

## APPENDIX A

### DEFINITIONS VOLUME

1. All terms capitalized in the Contract Documents, but not defined therein, shall have the meaning set forth in this Definitions Volume.
2. Notwithstanding the above, in the event of any conflict between the definitions herein and the definitions included in any other of the Contract Documents, the definitions herein shall prevail, provided however, that in the event of doubt, the definition most favorable to the State shall apply.
3. In this Definitions Volume:
  - 3.1 All references to a company, is to any company, corporation or other body corporate wherever and however incorporated or established;
  - 3.2 All references to a document, is to that document as supplemented, otherwise amended or replaced from time to time;
  - 3.3 The masculine, feminine or neuter gender respectively includes the other genders and any reference to the singular includes the plural (*and vice versa*);
  - 3.4 The term “including” means “including without limitation” (with related words being construed accordingly), the term “in particular” means “in particular but without limitation” and other general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things; and
  - 3.5 A specific statute or statutory provision includes any consolidation, re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time.
4. In the Contract Documents, unless the context requires otherwise, any reference to a term in the first column of the table below shall have the meaning set forth opposite such term.

<b>Accompanying Team</b>	The team consisting of representatives of the body initiating the plan, the body submitting the plan, the Ministry of Environmental Protection, the District Planner in the Ministry of Interior and the Local Councils appointed by the National Council as defined in the National Planning Scheme 31A and in accordance with the powers set forth therein.
<b>Accountant General</b>	Shall mean the Accountant General of the State of Israel.
<b>Accountant General Interest</b>	Shall mean the Accountant General interest rate (the first one), as determined from time to time by the Accountant General and calculated in accordance with its instructions.

<b>Actual State Periodic Payment or ASPP</b>	Shall have the meaning set forth in Section 4.7.6 ( <i>Actual State Periodic Payment</i> ) of the Concession Agreement.
<b>Addenda, Amendment</b>	Shall have the meaning set forth in Section 2.8 ( <i>Addenda and Amendments</i> ) of the Invitation to Bid.
<b>Additional Commercial Activity</b>	Any Commercial Activity performed by the Concessionaire whether directly or through a Subsidiary, from which the Concessionaire or a Subsidiary thereof derives any income or any other indirect benefits, in accordance with the provisions of Section 14 ( <i>Additional Commercial Activity</i> ) to the Concession Agreement, other than the collection of Tolls.
<b>Adjusted Actual Toll Revenue or AATR</b>	Shall have the meaning set forth in Section 3 ( <i>Actual Toll Revenue</i> ) of Appendix D1 ( <i>Toll Revenue Guarantee</i> ).
<b>Adjusted Periodic Payment for Partial Operation Phase</b>	Shall have the meaning set forth in Section 7 ( <i>Adjusted Periodic Payment for Partial Operation Phase</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ).
<b>Adjusted Quarterly Actual Toll Revenue or AATRq</b>	Shall have the meaning set forth in Section 3 ( <i>Actual Toll Revenue</i> ) of Appendix D1 ( <i>Toll Revenue Guarantee</i> ).
<b>Adjusted Quarterly Toll Revenue Target or ATRTq</b>	Shall have the meaning set forth in Section 2 ( <i>Toll Revenue Target</i> ) of Appendix D1 ( <i>Toll Revenue Guarantee</i> ).
<b>Adjusted Toll Revenue Target or ATRT</b>	Shall have the meaning set forth in Section 2 ( <i>Toll Revenue Target</i> ) of Appendix D1 ( <i>Toll Revenue Guarantee</i> ).
<b>Alternative Component</b>	Shall have the meaning set forth in Section 9.1 ( <i>General</i> ) of the Invitation to Bid.
<b>Amended Financing Agreement</b>	Shall have the meaning set forth Section 23.2 ( <i>Refinancing</i> ) of the Concession Agreement.
<b>Anticipated Effective Date</b>	Shall have the meaning set forth in Section 2.4.1 of the Concession Agreement.
<b>Anticipated Holdings</b>	The Members' holdings in the Bidder that correspond to the anticipated holdings approved by the Tender Committee pursuant to the Bidder's Pre-Qualification Submission or any update thereof.
<b>Antiquities Law</b>	Antiquities Law, 1978.
<b>Applicable Long Term Interest Rate</b>	Shall mean: <ul style="list-style-type: none"> <li>a) the Reference Long Term CPI Interest Rate, the Reference Long Term Nominal NIS Interest Rate, the Reference Long Term Euro Interest Rate or the Reference Long Term Euro Interest Rate, as the case may be; or</li> <li>b) in the event of a reset of the interest rate under the Project Financing Agreements - the Long Term CPI Interest Rate, the</li> </ul>

	Long Term Nominal NIS Interest Rate, the Long Term Euro Interest Rate or the Long Term USD Interest Rate, as the case may be, on the date of reset.
<b>Applicable Margin</b>	The blended margin due on the senior debt in accordance with Financing Agreements taking into account the hedging costs if relevant.
<b>Appropriate Yield</b>	Shall mean an amount which together with the paid up share capital or the principal of the Shareholders Loan, as the case may be, is required in order to give the paid up share capital or the Shareholders Loan, respectively, a rate of return for the period from the actual investment and until the Termination Date, equal to the Average Reference Long Term Interest Rate plus five percent (5%).
<b>Approval</b>	Consent, authorization or permit of any type given under and in accordance with the provisions of the Concession Agreement or any Laws and Regulations.
<b>Approved Final Maintenance Plan</b>	Shall mean the approved detailed plan for all rehabilitation works as required according to the transfer audit report in order to comply with the final transfer requirements set forth in Volume 12 ( <i>Operation and Maintenance</i> ).
<b>Arbitrator(s)</b>	Shall mean the Chairman, the economist and the engineer appointed in accordance with the provisions of Appendix K ( <i>Dispute Resolution</i> )
<b>Articles of Association</b>	Shall mean the Articles of Association of the Concessionaire as attached to the Concession Agreement.
<b>Associated Facilities</b>	Works with respect to Utilities and road sections which are to be built by the Concessionaire pursuant to the Concession Agreement, but whose operation and maintenance is the responsibility of third parties.
<b>Assumption(s)</b>	Shall have the meaning ascribed thereto in Section 1.1 ( <i>Indices Adjustments; Assumptions</i> ) of Appendix G1 ( <i>Examination of the Sum of Payments</i> ) of the Invitation to Bid.
<b>Assumption Book</b>	Shall have the meaning ascribed thereto in Section 3.9 ( <i>Assumption Book</i> ) of Annex F ( <i>The Financial Proposal</i> ) of the Invitation to Tender.
<b>Auditor</b>	Shall mean the auditor appointed pursuant to the provisions of Section 26.1 ( <i>Appointment of Auditor</i> ) of the Concession Agreement.
<b>Authorized Planning Committee</b>	Shall mean the authorized planning committee as defined in the Planning and Building Law-1965.
<b>Authorized Representative</b>	Shall have the meaning ascribed thereto in Section 5.5 ( <i>Authorized Representative</i> ) of the Invitation to Bid and until the nomination thereof, shall mean the Entity designated to receive instructions for and on behalf of any and all the Members of the Bidder during the Tender Process, as designated by the Bidder in Pre-Qualification Form “B”, pursuant to Section 2.6.1 of the Invitation for Pre-

	Qualification Submissions after its submission.
<b>Available Insurance Proceeds</b>	Shall mean insurance proceeds available to the Concessionaire due to an Event of Force Majeure or the effects thereof (including, reinstatement and loss of profits), whether pursuant to insurance coverage under Law (including the Property Tax and Compensation Fund Law-1961), procured pursuant to the requirements of Appendix G ( <i>Insurance</i> ), or pursuant to insurance coverage actually obtained for purposes of the Project (including loss of profits and business interruption).
<b>Average Life of Remaining Funding</b>	<p>Shall mean, with regard to a specified date:</p> $\frac{A/B}{4}$ <p>where, solely for the purposes of this definition:</p> <p>(a) <math>A = \sum_{i=1}^t \frac{PMT_i * i}{(1 + r/4)^i}</math></p> <p>(b) <math>B = \sum_{i=1}^t \frac{PMT_i}{(1 + r/4)^i}</math></p> <p>(c) "PMT<sub>i</sub>" shall mean the total amount of expected payments due under the applicable Senior Debt Financing Agreement(s) in a specific three month period "i", including all payments of principal and interest in regards of such period "i";</p> <p>(d) "i" is an index variable that numbers such three month periods commencing from the specified date until the expected date of the relevant Payment;</p> <p>(e) "t" is the upper bound of summation, and shall mean the total number of remaining periods "i" commencing from the specified date until the date of the final Payment under the applicable Senior Debt Financing Agreement(s); and</p> <p>(f) "r" shall mean the annual effective interest under the Senior Debt Financing Agreement.</p>
<b>Average Reference Long Term Interest Rate</b>	Shall mean, as of a specified date, the weighted average of the Reference Long Term CPI Interest Rate, the Reference Long Term Nominal NIS Interest Rate, the Reference Long Term Euro Interest Rate and the Reference Long Term USD Interest Rate, weighted based on the Long Term Senior Debt Financing Agreements Debt Composition on the date of issuance of the Permit to Operate the Project.
<b>AWI</b>	Shall mean the Average Wage Index of Israeli employees published from time to time by the Israeli Central Bureau of Statistics (Table 8/8). The AWI on any applicable date shall mean the effective AWI on the morning of such date.
<b>Balance of the Senior Debt</b>	Shall mean the aggregate of all amounts owed by the Concessionaire under the Senior Debt Financing Agreements as of the Termination

