electric Corporation Ltd. in all matters that pertain to any damage and/or loss of any kind whatsoever that will be caused as a result of one of the following cumulative conditions:

12.1 If any of the representations and/or the declarations included in the Participant’s Pre-Qualification Submission with respect to the Guarantor are found to be incorrect and/or inaccurate as of the signing date of this declaration.

12.2 If it is found that the Guarantor participated in illegal and/or malicious conduct with respect to the Pre-Qualification Procedure.

12.3 If it is found that the Guarantor breached any of its undertakings under this declaration.

13. The content of this undertaking will continue in effect and will not be adversely affected in any case of modification of the Invitation Documents, at any stage, and we give our consent in advance to any such modification, and, in addition, we consent to the adaptation of our undertakings pursuant to this document to the Invitation Documents as they will be modified as stated.

14. We and any entity that controls us and/or that is controlled by us and/or that is under joint control with us are participating, in the Pre-Qualification Procedure, in this Pre-Qualification Submission only, and not in any other Pre-Qualification Submission.

15. We do not employ or engage with any of the Advisors to the Tender Committee listed in Appendix 4 to the Invitation.
16. We declare that we are aware that the Pre-Qualification Submission does not require the IEC and/or the Tender Committee to declare the Participant as a Eligible Participant; and that the IEC and/or the Tender Committee has the authority to reject and/or to disqualify some or all of the Pre-Qualification Submissions; and/or to request the receipt of additional information from the Participants or from other Entities, including the Guarantor; and/or to cancel and/or to modify the Invitation Documents at any given time and/or to hold negotiations with each or all of the Participants.

17. We bear the responsibility for ensuring that: (1) the part of the Pre-Qualification Submission that pertains to us is accurate, complete and updated, as of the date of submission of the Pre-Qualification Submission, in accordance with the requirements presented in the Invitation Documents and the appendices thereto; and (2) the Pre-Qualification Submission parts that pertain to us are fully compliant with the requirements and provisions of the Invitation Documents.

18. We undertake to maintain confidentiality with respect to any information, whether given in writing or orally, that pertains to the Pre-Qualification Procedure, and that we have received in the framework of the information presented in the Invitation Documents, or in discussions that pertain to this matter.

19. We undertake not to raise any complaint and/or claim against the IEC and/or the Tender Committee on the basis and/or as a result of any misunderstanding or lack of knowledge with respect to any term or provision in the Invitation Documents, and we hereby waive, with no reservations whatsoever, our right to raise any complaint and/or claim against the IEC and/or the Tender Committee in connection with the foregoing.

20. We declare that we are fully bound by the Participant’s Pre-Qualification Submission, *inter alia*, in any case in which the Participant’s Pre-Qualification Submission is changed or updated in accordance with the powers conferred upon the IEC and/or the Tender Committee.

21. We confirm that all of the costs related to the filing of our share of the Pre-Qualification Submission, including, without exception, our examination of the relevant Invitation Documents, will be borne in their entirety by us and/or by the Participant, and we will have no complaint and/or cause of action in this context.

22. No legal proceeding is pending against us, including proceedings for liquidation, dissolution, receivership, bankruptcy, settlement and arrangement, or any similar proceeding that may prevent, impede or interfere with the implementation of this undertaking or part hereof.

23. Any matter related to this undertaking will be subject to the laws of the State of Israel, including with respect to the manner of its interpretation and the undertakings of the Guarantor.

24. The breach of any of the declarations, agreements or representations set forth above, jointly or severally, will establish cause for the disqualification of the Participant’s Pre-Qualification Submission.

__________________________
Date

I hereby declare and confirm with my signature that the signers on behalf of the Guarantor are authorized signatories on its behalf and are entitled to bind it for the purposes of this Pre-Qualification Procedure.

__________________________
Date

Signature and stamp of the Guarantor
Form "L" – Affidavit with Respect to Compliance with the Provisions of the Transactions with Public Entities Law

[To be completed and signed by the Participant and by each Member (if the Participant is a group), pursuant to the provisions of Section 5.5 and 5.12.5 of the Invitation]

To:
Israel Electric Corporation Ltd.
1 Netiv Ha-Or Street, Haifa

Gentlemen:

Re: Affidavit Pursuant to Section 2(B)b of the Transactions with Public Entities Law, 5736-1976 (hereinafter: the “Transactions with Public Entities Law”)

I, the undersigned, ______________, Identity No. __________, having been warned that I must tell the truth and that I will be subject to the penalties that have been set forth under law if I fail to do so, do hereby affirm in writing as follows:

1. I give this Affidavit in the name of __________________________ (the "Entity") to Israel Electric Corporation Ltd. as part of the Pre-Qualification Submission submitted by __________________________ in response to the Invitation for Pre-Qualification to participate in a Tender for the Submission of Bids to Purchase the Alon Tavor Properties.

2. I serve as the ______________ of the Entity, and I have been empowered under law to provide this Affidavit in the name of the Entity and on its behalf.