	<p>Date, in the currency or currencies specified in the Senior Debt Financing Agreements, and including amounts payable due to letter(s) of credit which have been issued pursuant to the Senior Debt Financing Agreements, provided however that such amounts shall be calculated taking into account:</p> <ul style="list-style-type: none"> <li>i. amounts payable, if any, pursuant to Section 27.1 (<i>Make-whole Payment</i>) or Section 27.2 (<i>Mark to Market Payment</i>) of the Concession Agreement;</li> <li>ii. the application of the provisions of Section 27.3 (<i>Compensation by the State following Partial Repayments by the Concessionaire to the Finance Providers</i>) of the Concession Agreement;</li> </ul> <p>and further reduced by:</p> <ul style="list-style-type: none"> <li>iii. any amounts received from the Senior Debt Finance Providers other than for the purposes of this Concession Agreement</li> <li>iv. any amounts due to the Senior Debt Finance Providers as a result of any Financing Agreement, amendment or material waiver to the Financing Agreements or Related Party Transactions, where any of the above have not been approved by the State;</li> <li>v. any amounts payable as a result of a failure of the Concessionaire to meet its obligations under the Financing Agreements, including default interest, penalties, prepayment fees, and any other such obligations or liabilities of the Concessionaire (other than such obligations to the extent that they are directly related to the termination of the Concession Agreement in accordance with the provisions of Section 20 (<i>Termination by the Concessionaire</i>) of the Concession Agreement or in accordance with the provisions of Section 16.3 (<i>Termination for Convenience</i>) of the Concession Agreement, as the case may be);</li> <li>vi. unless deducted as per the calculation of Balance of the Senior Debt, amounts outstanding to the credit of any account of the Concessionaire, including debt service reserve accounts, at the date of the Notice of Termination, unless withdrawal of amounts from any such accounts following the date of the Notice of Termination has been authorized by the State;</li> <li>vii. any amounts recovered or recoverable as the result of enforcement of security by Senior Debt Finance Providers and Insurance Policies (except for insurance proceeds with respect to which the State has instructed that they will be used for restoration of the Project), including any amounts claimable as of the Termination Date in respect of contingent funding liabilities of the Initial Shareholders or Shareholders toward the Senior Debt Finance Providers under the Financing Agreements, including guarantees, letters of credit in respect of deferred equity and obligations to fund reserve accounts (“Securities”),</li> </ul>
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	<p>including Securities which are triggered as a result of termination of the Concession Agreement;</p> <p>iii. any amounts reduced pursuant to the application of the provisions of Section 27.4 (<i>Actions Following Notice of Termination</i>) of the Concession Agreement;</p> <p>ix. any amounts reduced pursuant to the application of the provisions of Section 21.2 (<i>Following Termination Notice</i>) of the Concession Agreement;</p> <p>x. any amounts payable to the Concessionaire as a result of any hedging arrangements.</p> <p>and provided that no applicable sum shall be doubly deducted.</p> <p>The deductions specified in subsections (iii)-(x) above shall be referred to as the "<b>Senior Debt Deductions</b>".</p>
<p><b>Balance of the Subordinated Debt</b></p>	<p>Shall mean the aggregate of all amounts owed by the Concessionaire under the Subordinated Debt Financing Agreements as of the Termination Date, in the currency or currencies specified in the Subordinated Debt Financing Agreements, provided however that such amounts shall be calculated taking into account:</p> <p>i. amounts payable, if any, pursuant to the application of the provisions of Section 27.1 (<i>Make-whole Payment</i>) of the Concession Agreement;</p> <p>ii. the application of the provisions of Section 27.3 (<i>Compensation by the State following Partial Repayments by the Concessionaire to the Finance Providers</i>) of the Concession Agreement;</p> <p>and further reduced by:</p> <p>iii. any amounts received from the Subordinated Debt Finance Providers other than for the purposes of this Agreement;</p> <p>iv. any amounts due to the Subordinated Debt Finance Providers as a result of any Subordinated Debt Financing Agreement or amendments or material waivers to Subordinated Debt Financing Agreements or Related Party Transactions, where any of the above have not been approved by the State;</p> <p>v. any amounts payable as a result of a failure of the Concessionaire to meet its obligations under the Subordinated Debt Financing Agreements, including default interest, penalties, prepayment fees, and any other such obligations or liabilities of the Concessionaire (other than such obligations to the extent that they are directly related to the termination of the Concession Agreement in accordance with the provisions of Section 20 (<i>Termination by the Concessionaire</i>) or in accordance with the provisions of Section 16.3 (<i>Termination for Convenience</i>) of the Concession Agreement, as the case may be);</p>

	<p>vi. amounts outstanding to the credit of any account of the Concessionaire, including debt service reserve accounts, at the date of the Notice of Termination, unless withdrawal of amounts from any such accounts following the date of the Notice of Termination has been authorized by the State; and</p> <p>vii. any amounts recovered or recoverable as the result of enforcement of security by Subordinated Debt Finance Providers and Insurance Policies, including any amounts claimable as of the Termination Date in respect of contingent funding liabilities of the Initial Shareholders or Shareholders toward the Subordinated Debt Finance Providers under the Subordinated Debt Financing Agreements, including guarantees, letters of credit in respect of deferred equity and obligations to fund reserve accounts (“Securities”), including Securities which are triggered as a result of termination of the Concession Agreement;</p> <p>viii. any amounts reduced pursuant to the application of the provisions of Section 27.4 (<i>Actions Following Notice of Termination</i>) of the Concession Agreement;</p> <p>ix. any amounts reduced pursuant to the application of the provisions of Section 19.4 (<i>Effects of Termination by the State</i>) of the Concession Agreement; and</p> <p>x. any amounts payable to the Concessionaire as a result of any hedging arrangements.</p> <p>and provided that no applicable sum shall be doubly deducted.</p> <p>The deductions specified in subsections (iii)-(x) above shall be referred to as the “<b>Subordinated Debt Deductions</b>”.</p>
<b>Bank of Israel Interest Rate</b>	Shall mean the headline interest rate (simple) published by the Bank of Israel.
<b>Base AWI</b>	Shall have the meaning ascribed thereto in Section 10.1.1 ( <i>Bids Submission Date Rates</i> ) of Appendix D to the Concession Agreement.
<b>Base Bank of Israel Interest Rate</b>	Shall have the meaning ascribed thereto in Section 2.2 ( <i>Floating Interest Rate Adjustment of the Base Short Term Floating and the Base Grant Bridge Floating One-Off Payments</i> ) subsection (d), of Appendix D ( <i>Adjustment of the Payments</i> ) to the Concession Agreement.
<b>Base Construction Grant</b>	Shall mean the total sum of the Construction Grant specified in the table in Section 4.7.1 ( <i>Construction Grant</i> ) of the Concession Agreement.
<b>Base CPI</b>	Shall have the meaning ascribed thereto in Section 10.1.1 ( <i>Bids Submission Date Rates</i> ) of Appendix D to the Concession Agreement.
<b>Base EURIBOR Rate</b>	Shall have the meaning ascribed thereto in Section 2.2 ( <i>Floating Interest Rate Adjustment of the Base Short Term Floating and the Base Grant Bridge Floating One-Off Payments</i> ) subsection (d), of Appendix D ( <i>Adjustment of the Payments</i> ) to the Concession

	Agreement.
<b>Base Floating One-Off Payment</b>	Shall have the meaning ascribed thereto in Section 2.2 ( <i>Floating Interest Rate Adjustment of the Base Short Term Floating and the Base Grant Bridge Floating One-Off Payments</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ).
<b>Base HICP</b>	Shall have the meaning ascribed thereto in Section 10.1.1 ( <i>Bids Submission Date Rates</i> ) of Appendix D to the Concession Agreement.
<b>Base IPB</b>	Shall have the meaning ascribed thereto in Section 10.1.1 ( <i>Bids Submission Date Rates</i> ) of Appendix D to the Concession Agreement.
<b>Base IRC</b>	Shall have the meaning ascribed thereto in Section 10.1.1 ( <i>Bids Submission Date Rates</i> ) of Appendix D to the Concession Agreement.
<b>Base LIBOR USD Rate</b>	Shall have the meaning ascribed thereto in Section 2.2 ( <i>Floating Interest Rate Adjustment of the Base Short Term Floating and the Base Grant Bridge Floating One-Off Payments</i> ) subsection (d), of Appendix D ( <i>Adjustment of the Payments</i> ) to the Concession Agreement.
<b>Base Long Term CPI Interest Rate</b>	Shall have the meaning ascribed thereto in section 3.1 ( <i>Interest Rates in Accordance with Annex G (The Price Proposal) of the Invitation to Tender</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) to the Concession Agreement.
<b>Base Long Term Euro Interest Rate</b>	Shall have the meaning ascribed thereto in section 3.1 ( <i>Interest Rates in Accordance with Annex G (The Price Proposal) of the Invitation to Tender</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) to the Concession Agreement.
<b>Base Long Term Nominal NIS Interest Rate</b>	Shall have the meaning ascribed thereto in section 3.1 ( <i>Interest Rates in Accordance with Annex G (The Price Proposal) of the Invitation to Tender</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) to the Concession Agreement.
<b>Base Long Term USD Interest Rate</b>	Shall have the meaning ascribed thereto in section 3.1 ( <i>Interest Rates in Accordance with Annex G (The Price Proposal) of the Invitation to Tender</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) to the Concession Agreement.
<b>Base NPV Rate</b>	Shall have the meaning set forth in Section 23.2.3(12) of the Concession Agreement.
<b>Base Main Component of Total Target Income</b>	Shall have the meaning ascribed thereto in Section 8 ( <i>Adjusted Total Target Income</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) to the Concession Agreement.
<b>Base Official Euro Exchange Rate</b>	Shall have the meaning ascribed thereto in section 10.1.1 ( <i>Bids Submission Date Rates</i> ) of Appendix D to the Concession Agreement.
<b>Base Official USD Exchange Rate</b>	Shall have the meaning ascribed thereto in section 10.1.1 ( <i>Bids Submission Date Rates</i> ) of Appendix D to the Concession Agreement.
<b>Base One-off Payments</b>	Shall consist of the payments set forth in Section 2 ( <i>Adjustment of the Base One-Off Payments</i> ) of Appendix D ( <i>Adjustment of the</i>



	<i>Payments</i> ).
<b>Base One-Off Payment Adjustment Tables</b>	The Short Term Base Interest Adjustment of the Base One-Off Payment ( <i>Table 1</i> ) and the Floating Interest Rate Adjustment of the Base Floating One-Off Payment ( <i>Table 2</i> ) in Section 2 ( <i>Adjustment of the Base One-Off Payment</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ).
<b>Base Operation Component of Total Target Income</b>	Shall have the meaning ascribed thereto in Section 8 ( <i>Adjusted Total Target Income</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) to the Concession Agreement.
<b>Base Periodic Payment for Partial Operation Phase</b>	Shall have the meaning set forth in Section 4.7.3 ( <i>Base Periodic Payment for Partial Operation Phase – Section of the Highway</i> ) of the Concession Agreement.
<b>Base Rates</b>	Shall mean the interest rates and indices published by the Tender Committee pursuant to Section 1 ( <i>Base Rates Issued by the Tender Committee</i> ) of Annex G ( <i>The Price Proposal</i> ) to the Invitation to Bid.
<b>Base Refinance Interest Rate</b>	Shall have the meaning set forth in Section 23.2.3(11) of the Concession Agreement.
<b>Base Short Term CPI Interest Rate</b>	Shall mean the Short Term CPI Interest Rate published by the Tender Committee pursuant to Section 1 ( <i>Base Rates Issued by the Tender Committee</i> ) of Annex G ( <i>The Price Proposal</i> ) to the Invitation to Bid.
<b>Base Short Term Euro Interest Rate</b>	Shall mean the Short Term Euro Interest Rate published by the Tender Committee pursuant to Section 1 ( <i>Base Rates Issued by the Tender Committee</i> ) of Annex G ( <i>The Price Proposal</i> ) to the Invitation to Bid.
<b>Base Short Term Nominal NIS Interest Rate</b>	Shall mean the Short Term Nominal NIS Interest Rate published by the Tender Committee pursuant to Section 1 ( <i>Base Rates Issued by the Tender Committee</i> ) of Annex G ( <i>The Price Proposal</i> ) to the Invitation to Bid.
<b>Base Short Term USD Interest Rate</b>	Shall mean the Short Term USD Interest Rate published by the Tender Committee pursuant to Section 1 ( <i>Base Rates Issued by the Tender Committee</i> ) of Annex G ( <i>The Price Proposal</i> ) to the Invitation to Bid.
<b>Base Toll Tariff or BTT</b>	Shall have the meaning ascribed thereto in Section 1.1 ( <i>Base Toll Tariff</i> ) of Appendix E ( <i>The Toll Tariffs</i> ).
<b>Base Total Target Income</b>	Shall have the meaning set forth in Section 4.7.2 ( <i>Base Total Target Income</i> ) of the Concession Agreement.
<b>Base Total Target Income Adjustment Tables</b>	Shall mean tables 3.1 and 3.2 in Section 3 ( <i>Long Term Interest Rate Adjustment of the Base Total Target Income</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ).
<b>Base US CPI</b>	Shall have the meaning ascribed thereto in Section 10.1.1 ( <i>Bids Submission Date Rates</i> ) of Appendix D to the Concession Agreement.
<b>Basic Schedule</b>	Shall have the meaning ascribed thereto in Section 4.5 ( <i>Incorporating a Basic Detailed Schedule</i> ) of Appendix 11 B ( <i>Schedules</i> ) to Volume

	11 ( <i>Design, Construction and Quality Control</i> ).
<b>Betterment Tax</b>	Shall have the meaning set forth in Section 196A (“א196”) of the Planning and Zoning Law, 1965 (“היטל השבחה”).
<b>Bid(s)</b>	Shall mean the complete written bid, based on the terms and conditions contained in the Contract Documents and including all the documents submitted by a Bidder to the Tender Committee in accordance with the provisions of the Tender Documents including all documents, Tender Forms, drawings, and supplemental documents, all as called for in the Tender Documents, as duly completed and signed by the Bidder, and as accepted by the Tender Committee pursuant to the Tender Process.
<b>Bid Bond</b>	The bank guarantee submitted by the Bidder in the form of Tender Form A ( <i>The Bid Bond</i> ).
<b>Bid Documents</b>	Shall mean all documents contained within the Bid.
<b>Bid Letter</b>	The Bid Letter attached as Tender Form B ( <i>the Bid Letter</i> ).
<b>Bid Submission Date</b>	Shall have the meaning set forth in Section 1.2 ( <i>Anticipated Schedule</i> ) of the Invitation to Bid.
<b>Bidder</b>	Shall have the meaning set forth in Section 5.1 ( <i>The Bidder</i> ) of the Invitation to Bid.
<b>Blue Line</b>	The boundary of the Statutory Plans as will be in force from time to time, the relevant parts of which as of the date hereof are attached as an Annex to Volume 4 ( <i>Statutory Information and Instructions</i> ).
<b>Bond</b>	Shall mean the Performance Bond, Early Works Bond, the Construction Performance Bond, the Operation and Maintenance Bond and the Final Maintenance Bond, as applicable.
<b>Building Permit</b>	Shall have the meaning set forth under the Planning and Building Law-1965.
<b>Business Plan</b>	Shall have the meaning ascribed in Section 2 ( <i>Business Plan</i> ) of Annex F ( <i>The Financial Proposal</i> ) to the Invitation to Bid.
<b>Capital Expenditure</b>	Any expenditure, which is to be treated as capital expenditure in accordance with the generally accepted accounting principals in Israel, as updated from time to time.
<b>Change</b>	<p>Shall mean any alteration, deviation, modification, supplement, addition or deletion from the scope of the Project, including to the Design of the Project, to the Project's Design Documents and specifications and to the Operation and Maintenance of the Project.</p> <p>Without derogating from the generality of the foregoing, and for the avoidance of doubt it is hereby emphasized that under no circumstances will the following be deemed to constitute a Change:</p> <ol style="list-style-type: none"> <li>1) Alterations, deviations, additions or deletions from the Design which are required in order to comply with the requirements of the Contract Documents.</li> </ol>

	<p>2) Alterations, deviations, additions, revisions or deletions from the Design which stem merely from the development of the Design to a more detailed level of Design prepared by the Concessionaire.</p> <p>3) Alterations, deviations, additions or deletions from the Design resulting from instructions of any Relevant Authority as a condition for granting its Approval.</p> <p>4) Works that are necessary in order for the Project to be Constructed, Operated or Maintained in accordance with the requirements of this Concession Agreement, the Laws or in order to comply with the other specifications and requirements set forth in any of the other Contract Documents or specifications, any Laws, including Changes that are required in order to comply with updated safety standards, as shall be the common practice from time to time.</p> <p>5) Works that are required in order to remedy a breach, act, omission or other failure of the Concessionaire to comply with the provisions of this Concession Agreement or with the Contract Documents or specifications.</p> <p>6) Works that are specifically excluded in the Concession Agreement or the Contract Documents from being considered as a "Change".</p>
<b>Change Order Completion Certificate</b>	A Completion Certificate issued by the Implementing Authority confirming the successful fulfillment of all of the Concessionaire's obligations with respect to the execution of Construction Works required for the implementation of a Change Order.
<b>Chairman</b>	Shall mean the chairman of the Dispute Resolution Panel, as set forth in Appendix K ( <i>Dispute Resolution</i> ) of the Concession Agreement.
<b>Chosen Duration (also Duration Chosen)</b>	Shall mean, with respect to each of the types of loans set forth in Table 1 ( <i>Duration for Grant Bridge Loans</i> ), Table 2 ( <i>Duration for Short Term Loans</i> ) and Table 3 ( <i>Duration for Long Term Loans</i> ) of Tender Form O ( <i>Selected Basket of Indices, Interest Rates Adjustments, Duration of Loans and Determining Date</i> ), to the Invitation to Bid, the duration of such type of loan as chosen by the Bidder, as applicable.
<b>Collection Fee</b>	The Fee that the Concessionaire has the right to collect for the use of the Highway by a Vehicle which is not a Subscribed Vehicle, in accordance to Appendix E ( <i>Toll Tariffs</i> ).
<b>Commercial Operation Phase</b>	Shall mean the period commencing on the issuance of the Permit to Operate; and ending upon the termination of the Concession Agreement.
<b>Compliant Bid</b>	Shall have the meaning set forth in Section 9.1 ( <i>General</i> ) of the Invitation to Tender.
<b>Concession</b>	Shall mean the agreement between the Successful Bidder and the State, the form of which has been published by the Tender

<b>Agreement</b>	Committee, including all Appendices and Forms attached thereto, and all applicable Addenda and Amendments.
<b>Concession Period</b>	Shall have the meaning set forth in Section 2.2 ( <i>Concession Period</i> ) of the Concession Agreement.
<b>Concessionaire</b>	Shall have the meaning set forth in the preamble to the Concession Agreement.
<b>Concessionaire's Management Team</b>	Shall have the meaning set forth in Section 10.1.5 of the Concession Agreement.
<b>Construction</b>	Shall mean the construction of the Project.
<b>Construction Completion</b>	Shall mean completion of Construction of the Project in accordance with the requirements of the Contract Documents.
<b>Construction Completion Certificate</b>	The certificate issued by the State following the successful completion of the Construction Completion Inspection, which shall indicate the Concessionaire's eligibility to submit a Request to Commence Operation (as such term is defined in Section 12.1.2 of the Concession Agreement).
<b>Construction Completion Date</b>	Shall mean for each Section of the Highway the dates set forth in Section 9.2 ( <i>Phases of Construction</i> ) of the Concession Agreement, or as adjusted in accordance with the Contract Documents.
<b>Construction Completion Inspection</b>	Inspection of the Construction Works to be carried out by the Implementing Authority in order to ensure that the Works have been constructed in accordance with the Contract Documents, as described in Section 8.1 ( <i>Construction Completion Certificate</i> ) of Volume 11 ( <i>Design Construction and Quality Control</i> ).
<b>Construction Grant</b>	Shall have the meaning ascribed thereto in Section 4.7.1 ( <i>Construction Grant</i> ) of the Concession Agreement.
<b>Construction Grant Date of Adjustment</b>	Shall have the meaning set forth in Section 6.2 ( <i>Construction Grant Date of Adjustment</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Construction Performance Bond</b>	Shall have the meaning set forth in Section 29.4 ( <i>The Construction Performance Bond</i> ) of the Concession Agreement.
<b>Construction Phase</b>	Shall mean the period commencing no later than one (1) month following the Effective Date and ending upon the issuance of a Permit to Operate, including the Partial Operation and Maintenance Phase in accordance with Section 11 ( <i>Partial Operation and Maintenance Phase</i> ) of the Concession Agreement.
<b>Construction Works, Works</b>	Shall mean the works to be executed in relation to the design, construction and completion of the Project (or any part thereof) in accordance with the Contract Documents, including but not limited to all design, engineering, procurement, construction, labor, management and supervision, quality control and quality assurance, technical, professional and other services, and procurement of all equipment, systems and materials as required by the Contract Documents or otherwise necessary or appropriate in order to achieve

	Construction Completion of the Project, including performance of Construction Completion Inspection.
<b>Consumer Price Index or CPI</b>	Shall mean the Israeli Consumer Price Index, including fruit and vegetables, published from time to time by the Israeli Central Bureau of Statistics. The CPI on any applicable date shall mean the effective CPI on the morning of such date.
<b>Contract Documents</b>	Shall have the meaning ascribed thereto in Section 1.5 ( <i>Concession Documents</i> ) of the Concession Agreement.
<b>Control</b>	Shall have the meaning ascribed thereto in Section 1 of the Securities Law, 1968.
<b>Cure Period</b>	Shall have the meaning ascribed thereto in either Section 19.2.1 ( <i>Notice of Termination by the State</i> ) or Section 20.2 ( <i>Notice of Termination by the Concessionaire</i> ) of the Concession Agreement, as applicable.
<b>Damage</b>	Shall have the meaning ascribed thereto in Section 24.1.1 of the Concession Agreement.
<b>Date of Final Maintenance Bond Submission</b>	Shall have the meaning ascribed thereto in Section 29.6.1 of the Concession Agreement.
<b>Decision</b>	Shall have the meaning set forth in (i) Section 10.2.3 of the Concession Agreement; and (ii) Sections 3.3.3 (d) and 4.3.2 (d) of Appendix K ( <i>Dispute Resolution</i> ) of the Concession Agreement, as applicable.
<b>Deductions</b>	<p>Shall mean:</p> <ul style="list-style-type: none"> <li>i. any amounts received under the Shareholders Loans other than for the purposes of the Concession Agreement;</li> <li>ii. any amounts due to the Shareholders as a result of any Shareholders Loans or amendments or material waivers to Shareholders Loans or Related Party Transactions not approved by the State;</li> <li>iii. any amounts payable as a result of a failure of the Concessionaire to meet its obligations under the Shareholders Loans, including default interest, penalties, prepayment fees, and any other such obligations or liabilities of the Concessionaire (other than such obligations to the extent that they are directly related to the termination of the Concession Agreement in accordance with the provisions of Section 20 (<i>Termination by the Concessionaire</i>) of the Concession Agreement or in accordance with the provisions of Section 16.3 (<i>Termination for Convenience</i>) of the Concession Agreement, as the case may be;</li> <li>iv. any amounts reduced pursuant to the application of the provisions of Section 27.4 (<i>Actions Following Notice of Termination</i>) of the Concession Agreement;</li> </ul>