3. I hereby affirm, after having performed a clarification and an examination, that, as of the Pre-Qualification Submission Date in the above-referenced Invitation, the Entity and every Related Entity to it [check (✓) the relevant alternative]:

   □ Have not been Convicted of more than two (2) offenses under the Foreign Workers Law (Prohibition Against Unlawful Employment and Assurance of Fair Conditions), 5751-1991 (hereinafter: the “Foreign Workers Law”) and the Minimum Wage Law, 5747-1987 (hereinafter: the “Minimum Wage Law”).

   □ Have been Convicted of more than two (2) offenses under the Foreign Workers Law and the Minimum Wage Law, but, as of the Pre-Qualification Submission Date in the Invitation, at least one (1) year has elapsed since the date of the most recent conviction.

   □ Have been Convicted of more than two (2) offenses under the Foreign Workers Law and the Minimum Wage Law, according to the details listed below, and, as of the Pre-Qualification Submission Date, at least one (1) year has not yet elapsed since the date of the most recent conviction.
<table>
<thead>
<tr>
<th>Serial No.</th>
<th>Details of the offense [Section No. and name of law]</th>
<th>Date of the conviction [month and year]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Additional rows can be added as necessary.

For the purposes of this Section 3, “Convicted” and “Connected Entity” – as these terms are defined in the Transactions with Public Entities Law, 5736-1976.¹

**Affidavit pursuant to Section 2b1 of the Transactions with Public Entities Law**

4. I hereby affirm, after having performed a clarification and an examination, that, as of the Pre-Qualification Submission Date in the above-referenced Invitation, one of the following applies [check (✓) the relevant alternative]:

- Alternative A – The provisions of Section 9 of the Equal Opportunities for Persons with Disabilities Law, 5758-1998 (hereinafter: the **“Equal Opportunities Law”**) do not apply to the Participant.²

- Alternative B – The provisions of Section 9 of the Equal Opportunities Law apply to the Entity, and it fulfills them.

  - [If checked Alternative B – please continue]:
    - Alternative (1) – The Entity employs fewer than 100 employees.
    - Alternative (2) – The Entity employs at least 100 employees, and it undertakes to apply to the Director-General of the Ministry of Labor, Welfare and Social Services, for the purpose of an examination of the implementation of its duties pursuant to Section 9 of the Equal Opportunities Law, and, if necessary – for the purpose of receiving instructions in connection with the implementation thereof.

If the Entity has undertaken in the past to apply to the Director-General of the Ministry of Labor, Welfare and Social Services pursuant to the provisions of Alternative (2) above, and entered into an agreement pursuant to which it undertook as stated in that Alternative (2) – it declares that it applied, as it was required to do, and if it received

¹ “**Convicted**” of an offense – convicted in a peremptory judgment of an offense that was committed after 25 Heshvan 5763 (October 31, 2002); **“Connected Entity”** – any of the following: (1) a body of persons controlled by the supplier; (2) if the supplier is a body of persons, any of the following: (a) its controlling shareholder; (b) a body of persons, the composition of the shareholders in which or the partners in which, as is relevant, is essentially similar to the composition as stated of the supplier, and the areas of activity of the body of persons are essentially similar to the areas of activity of the supplier; (c) the person on behalf of the supplier who is responsible for the payment of salaries; (3) if the supplier is a body of persons that is controlled by way of significant control – another body of persons, which is controlled by way of significant control by the entity that controls the Participant; **“Means of Control,” “Holding” and “Control”** – as these terms are defined in the Banking Law (Licensing), 5741-1981; **“Significant Control”** – holding of three-quarters or more of a specific type of means of control of a body of persons.

² The provisions of Section 9 of the Equal Opportunities Law apply to an “Employer,” as that term is defined there: “An employer that employs more than 25 employees, other than the State or another employer to which the provisions of Section 15A of the Civil Service Law (Appointments), 5719-1959, apply.”
instructions for the implementation of its duties pursuant to Section 9 of the Equal Opportunities Law, it also took measures to implement them.

5. Entity which Alternative B in Section 4 above applies to – The Entity undertakes to forward a copy of the Affidavit pursuant to Section 4 above to the Director-General of the Ministry of Labor, Welfare and Social Services, within 30 days of the “Date of the Agreement,” as this term is defined in the Transactions with Public Entities Law.

6. Attached to this Affidavit are the following certifications:

   6.1 A valid certification from an Assessing Officer for an accountant with respect to the keeping of account books as provided by law, pursuant to the provisions of the Income Tax Ordinance (New Version) and the VAT Law, 5736-1975.

   6.2 A valid certification from an Assessing Officer or an accountant with respect to reporting to the Assessing Officer on its income and to the Director of VAT on transactions that are taxed under the VAT Law, 5736-1975.

7. This is my name, this is my signature, and the content of my Affidavit above is true.

   ____________________________  ____________________________  ____________________________
   Date                                Full name                          Signature

Certification by an Attorney

I the undersigned, Adv. _____________________, of _____________________, do hereby certify that, on ________, Mr./Ms. _____________________, Identity No. __________, who is competent to affirm on behalf of the Participant/the Member for all intents and purposes, appeared before me, and after he/she was warned by me that he/she would have to affirm the truth and that he/she would be subject to the penalties set forth under law if he/she failed to do so, confirmed the accuracy of the above Affidavit and signed it before me.

   ____________________________
   Attorney’s signature and stamp