	<p>v. any amounts reduced pursuant to the application of the provisions of Section 19.4 (<i>Effects of Termination by the State</i>) of the Concession Agreement;</p> <p>and provided that no applicable sum shall be doubly deducted.</p>
<b>Definitions Volume</b>	Shall mean this Appendix A ( <i>Definitions Volume</i> ) of the Concession Agreement, and all Addenda and Amendments applicable thereto.
<b>Design</b>	Shall mean the works to be executed in relation to the design of the Project in accordance with the Contract Documents, including, without limitation, the preparation of the Detailed Design.
<b>Design Documents</b>	Each of the submittals which the Concessionaire may proceed with to implementation, in accordance with the provisions of Section 5 ( <i>Review Procedures</i> ) of Volume 11 ( <i>Design, Construction and Quality Control</i> ).
<b>Design Requirements</b>	All design criteria and requirements detailed in the Contract Documents and specified in Part B ( <i>Engineering-Technical Volumes</i> ).
<b>Detailed Financial Closing Schedule</b>	Shall have the meaning set forth in Section 1.2 of Appendix 11B ( <i>Schedules</i> ) of Volume 11 ( <i>Design, Construction and Quality Control</i> ).
<b>Detailed Design</b>	The detailed design of the Project, based on (i) the provisions of the Contract Documents as applicable for the relevant professional discipline; (ii) the Concessionaire's Bid Documents (as approved by the Tender Committee); (iii) the application for any Approvals prepared by the Concessionaire; and (iv) generally accepted professional standards.
<b>Detailed Schedule for the Construction Phase</b>	Shall mean the schedule required to be submitted by the Concessionaire pursuant to Section 4 ( <i>Contents of the Detailed Schedule</i> ) of Appendix 11B ( <i>Schedules</i> ) to Volume 11 ( <i>Design, Construction and Quality Control</i> ).
<b>Detailed Schedule for the Development Phase</b>	Shall mean the schedule required to be submitted by the Concessionaire pursuant to Section 1.2 of Appendix 11B ( <i>Schedules</i> ) to Volume 11 ( <i>Design, Construction and Quality Control</i> ).
<b>Detailed Schedules</b>	Shall have the meaning set forth in Section 4 ( <i>Contents of the Detailed Schedule</i> ) of Appendix 11B ( <i>Schedules</i> ) to Volume 11 ( <i>Design, Construction and Quality Control</i> ).
<b>Determining Date</b>	Shall mean the date set forth by the Concessionaire as the "Determining Date" in Section 3 ( <i>Determining Date</i> ) of Tender Form O ( <i>Selected Basket of Indices, Interest Rates Adjustments, Duration of Loans and Determining Date</i> ) of the Invitation to Bid.
<b>Determining Date AWI</b>	The AWI on the Determining Date, as detailed in Section 9 ( <i>Linkage to Indices</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ).
<b>Determining Date CPI</b>	The CPI on the Determining Date, as detailed in Section 9 ( <i>Linkage to Indices</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ).
<b>Determining Date</b>	The HICP on the Determining Date, as detailed in Section 9 ( <i>Linkage</i>

<b>HICP</b>	<i>to Indices) of Appendix D (Adjustment of the Payments).</i>
<b>Determining Date IPB</b>	The IPB on the Determining Date, as detailed in Section 9 ( <i>Linkage to Indices) of Appendix D (Adjustment of the Payments).</i>
<b>Determining Date Official Euro Exchange Rate</b>	The Official Euro Exchange Rate on the Determining Date, as detailed in Section 9 ( <i>Linkage to Indices) of Appendix D (Adjustment of the Payments).</i>
<b>Determining Date Official USD Exchange Rate</b>	The Official USD Exchange Rate on the Determining Date, as detailed in Section 9 ( <i>Linkage to Indices) of Appendix D (Adjustment of the Payments)</i>
<b>Determining Date Rates</b>	Shall have the meaning ascribed thereto in Section 10.1.3 ( <i>Determining Date Rates) of Appendix D (Adjustment of the Payments).</i>
<b>Determining Date US CPI</b>	The US CPI on the Determining Date, as detailed in Section 9 ( <i>Linkage to Indices) of Appendix D (Adjustment of the Payments).</i>
<b>Development Phase</b>	Shall mean the period commencing upon the Signature Date and ending upon the issuance of the Notice to Proceed.
<b>Deviation</b>	Any unauthorized change, omission, reservation, condition or addition made by the Bidder to the Contract Documents, in any way, manner or scope (including in the Bid itself).
<b>Direct Costs</b>	<p>Shall mean sums which are incurred by the Concessionaire as a direct result of the event for which they are being paid, including:</p> <ul style="list-style-type: none"> <li>(a) actual direct additional effective interest and fees which are incurred by the Concessionaire within the terms of the Senior Debt Financing Agreements as a direct result of the event for which they are being paid and for the period for which the direct costs are being paid;</li> <li>(b) other costs which are incurred by the Concessionaire as a direct result of the event for which they are being paid and for the period for which the direct costs are being paid, which shall be determined based on the lower of: <ul style="list-style-type: none"> <li>(i) the market prices; or</li> <li>(ii) the actual cost of any such cost components</li> </ul> </li> <li>(c) deducted by any savings reasonably assumed to be made by the Concessionaire as a direct result of the event for which the direct costs are being paid (if applicable);</li> <li>(d) plus overhead costs (including overhead costs for subcontractors (including EPC Contractor), not exceeding 10%.</li> </ul> <p>Without derogating from the generality of the foregoing, and for the avoidance of doubt it is hereby emphasized that under no circumstance will the following be deemed to constitute Direct Costs:</p> <ul style="list-style-type: none"> <li>(i) costs which constitute loss of revenues of the Concessionaire</li> </ul>

	<p>or of the Parties to the Project Agreements;</p> <p>(ii) overhead costs exceeding 10% of the Direct Costs as defined above;</p> <p>(iii) contractual fines or liquidated damages.</p> <p>(iv) VAT payable by the Concessionaire, excluding if such VAT is not deductible.</p>
<b>Dispute Resolution</b>	Shall have the meaning ascribed to it in Appendix K ( <i>Dispute Resolution</i> ) to the Concession Agreement.
<b>Dispute Resolution Panel</b>	Shall mean the Arbitrators and the Independent Expert (as applicable) appointed for the purposes of dispute resolution in accordance with the provisions of Appendix K ( <i>Dispute Resolution</i> ) of the Concession Agreement
<b>Distribution</b>	Shall have the meaning set forth in the Companies Law 1999 ("חלוקה"), including any reduction of capital, redemption or purchase of shares or any other reorganization or variation to share capital], payments under the Shareholders Loan (whether of principal, interest, breakage costs or otherwise), or any payment pertaining to an "irregular transaction" as defined in the Companies Law 1999 ("עסקה חריגה").
<b>Early Works</b>	Shall have the meaning set forth in section 9.3 ( <i>Early Works</i> ) of the Concession Agreement.
<b>Early Works Bond</b>	Shall have the meaning set forth in section 29.3 ( <i>The Early Works Bond</i> ) of the Concession Agreement.
<b>Effective Date</b>	Shall have the meaning set forth in Section 2.4.2 of the Concession Agreement, but in any case no later than twelve (12) months from the Signature Date.
<b>Entity</b>	Shall mean any person, corporation, company, voluntary association, partnership, trust unincorporated association, or other legal entity.
<b>Environmental Impact Assessment or EIA or Environment Impact Survey or EIS</b>	Assessment of the possible impact, positive or negative, that a proposed project may have on the natural environment, as defined in the Planning and Building Law, 1965.
<b>EPC Contract</b>	Shall mean the agreement for the Construction of the Project and all other legal arrangements to be entered into between the Concessionaire and the EPC Contractor, complying with the provisions of Tender Form H1 ( <i>Principles of Engagement with the EPC Contractor, Tunneling Expert and Transportation Infrastructure Expert</i> ) of the Invitation to Tender.
<b>EPC Contractor</b>	Means the Entity appointed by the Concessionaire and presented in the Tender Form H1 ( <i>Principles of Engagement with the EPC Contractor, Tunneling Expert and Transportation Infrastructure Expert</i> ) of the Invitation to Tender which will execute the EPC



	Contract with the Concessionaire to provide engineering, procurement construction services with respect to the Project.
<b>Equity</b>	Shall mean any and all shares, interests, participation or other equivalents of or interests in corporate stock including shares of preferred stock.
<b>EURIBOR Rate</b>	Shall mean the three month EURIBOR interest rate published by Reuters.
<b>Euro Linked to the HICP</b>	Shall mean the Euro exchange rate calculated in accordance with the provisions of Section 9.1.5 ( <i>Linkage to the USD Linked to US CPI and Euro Linked to the HICP</i> ) and Section 9.2 ( <i>Linkage of the Operation Component of the Total Target Income</i> ) of Appendix D ( <i>The Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Euro Long Term Senior Debt Financing Agreements</b>	Shall mean all Long Term Senior Debt Financing Agreements denominated in Euros.
<b>Euro Short Term Senior Debt Financing Agreements</b>	Shall mean all Short Term Senior Debt Financing Agreements in Euros.
<b>Evaluation Process</b>	Shall have the meaning set forth in Section 7.2 ( <i>Evaluation Stages</i> ) of the Invitation to Bid.
<b>Evaluator</b>	Shall have the meaning set forth in Section 18.7.1(b) of the Concession Agreement.
<b>Event of Force Majeure</b>	Shall have the meaning set forth in Section 18.1 ( <i>Event of Force Majeure – Definition</i> ) of the Concession Agreement.
<b>Existing Road Sections</b>	All existing roads which are intended to become part of the Highway and are detailed in Volume 12 ( <i>Operation and Maintenance</i> ).
<b>Expected Repayment</b>	Shall have the meaning set forth in the Senior Debt Financing Agreements.
<b>External Site</b>	Shall have the meaning set forth in Appendix C1 ( <i>HOMC</i> ).
<b>Fair Market Value</b>	Shall mean the fair market value determined in accordance with Section 26 ( <i>Fair Market Value</i> ) of the Concession Agreement.
<b>Final Maintenance Bond</b>	Shall have the meaning set forth in Section 29.6 ( <i>The Final Maintenance Bond</i> ) of the Concession Agreement.
<b>Final Rehabilitation Works</b>	Shall include all Works required prior to the final Transfer of the Project to the State, in accordance with the provisions of Section 8 ( <i>Final Transfer of Project to the State</i> ) of Volume 12 ( <i>Operation and Maintenance</i> ) and of the Concession Agreement.
<b>Final Score</b>	Shall mean the Bidder’s final score, as determined by the Tender Committee based on the formula set forth in Section 7.9 ( <i>Determination of the Final Score – Evaluation Formula</i> ) of the Invitation to Bid.

<b>Finance Providers</b>	Shall mean any Person providing finance for or security for financing the Project under the Projects Financing Agreements.
<b>Financial Closing</b>	Shall mean the date of the approval of the Financing Agreements by the State in accordance with the provisions of the Concession Agreement.
<b>Financial Model</b>	Shall mean, as of the Signature Date and until the date of Financial Closing, the financial model included in the Bid.  As of the date of Financial Closing and throughout the term of the Concession Agreement, shall mean the financial model as defined under the Financing Agreements and approved by the State pursuant to the Concession Agreement, as shall be updated from time to time in accordance with the provisions of the Financing Agreements.
<b>Financial Plan</b>	Shall mean the financial plan submitted in accordance with Section 2.2 ( <i>Financial Plan</i> ) of Annex F ( <i>The Financial Proposal</i> ) the Invitation to Bid.
<b>Financial Proposal</b>	Shall mean the proposal set forth in the Bid as accepted by the Tender Committee pursuant to the Tender Process. For the purpose of this definition, the Financial Proposal shall include the summary of the financing structure, financial forecasts and the plan and schedule for raising finance and execution of all Financing Agreements.
<b>Financing Agreements</b>	Shall mean those agreements, as approved by the State, entered into by the Concessionaire for the provision of finance or for the purpose of securing finance for the performance of its obligations pursuant to the Concession Agreement (including the Senior Debt Financing Agreements and the Subordinated Debt Financing Agreements) as shall be amended from time to time pursuant to the terms and conditions of the Concession Agreement.
<b>Financing Entity</b>	Shall mean each one of the entities detailed in the first Supplement to the Securities Law 1968, licensed to conduct business in Israel.
<b>FM Delay</b>	Shall have the meaning set forth in Section 18.4.1 of the Concession Agreement.
<b>Geology Evaluating Team or GET</b>	Shall have the meaning set forth in Section 8.5.4 ( <i>Payment for Tunneling Works</i> ) of Volume 8.5 ( <i>Tunnels Excavation and Support</i> ).
<b>Government</b>	Shall mean the Government of the State of Israel acting on behalf of the State of Israel.
<b>Hazardous Materials</b>	Shall mean any substance, fuel product, waste or other material which is or becomes listed under the Hazardous Materials Law - 1993; and any substance, product, waste or other material of any nature whatsoever which may give rise to liability under the above Law or under any statutory provision or based on negligence, tort, nuisance or strict liability or under any binding precedent decision of the Israeli Supreme Court.
<b>Heavy Vehicles</b>	A Vehicle with gross weight above 5,000 (five thousand) kilograms.
<b>Hedging Agreement</b>	Shall mean hedging arrangements made with respect to the Senior

	Debt Financing Agreements, providing for finance on a floating rate basis
<b>HICP</b>	Shall mean the Euro-Zone Consumer Price Index (excluding any provisional price index), also known as the Monetary Union Index of Consumer Price (MUCIP) published by Eurostat - the statistical bureau of the European Union. The HICP on any applicable date shall mean the effective HICP on the morning of such date.
<b>Highway or 'Toll Road'</b>	The section of the Israel National Road (as defined in the Toll Road Law) which is known as Cross Israel Highway (Road No. 6) in memory of Yizhak Rabin from Yokneam to Somech to be constructed (and operated and maintained) within the Site according to the provisions of the Contract Documents including, without limitation, the Tolling System, overpasses underpasses, interchanges (other than the Interchanges), any Expansion of the Highway and any modification or supplement, to be built pursuant to the Concession Agreement and, as from completion of any Section of the Highway, any Interchanges within such Section.
<b>Hostile State</b>	Shall mean a state which does not have diplomatic relations with the State or which does not have full trade relations with the State, or any other state which shall be determined as such by the Government from time to time.
<b>Implementing Authority</b>	Cross Israel Highway Ltd. (a wholly owned company of the State) or such other entity appointed by the Government as set forth in the Toll Road Law.
<b>Index Adjustments</b>	Shall have the meaning set forth in Section 6 ( <i>Adjusted Construction Grant</i> ) and Section 8 ( <i>Adjusted Total Target Income</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Index Adjustment Table</b>	Shall mean the tables included in Section 6 ( <i>Adjusted Construction Grant</i> ) and Section 8 ( <i>Adjusted Total Target Income</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Interest Rate Adjustment Table</b>	Shall have the meaning set forth in Section 2.2 ( <i>Floating Interest Rate Adjustment of the Base Short Term Floating and the Base Grant Bridge Floating One-Off Payments</i> ) and Section 3 ( <i>Long Term Interest Rate Adjustment of the Base Total Target Income</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Interim Permit to Operate</b>	Shall mean with respect to Existing Road Sections, the permit to operate issued by the Implementing Authority in accordance with the provisions of Section 11.1.3 of the Concession Agreement and with respect to Section of the Highway, the permit to operate issued by the Implementing Authority in accordance with the provisions of Section 11.3.3 of the Concession Agreement.
<b>Infrastructure or Utilities</b>	All infrastructure utilities at or crossing the Site, such as water, power, electricity, lighting, gas, sewage, fuel, control lines and communications.

<b>Independent Expert</b>	Shall have the meaning set forth in Appendix K ( <i>Dispute Resolution</i> ) to the Concession Agreement.
<b>Initial Shareholders</b>	Shall mean the Members of the Successful Bidder, as approved by the Tender Committee pursuant to the Tender Process.
<b>Initial Shareholdings</b>	Shall mean the equity holdings of each Initial Shareholder in the Successful Bidder, as acquired by such Initial Shareholder in accordance with the Financial Proposal and the Shareholders Agreement.
<b>Insurance Policies</b>	Shall mean the insurance policies required to be procured by the Concessionaire pursuant to Appendix G ( <i>Insurance</i> ) of the Concession Agreement, pursuant to applicable Law, and other insurance policies actually procured by the Concessionaire.
<b>Intellectual Property</b>	Shall have the meaning set forth in Section 31 ( <i>Intellectual Property</i> ) of the Concession Agreement.
<b>Interested Party</b>	Shall have the meaning ascribed thereto in Section 1 of the Securities Law-1968 (“בעל עניין”)
<b>Invitation to Pre-Qualify for Participation in the Tender Stage</b>	Shall mean the Invitation to Pre-Qualify for the Participation in the Tender Stage, including all Addenda and all Pre-Qualification Forms attached thereto, as published by the Tender Committee in June 2011.
<b>Invitation to Bid, ITB</b>	Shall mean the Invitation to Bid for the Tender, as published by the Tender Committee, all Annexes and Tender Forms attached thereto, and all applicable Addenda and Amendments.
<b>IPB</b>	Shall mean the Index of input in Paving and Bridges (מדד תשומה בסלילה וגישה) published from time to time by the Israeli Central Bureau of Statistics. The IPB on any applicable date shall mean the effective IPB on the morning of such date.
<b>IRC</b>	Shall mean the Index of Input in Residential Construction (מדד תשומות הבניה) published from time to time by the Israeli Central Bureau of Statistics. The IRC on any applicable date shall mean the effective IRC on the morning of such date.
<b>Israel Antiquities Authority</b>	Shall have the meaning set forth in the Israel Land Authority Law-1989.
<b>Israeli Holidays</b>	As defined in the Government and Law Administration Ordinance 5708-1948
<b>Israeli Shekels or NIS</b>	Shall mean the lawful currency of the State of Israel.
<b>Known Infrastructure</b>	Any infrastructure which is detailed in Volume 6 ( <i>Utilities</i> ) or which appear in the Contract Documents or in any of the drawings included as part of the Tender Documents.
<b>Land</b>	As defined in the Land Law
<b>Land Law</b>	The Land Law, 1969.

<b>Law</b>	Shall mean the laws in force in the State of Israel, including all national and municipal laws, regulations, binding rulings, ordinances, codes, instructions of any national or municipal or other authority, as is or as shall be in force from time to time.
<b>Letter of Intent</b>	Shall mean a letter of intent from a Proposed Finance Provider, included by the Bidder in its Bid, indicating an in-principle interest by such Proposed Finance Providers to provide financing to the Bidder for the Project, pursuant to the terms and conditions therein.
<b>LIBOR USD Rate</b>	Shall mean the three month LIBOR USD rate published by Reuters.
<b>Liquidated Damages</b>	Shall mean any agreed compensation or payment adjustments the State is entitled to due to events, defaults or any other acts or omissions of the Concessionaire, defined under this Concession Agreement.
<b>Loan Life Cover Ratio or LLCR</b>	Shall have the meaning set forth in Section 18.7.1(c) to the Concession Agreement.
<b>Long Term CPI Interest Rate</b>	<p>Shall mean - on a specified date</p> <p>a. The weighted average gross yield to maturity, as published by the TASE, of the three (3) fixed rate CPI indexed Israeli Government Bonds which their average life is closest (having at least one with a longer average life, and at least one with a shorter average life) to:</p> <p>(i) for purposes of Section 1 (<i>Base Rates Issued by the Tender Committee</i>) of Annex G (<i>The Price Proposal</i>) of the Invitation to Bid and Section 3 (<i>Long Term Interest Rates Adjustment of the Base Total Target Income</i>) of Appendix D (<i>Adjustment of the Payments</i>) of the Concession Agreement - the Chosen Duration with respect to the Long Term CPI Senior Debt; or</p> <p>(ii) for purposes of Section 27 (<i>General Provisions Relating to the Determination of the Amount of Senior Debt</i>) of the Concession Agreement and Section 2 (<i>Assumed Debt</i>) of Appendix H (<i>Terms for the Assumption of Balance of Senior Debt</i>) - the Average Life of the Remaining Funding pursuant to the relevant CPI Long Term Senior Debt Financing Agreements;</p> <p>traded on the TASE, the weighted average shall be calculated based on the bonds volume of trade ("מחזור המסחר"), using an average of the five (5) trading days immediately preceding the date of calculation thereof; and</p> <p>b. such Government Bonds are traded at five million NIS (5,000,000 NIS) in aggregate over the five (5) days immediately preceding such date. In the event either or all of the above mentioned Government Bonds do not meet the</p>

	<p>requirements of this section (b), such reference Government Bond(s) will be substituted by Government Bond(s) which meet the requirements of this section (b) and which are closest to the average life of the above mentioned Government Bonds.</p>
<b>Long Term CPI Senior Debt</b>	<p>Shall mean any Long Term Senior Debt of the Concessionaire linked to the Israeli Consumer Price Index.</p>
<b>Long Term Euro Interest Rate</b>	<p>Shall mean the closing rate of the Euro Swap Rate for a period of:</p> <ol style="list-style-type: none"> <li>a. for purposes of Section 1 (<i>Base Rates Issued by the Tender Committee</i>) of Annex G (<i>The Price Proposal</i>) of the Invitation to Bid and Section 3 (<i>Long Term Interest Rates Adjustment of the Base Total Target Income</i>) of Appendix D (<i>Adjustment of the Payments</i>) of the Concession Agreement - the Chosen Duration with respect to the Long Term Euro Senior Debt; or</li> <li>b. for purposes of Section 27 (<i>General Provisions Relating to the Determination of the Amount of Senior Debt</i>) of the Concession Agreement and Section 2 (<i>Assumed Debt</i>) of Appendix H (<i>Terms for the Assumption of Balance of Senior Debt</i>) of the Concession Agreement - the Average Life of the Remaining Funding pursuant to the relevant Euro Long Term Senior Debt Financing Agreement on the specified date;</li> </ol> <p>based on the higher quote on page ICAP8 of Reuters, two (2) trading days immediately preceding the date of calculation thereof.</p> <p>In the event that no quote is provided for the exact such period, the Long Term Euro Interest Rate shall be calculated on a linear interpolation basis using the closest two (one higher and one lower) quoted maturities.</p>
<b>Long Term Euro Senior Debt</b>	<p>Shall mean any Long Term Senior Debt of the Concessionaire denominated in Euros.</p>
<b>Long Term Interest Rate</b>	<p>Shall mean, as of a specified date, the Long Term CPI Interest Rate, the Long Term Nominal NIS Interest Rate, the Long Term Euro Interest Rate or the Long Term USD Interest Rate, on the specified date, as applicable.</p>
<b>Long Term NIS Senior Debt</b>	<p>Shall mean any Long Term Senior Debt of the Concessionaire denominated in NIS.</p>
<b>Long Term Nominal NIS Interest Rate</b>	<ol style="list-style-type: none"> <li>a. The weighted average gross yield to maturity, as published by the TASE, of the two (2) fixed rate Israeli Government Bonds not linked to the CPI which their average life is closest to: <ol style="list-style-type: none"> <li>(i) for purposes of Section 1 (<i>Base Rates Issued by the Tender Committee</i>) of Annex G (<i>The Price Proposal</i>) of the Invitation to Bid and Section 3 (<i>Long Term Interest Rates Adjustment of the Base Total Target Income</i>) of Appendix D (<i>Adjustment of the Payments</i>) of the Concession Agreement - the Chosen Duration with respect to the</li> </ol> </li> </ol>

	<p>Long Term Nominal NIS Senior Debt; or</p> <p>(ii) for purposes of Section 27 (<i>General Provisions Relating to the Determination of the Amount of Senior Debt</i>), and Section 26 (<i>Fair Market Value</i>) of the Concession Agreement and Section 2 (<i>Assumed Debt</i>) of Appendix H (<i>Terms for the Assumption of Balance of Senior Debt</i>) - the Average Life of the Remaining Funding pursuant to the relevant NIS Long Term Senior Debt Financing Agreements;</p> <p>traded on the TASE, the weighted average shall be calculated based on the bonds volume of trade ("מחזור המסחר"), using an average of the five (5) trading days immediately preceding the date of calculation thereof; and</p> <p>b. such Government Bonds are traded at five million NIS (5,000,000 NIS) in aggregate over the five (5) days immediately preceding such date. For the removal of doubt, in the event either or all of the above mentioned Government Bonds do not meet the requirements of this section (b), such reference Government Bond(s) will be substituted by Government Bond(s) which meet the requirements of this section (b) and which are closest to the average life of the above mentioned Government Bonds.</p>
<b>Long Term Senior Debt</b>	Shall mean Senior Debt the duration of which is longer than five (5) years.
<b>Long Term Senior Debt Financing Agreements</b>	Shall mean Senior Debt Financing Agreements or any part of Senior Debt Financing Agreement establishing a long term financing facility, the duration of which is longer than five (5) years.
<b>Long Term Senior Debt Financing Agreements Debt Composition</b>	Shall mean, as of a specified date, the percentages of each of the total outstanding principal amounts of Senior Debt that is (i) denominated in USD, (ii) denominated in Euros, (iii) denominated in NIS and not linked to the CPI and (iv) denominated in NIS and linked to the CPI, out of the total principal amount of outstanding Senior Debt based on the terms and conditions of the Long Term Senior Debt Financing Agreements.
<b>Long Term USD Interest Rate</b>	<p>Shall mean - on a specified date - the closing rate of the USD Swap Rate for a period closest to:</p> <p>a. for purposes of Section 1 (<i>Base Rates Issued by the Tender Committee</i>) of Annex G (<i>The Price Proposal</i>) of the Invitation to Bid and Section 3 (<i>Long Term Interest Rates Adjustment of the Base Total Target Income</i>) of Appendix D (<i>Adjustment of the Payments</i>) of the Concession Agreement - the Chosen Duration with respect to the USD long term Senior Debt; or</p> <p>b. for purposes of Section 27 (<i>General Provisions Relating to the Determination of the Amount of Senior Debt</i>) of the</p>

	<p>Concession Agreement and Section 2 (<i>Assumed Debt</i>) of Appendix H (<i>Terms for the Assumption of Balance of Senior Debt</i>) - the Average Life of the Remaining Funding pursuant to the relevant USD Long Term Senior Debt Financing Agreements;</p> <p>based on the higher quote on page ICAP8 of Reuters, two (2) trading days immediately preceding the date of calculation thereof.</p> <p>In the event that no quote is provided for the exact such period, the Long Term USD Interest Rate shall be calculated on a linear interpolation basis using the closest two (one higher and one lower) quoted maturities.</p>
<b>Long Term USD Senior Debt</b>	Shall mean any Long Term Senior Debt of the Concessionaire denominated in USD.
<b>Main Component Percentage</b>	Shall have the meaning set forth in Section 8 ( <i>Adjusted Total Target Income</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Maintenance</b>	Shall mean the works to be executed in relation to the maintenance of the Project, including all works specified in the Approved Final Maintenance Plan or otherwise necessary or appropriate to maintain the Project.
<b>Major Activity</b>	Shall mean any activity the duration of which exceeds forty-five (45) days; or any activity the monetary value of which exceeds three million NIS (3,000,000 NIS); or any activity of special importance to the Project (even though the duration of which does not exceed forty-five (45) days, nor does its monetary value exceed three million NIS (3,000,000 NIS)).
<b>Major Subcontractor</b>	Shall have the meaning set forth in Section 5.3 ( <i>Major Subcontractor</i> ) of the Invitation to Bid.
<b>Make-Whole Payment</b>	The make-whole payment calculated in accordance with the provisions of Section 27.1 ( <i>Make-Whole Payment</i> ) to the Concession Agreement.
<b>Mark to Market Payment</b>	The mark to market payment calculated in accordance with the provisions of Section 27.2 ( <i>Mark to Market Payment</i> ) to the Concession Agreement.
<b>Material Breach</b>	A breach of the Concessionaire of its obligations under the Contract Documents, which is explicitly defined as a Material Breach and thus section 19.1.1(m) of the Concession Agreement is in effect, and any other event that according to Sections 6 and 7 of the Contract Law (Remedies for Breach of Contract), 1970, may constitute a material breach.
<b>Means of Control</b>	As defined in Section 1 of the Securities Law, 1968.
<b>Member</b>	Shall have the meaning set forth in Section 5.2 ( <i>Members of the Bidder</i> ) of the Invitation to Bid.



<b>Minimum Threshold Requirement</b>	Shall mean the minimum threshold required in order for a Bidder to pass the stage of the Financial Proposal (as set forth in Section 7.7.2 ( <i>Minimum Threshold Requirement</i> ) of the Invitation to Bid).
<b>Miscellaneous Structures</b>	Those structures to be built by the Concessionaire pursuant to the terms of the Contract Documents, excluding the Highway and the Associated Facilities.
<b>Month</b>	Shall mean a month of the Gregorian calendar.
<b>Municipality</b>	Shall mean all municipal authorities empowered to enact Laws and Regulations.
<b>National Highway Law</b>	Israel National Highway Law, 1994.
<b>NIS Long Term Senior Debt Financing Agreements</b>	Shall mean all Long Term Senior Debt Financing Agreements denominated in NIS.
<b>NIS Short Term Senior Debt Financing Agreements</b>	Shall mean all Short Term Senior Debt Financing Agreements denominated in NIS.
<b>Nominated CEO</b>	Shall have the meaning set forth in Section 2.3.5 of the Concession Agreement.
<b>NMP</b>	Shall mean a National Master Plan 31/A/2, 31/A/3 and 31/A/7, as defined in Section 4.1 ( <i>Introduction</i> ) of Volume 4 ( <i>Statutory Information and Instructions for Section 3 and Section 7</i> ).
<b>Notice of Termination</b>	Shall mean a notice of termination of the Concession Agreement, issued pursuant to Sections 7.7.1(d) ( <i>Mutual Right to Terminate</i> ), 7.8.1(d) ( <i>Mutual Right to Terminate</i> ), 16.3.1 ( <i>Right of the State to Terminate for Convenience</i> ), 18.6.1 ( <i>Notice of Termination – Event of Force Majeure</i> ), 19.3 ( <i>Termination of the Concession Agreement</i> ) and 20.3 ( <i>Termination of the Concession Agreement</i> ) of the Concession Agreement, and subject to the terms and conditions thereof, as applicable.
<b>Notice to Proceed</b>	Shall mean a notice to commence with the Construction of the Highway, excluding Early Works, issued by the State to the Concessionaire pursuant to the provisions of Section 9.4 ( <i>Notice to Proceed</i> ) of the Concession Agreement.
<b>O&amp;M Contract</b>	Shall mean the agreement for the Operation and Maintenance of the Project and all other legal arrangements to be entered into between the Concessionaire and the O&M Contractor, complying with the provisions of Tender Form H2 ( <i>Principles for Engagement with the O&amp;M Contractor</i> ) of the Invitation to Bid.
<b>O&amp;M Contractor</b>	Shall mean the Entity appointed by the Concessionaire and presented in the Tender Form H2 ( <i>Principles for Engagement with the O&amp;M Contractor</i> ) of the Invitation to Bid, which shall execute an O&M Contract with the Concessionaire to operate and maintain the Project,

	or any part thereof, on behalf of the Concessionaire.
<b>Offence</b>	Shall mean a criminal offence, in Israel or abroad, which constitutes a felony ("עוון"), or any other criminal offence conviction of which resulted in a prison sentence of at least one (1) year (or longer) and where such sentence was given during the seven (7) years preceding the Bid Submission Date.
<b>Official Euro Exchange Rate</b>	Shall mean, as of any date, the representative rate of exchange for NIS to the Euro published by the Bank of Israel on such date, and if no representative rate is published on that date, the last published representative rate.
<b>Official USD Exchange Rate</b>	Shall mean, as of any date, the representative rate of exchange for NIS to the US Dollar published by the Bank of Israel on such date, and if no representative rate is published on that date, the last published representative rate.
<b>Operating Costs</b>	Any expenditure, which is to be treated as operating costs in accordance with the generally accepted accounting principles in Israel, as updated from time to time, and in any case excluding any depreciation and financial costs.
<b>Operation</b>	Shall mean all operations necessary for the operation of the Project.
<b>Operation and Maintenance</b>	Shall mean the operation and maintenance required to operate the Project.
<b>Operation and Maintenance Bond</b>	Shall have the meaning set forth in Section 29.5 ( <i>The Operation and Maintenance Bond</i> ) of the Concession Agreement.
<b>Operation and Maintenance Manuals or O&amp;M Manuals</b>	Shall mean those manuals prepared by the Concessionaire and submitted to the State pursuant to the provisions of Section 2.6 ( <i>Operations and Maintenance Manual</i> ) to Volume 12 ( <i>Operation and Maintenance</i> ) and other stipulations in the Contract Documents.
<b>Operation Component Percentage</b>	Shall have the meaning set forth in Section 8 ( <i>Adjusted Total Target Income</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Outline Design</b>	A design of an Alternative Component to be submitted for the approval of the Tender Committee, as defined in Section 3.10.5 ( <i>Design Requirements and Criteria for Alternative Components</i> ) of Volume 3 ( <i>Introduction to Engineering</i> ).
<b>Overhead Costs</b>	Shall have the meaning set forth in Section 2.10.2 ( <i>Overhead Costs</i> ) of Appendix F ( <i>Change Order</i> ).
<b>Parent Company</b>	An Entity which exercises Control over a Member and which a Member relied on the financial results thereof for the purpose of demonstrating the Financial Pre-Qualification Requirements.
<b>Partial Operation and Maintenance Phase</b>	Shall mean the period commencing on the date of Notice to Proceed and ending upon the issuance of a Permit to Operate, in which the Concessionaire shall be responsible for the Partial Operation and Maintenance of the Existing Road Sections and for the Partial Operation and Maintenance of a Section of the Highway, in

	accordance with the provisions of Section 11 ( <i>Partial Operation and Maintenance Phase</i> ) of the Concession Agreement.
<b>Partial Operation and Maintenance of the Existing Road Sections</b>	Shall mean the Operation and Maintenance of the existing road sections as provided in Section 11.1 ( <i>Partial Operation and Maintenance – Existing Road Sections</i> ) of the Concession Agreement and the provisions of Volume 12 ( <i>Operation and Maintenance</i> ).
<b>Partial Operation and Maintenance of a Section of the Highway</b>	Shall mean the Operation and Maintenance of a section of the Highway as provided in Section 11.2 ( <i>Partial Operation and Maintenance – Section of the Highway</i> ) of the Concession Agreement and the provisions of Volume 12 ( <i>Operation and Maintenance</i> ).
<b>Participant</b>	Shall have the meaning set forth in Section 8.6.5 (a) of the Invitation to Bid.
<b>Performance Bond</b>	Shall have the meaning set forth in Section 29.2 ( <i>The Performance Bond</i> ) of the Concession Agreement.
<b>Periodic Payment for Partial Operation Phase Date of Adjustment</b>	Shall have the meaning set forth in Section 7 ( <i>Adjusted Periodic Payment for Partial Operation Phase</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Permit</b>	Shall have the meaning set forth in Section 2.5.4 of Appendix B ( <i>Concessionaire’s Obligations during the Development Phase</i> ) to the Concession Agreement.
<b>Permit to Operate</b>	Shall have the meaning ascribed thereto in Section 12.1 ( <i>Conditions for Receiving a Permit to Operate</i> ) to the Concession Agreement.
<b>Permit to Operate AWI</b>	The AWI on the date of the Permit to Operate.
<b>Permit to Operate CPI</b>	The CPI on the date of the Permit to Operate.
<b>Permit to Operate for Partial Operation and Maintenance</b>	Shall mean the Interim Permit to Operate.
<b>Permit to Operate HICP</b>	The HICP on the date of the Permit to Operate.
<b>Permit to Operate IPB</b>	The IPB on the date of the Permit to Operate.
<b>Permit to Operate Official Euro Exchange Rate</b>	The Official Euro Exchange Rate on the date of the Permit to Operate.
<b>Permit to Operate Official USD Exchange Rate</b>	The Official USD Exchange Rate on the date of the Permit to Operate.
<b>Permit to Operate Rates</b>	Shall mean the dates notified by the Implementing Authority to the Concessionaire in accordance with the provisions of Section 10.1.2

	<i>(Permit to Operate Rates)</i> of Appendix D <i>(Adjustment of the Payments)</i> .
<b>Permit to Operate US CPI</b>	The US CPI on the date of the Permit to Operate.
<b>Person</b>	Shall mean any individual or Entity.
<b>Planning and Building Authority</b>	Shall mean any Relevant Authority acting in accordance with the Planning and Building Law.
<b>Plans</b>	Reference is made to the definition of NMP.
<b>Pledge</b>	Shall the mean (i) the Concessionaire’s pledge of any right it may have, where such right is pursuant to the Concession Agreement or any other Project Agreement or (ii) the Shareholders’ pledge of their rights in the Concessionaire, where such pledge is for the purposes of securing financing for the Project.
<b>Pledge Documents</b>	Shall mean any document creating a Pledge.
<b>Preliminary Design</b>	The design of the Project, based on (i) the provisions of the Tender Documents as applicable for the relevant professional discipline which includes all requirements for preliminary design (ii) the Concessionaire's Bid Documents (as approved by the Tender Committee); (iii) the application for any Approvals prepared by the Concessionaire and generally accepted professional standards.
<b>Pre-Qualification Documents</b>	All the documents issued by the Tender Committee, in the framework of the Invitation for Pre-Qualify for the Participation in the Tender Stage, and all Addenda and Amendments thereto.
<b>Pre-Qualification Requirements</b>	The requirements specified in Section 4 <i>(Professional Pre-Qualification Requirements)</i> of the Invitation for Pre-Qualify for the Tender Selection Stage.
<b>Pre-Qualification Stage or “PQ”</b>	The process conducted pursuant to the publication of the Pre-Qualification Documents and until the announcement of the Eligible Participants which qualified such stage by complying with the Pre-Qualification Requirements.
<b>Pre-Qualification Submission</b>	Shall mean the Pre-Qualification Submission Documents and the Pre-Qualification Submission Forms.
<b>Pre-Qualification Submission Date</b>	Shall have the meaning set forth in Section 7.9.1 of the Invitation for Pre-Qualify for the Participation in the Tender Stage, i.e 12 July 2011.
<b>Pre-Qualification Submission Documents</b>	Shall mean the forms submitted by the Bidder pursuant and subject to the terms and conditions of the Pre-Qualification Documents, and including all the information and duly completed Pre-Qualification Forms, as signed and executed by Bidders, Members, Major Sub-Contractors, Related Entity, Parent Company as applicable.
<b>Pre-Qualification Submission Forms</b>	Shall have the meaning set forth in the Invitation for Pre-Qualify for the Participation in the Tender Stage.
<b>Pre-Qualification Update Statement</b>	Shall have the meaning set forth in Section 3.1 <i>(Pre-Qualification Update Statement)</i> of Annex C <i>(General Information)</i> of the

	Invitation to Bid.
<b>Prerogative</b>	Shall mean the authority, prerogatives and discretion of the Tender Committee pursuant to any of the Contract Documents.
<b>Price Proposal</b>	Shall mean the Construction Grant Price Proposal offered in Tender Form P ( <i>Construction Grant Price Proposal</i> ) and other pricing terms and conditions offered by a Bidder in accordance with the provisions of Annex G ( <i>the Price Proposal</i> ) of the Invitation to Bid.
<b>Primary Advisors</b>	The advisors listed in Annex H ( <i>List of Primary Advisors to the Tender Committee</i> ) of the Invitation to Bid.
<b>Primary Contractor</b>	As defined under the Work Safety Regulations (Construction Works) 5748-1988.
<b>Proceedings</b>	Shall mean any legal proceedings initiated against the Concessionaire as set forth in Section 24.2.2 ( <i>Indemnification by the Concessionaire; Proceedings</i> ) of the Concession Agreement.
<b>Project</b>	Shall mean the Design, finance, Construction, Operation and Maintenance of the Highway, the Miscellaneous Structures and the Associated Facilities, and the Operation and Maintenance of the Highway, Interchanges and the Miscellaneous Structures, pursuant to the requirements, terms and conditions of the Contract Documents.
<b>Project Agreements</b>	All agreements (including MOU's) entered into for the purpose of or in relation to the execution of the Project in accordance with the Contract Documents, including but not limited to the agreements executed by the Concessionaire directly or through any Major Subcontractors, with Major Subcontractors, Subcontractors / Suppliers and any other party, and the agreements listed under section 2.7 ( <i>Project Agreements</i> ) of Appendix B ( <i>Concessionaire's Obligations During the Development Phase</i> ).
<b>Project Documentation</b>	The records, plans, specifications any engineering plan prepared in connection with the Project (including any relevant engineering data), soil data and analysis, surveys, and time schedule, software, maintenance manuals, insurance policies, diaries, utility relocation plans, record maps, other reports and samples relating to the Project whether in the possession of the Concessionaire or the State, whether planned and submitted by the Concessionaire and in the possession of the Concessionaire and licenses, permits, contracts, the Annexes and the Volumes warranties and contractual rights of the Concessionaire relating to the Project.
<b>Project Manager</b>	Shall have the meaning set forth in Section 10.1.2 of the Concession Agreement.
<b>Project Organization Structure or Project Organizational Structures</b>	Shall mean the project organization structure submitted by the Bidder as Tender Form I ( <i>Project Organization Structure</i> ) of the Invitation to Bid.
<b>Project Schedule</b>	Shall have the meaning set forth in Section 2.1 ( <i>Project Schedule</i> ) of

	Appendix B ( <i>Concessionaire's Obligations During the Development Phase</i> ) of the Concession Agreement.
<b>Proposed Senior Debt Finance Providers</b>	Shall mean the financial institutions which have provided the Bidder with the letter(s) of intent to provide finance, in accordance with the provisions of Section 4 ( <i>Letter of Intent to Provide Finance</i> ) of Annex F ( <i>the Financial Proposal</i> ) of the Invitation to Bid.
<b>Public Entities Transactions Approval</b>	Shall mean the valid approval required in accordance with the provisions of Section 2A of the Public Entities Transactions (Enforcement of Bookkeeping, Payment of Taxes, Legal Employment of Foreign Workers and Minimum Wage) Law-1976
<b>Quarterly Toll Revenue Guarantee, or TRGq</b>	Shall have the meaning set forth in Section 4 ( <i>Calculation of the Toll Revenue Guarantee</i> ) of Appendix D1 ( <i>Toll Revenue Guarantee</i> ).
<b>Quarterly Toll Revenue Target, or TRTq</b>	Shall have the meaning set forth in Section 2 ( <i>Toll Revenue Target (TRT)</i> ) of Appendix D1 ( <i>Toll Revenue Guarantee</i> ).
<b>Reference Bank of Israel Interest Rate</b>	Shall have the meaning set forth in Section 2.2 ( <i>Floating Interest Rate Adjustment of the Base Short Term Floating and the Base Grant Bridge Floating One-Off Payment</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Reference CPI Long Term Interest Rate</b>	Shall have the meaning set forth in Section 3 ( <i>Long Term Interest Rate Adjustment of the Base Total Target Income</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Reference EURIBOR Rate</b>	Shall have the meaning set forth in Section 2.2 ( <i>Floating Interest Rate Adjustment of the Base Short Term Floating and the Base Grant Bridge Floating One-Off Payment</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Reference LIBOR USD Rate</b>	Shall have the meaning set forth in Section 2.2 ( <i>Floating Interest Rate Adjustment of the Base Short Term Floating and the Base Grant Bridge Floating One-Off Payment</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Reference Long Term Interest Rate</b>	Shall have the meaning set forth in Section 3 ( <i>Long Term Interest Rate Adjustment of the Base Total Target Income</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Reference Long Term Euro Interest Rate</b>	Shall have the meaning set forth in Section 3 ( <i>Long Term Interest Rate Adjustment of the Base Total Target Income</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Reference Long Term USD Interest Rate</b>	Shall have the meaning set forth in Section 3 ( <i>Long Term Interest Rate Adjustment of the Base Total Target Income</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Reference Long Term Nominal NIS Interest Rate</b>	Shall have the meaning set forth in Section 3 ( <i>Long Term Interest Rate Adjustment of the Base Total Target Income</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.

<b>Reference Short Term Interest Rate</b>	Shall have the meaning set forth in Section 2 ( <i>Adjustment of the Base One-Off Payments</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Reference Short Term CPI Interest Rate</b>	Shall have the meaning set forth in Section 2 ( <i>Adjustment of the Base One-Off Payments</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Reference Short Term Euro Interest Rate</b>	Shall have the meaning set forth in Section 2 ( <i>Adjustment of the Base One-Off Payments</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Reference Short Term Nominal NIS Interest Rate</b>	Shall have the meaning set forth in Section 2 ( <i>Adjustment of the Base One-Off Payments</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Reference Short Term USD Interest Rate</b>	Shall have the meaning set forth in Section 2 ( <i>Adjustment of the Base One-Off Payments</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Refinance</b>	Shall mean any of the following: <ul style="list-style-type: none"> <li>(i) any amendment, variation, novation supplement or replacement of any Financing Agreement;</li> <li>(ii) the creation of any right or the exercise of any right, concession, option or agreement, all pursuant to the Financing Agreements.</li> <li>(iii) the disposition of any rights or interests in, or the creation of any rights of participation in respect of the Financing Agreements, or the creation or granting of any other form of benefit or interest in either the Financing Agreements, revenues or assets of the Concessionaire, whether by way of security or otherwise; or</li> <li>(iv) any other arrangement put in place by the Concessionaire or another Person which has an effect which is similar to any of the above or which has the effect of limiting the Concessionaire's ability to carry out any of the above.</li> </ul>
<b>Refinance Gain</b>	Shall have the meaning set forth in Section 23.2.3 ( <i>Determination of the Refinance Gain</i> ) of the Concession Agreement.
<b>Reinstatement of the Project</b>	Shall have the meaning set forth in Section 18.5.2 of the Concession Agreement.
<b>Regular Vehicles</b>	A Vehicle with gross weight of up to, and including, 5,000 (five thousand) kilograms.
<b>Reinstatement Cost</b>	Shall have the meaning ascribed thereto in Section 18.5.3 ( <i>The Reinstatement Cost</i> ).
<b>Related Entity</b>	Shall mean an Entity which exercises Control over a Member or an Entity Controlled by such a Member; where such Entity was relied on by the Bidder in order to demonstrate compliance with the Pre-Qualification Requirements of the Invitation for Pre-Qualification Submissions and where such Entity submitted Pre-Qualification Form "C" on behalf of the relevant Member; and for any other purpose

	including an Entity under common Control over a Member.
<b>Related Party Transaction</b>	Shall mean any transaction relating to the Project in which the Concessionaire, any subsidiary of the Concessionaire, or the other party to a contract, leases transfers or otherwise disposes of any of its properties or assets to, or purchases any property or assets from, provides services to, or enters into any contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, an Interested Party (other than the Design Contracts, EPC Contract, Operation and Maintenance Contracts or Management Contracts).
<b>Relevant Authority</b>	Any ministry, department, agency, authority or entity of the State of Israel and any other public authority, body, entity or person having jurisdiction under all Laws with respect to the Concessionaire or to the Project or any part thereof or carrying out actions on the Site, including any Authorized Planning Committee and the Accompanying Team.
<b>Request for Additional Commercial Activity</b>	Shall have the meaning set forth in Section 14.1 ( <i>Request for Additional Commercial Activity</i> ) of the Concession Agreement.
<b>Request for Transfer of Equity</b>	Shall have the meaning set forth in Section 3.3.7 of the Concession Agreement.
<b>Request to Commence Construction</b>	Shall have the meaning set forth in Section 9.4.1 ( <i>Request to Commence Construction</i> ) of the Concession Agreement.
<b>Rehabilitation Fund</b>	Shall have the meaning ascribed thereto in Section 21.1.2 to the Concession Agreement.
<b>Right to Utilize the Site</b>	Shall have the meaning set forth in Section 7.2 ( <i>The Right to Utilize the Site</i> ) of the Concession Agreement.
<b>Savings</b>	Any reduction in Capital Expenditure, Operating Costs and financing costs as set forth in Section 2.14 ( <i>Reduction from the Project</i> ) of Appendix F ( <i>Change Order</i> ) of the Concession Agreement.
<b>Second Determining Date</b>	Shall mean the date set forth by the Concessionaire as the "Second Determining Date" in Section 3 ( <i>Determining Dates</i> ) of Tender Form O ( <i>Selected Basket of Indices, Interest Rates Adjustments, Duration of Loans and Determining Date</i> ) of the Invitation to Bid.
<b>Second Ranked Bidder</b>	Shall have the meaning set forth in Section 10.3 ( <i>Second Ranked Bidder</i> ) of the Invitation to Bid.
<b>Second Reference Long Term Nominal NIS Interest Rate</b>	Shall have the meaning set forth in Section 3 ( <i>Long Term Interest Rate Adjustment of the Base Total Target Income</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Section</b>	Each discrete section of the Toll Road which may be used by the public independently of any other section of the Toll Road i.e. Section 7 and Section 3.



<b>Securities Law</b>	Securities Law, 1968.
<b>Senior Agent</b>	Shall mean, in the event that there are several Senior Debt Finance Providers, the agent appointed and authorized thereby to carry out in their name and on their behalf the relevant action under this Concession Agreement.
<b>Senior Debt Deductions</b>	Shall have the meaning ascribed thereto in the definition of the term " <b>Balance of the Senior Debt</b> ".
<b>Senior Debt Finance Providers</b>	Shall mean the Entities, other than the Concessionaire or any of its Shareholders, which have executed the Senior Debt Financing Agreements.
<b>Senior Debt Financing Agreements</b>	Shall mean the agreements for the finance of senior debt as approved by the State in accordance with the provisions of the Concession Agreement.
<b>Share Capital</b>	Shall mean the Concessionaire's Equity together with any Shareholder Loans and any debt of the Concessionaire which by its terms is subordinated to any other indebtedness of the Concessionaire.
<b>Shareholder</b>	Shall mean any shareholder of the Successful Bidder or of the Equity of the Successful Bidder, whether such shareholder is an Initial Shareholder or not.
<b>Shareholders Agreement</b>	Shall mean all relevant agreements governing the relationship of the Shareholders of the Successful Bidder in respect of the Project.
<b>Shareholders Loan</b>	Shall mean a loan or any other provision of funds to the Successful Bidder by the Initial Shareholders or Shareholders (other than an investment in paid up Equity).
<b>Shareholders Undertaking</b>	Shall mean Tender Form C ( <i>Member's Undertaking</i> ) submitted by the Concessionaire within its Winning Bid, as approved by the Tender Committee and attached to the Concession Agreement as Exhibit 3.
<b>Short Term CPI Interest Rate</b>	<p>Shall mean - on a specified date:</p> <p>a) The weighted average gross yield to maturity, as published by the TASE, of the three (3) fixed rate CPI indexed Israeli Government Bonds with which their average life is closest (having at least one with a longer average life and at least one with a shorter average life) to:</p> <ul style="list-style-type: none"> <li>(i) For the purposes of Section 1 (<i>Base Rates Issued by the Tender Committee</i>) of Annex G (<i>The Price Proposal</i>) of the Invitation to Bid - the Chosen Duration with respect to the Short Term CPI Senior Debt; or</li> <li>(ii) For the purposes of Section 2 (<i>Adjustment of the Base One-Off Payments</i>) of Appendix D (<i>Adjustment of the Payments</i>) - the period between the date of the relevant drawdown and the Determining Date; or</li> <li>(iii) For purposes of Section 27 (<i>General Provisions Relating</i></li> </ul>

	<p><i>to the Determination of the Amount of Senior Debt) of the Concession Agreement - the Average Life of the Remaining Funding pursuant to the relevant NIS Short Term Senior Debt Financing Agreements;</i></p> <p>traded on the TASE, the weighted average shall be calculated based on the bonds volume of trade ("מחזור המסחר"), using an average of the five (5) trading days immediately preceding the date of calculation thereof; and</p> <p>b) Such Bonds are traded at 5,000,000 NIS in aggregate over the five (5) days immediately preceding such date. For the removal of doubt, where either or both of the above mentioned Government Bonds do not meet the requirements of this section (b), such reference Government Bond(s) will be substituted by Government Bond(s) which meet the requirements of this section (b) and which are closest to the average life of the above mentioned Government Bonds.</p>
<b>Short Term CPI Senior Debt</b>	Shall mean any Short Senior Debt of the Concessionaire linked to the Israeli Consumer Price Index.
<b>Short Term Euro Interest Rate</b>	<p>Shall mean - on a specified date - the closing rate of the Euro Swap Rate for a period closest to:</p> <p>a. for the purposes of Section 1 (<i>Base Rates Issued by the Tender Committee</i>) of Annex G (<i>The Price Proposal</i>) of the Invitation to Bid - the Chosen Duration with respect to the Short Term Euro Senior Debt; or</p> <p>b. for the purposes of Section 2 (<i>Adjustment of the Base One-Off Payments</i>) of Appendix D (<i>Adjustment of the Payments</i>) - the period between the date of the relevant drawdown and the Determining Date; or</p> <p>c. for purposes of Section 27 (<i>General Provisions Relating to the Determination of the Amount of Senior Debt</i>) of the Concession Agreement - the Average Life of the Remaining Funding pursuant to the relevant Euro Short Term Senior Debt Financing Agreements;</p> <p>based on the higher quote on page ICAP8 of Reuters, two (2) trading days immediately preceding the date of calculation thereof.</p>
<b>Short Term Euro Senior Debt</b>	Shall mean any Short Senior Debt of the Concessionaire denominated in Euros.
<b>Short Term Nominal NIS Interest Rate</b>	<p>Shall mean - on a specified date:</p> <p>a) The weighted average gross yield to maturity, as published by the TASE, of the three (3) fixed rate nominal Israeli Government Bonds with which their average life is closest (having at least one with a longer average life, and at least one with a shorter average</p>

	<p>life) to</p> <p>(i) for the purposes of Section 1 (<i>Base Rates Issued by the Tender Committee</i>) of Annex G (<i>The Price Proposal</i>) of the Invitation to Bid - the Chosen Duration with respect to the Short Term Nominal Senior Debt; or</p> <p>(ii) for the purposes of Section 2 (<i>Adjustment of the Base One-Off Payments</i>) of Appendix D (<i>Adjustment of the Payments</i>) - the period between the date of the relevant drawdown and the Determining Date; or</p> <p>(iii) for purposes of Section 27 (<i>General Provisions Relating to the Determination of the Amount of Senior Debt</i>) of the Concession Agreement - the Average Life of the Remaining Funding pursuant to the relevant Short Term Nominal Senior Debt Financing Agreements</p> <p>b) the weighted average shall be calculated based on the bonds volume of trade ("מחזור המסחר"), using an average of the five (5) trading days immediately preceding the date of calculation thereof; and</p> <p>Such Government Bonds are traded at 5,000,000 NIS in aggregate over the five (5) days immediately preceding such date. For the removal of doubt, where either or both of the above mentioned Government Bonds do not meet the requirements of this section (b), such reference Government Bond(s) will be substituted by Government Bond(s) which meet the requirements of this section (b) and which are closest to the average life of the above mentioned Government Bonds.</p>
<b>Short Term Nominal Senior Debt</b>	Shall mean any Short Term Senior Debt of the Concessionaire denominated in NIS not linked to the CPI.
<b>Short Term Senior Debt</b>	Shall mean any Senior Debt of the Concessionaire, the term of which is five (5) years or less.
<b>Short Term Senior Debt Financing Agreements</b>	Shall mean any Senior Debt Financing Agreements or any part of Senior Debt Financing Agreements establishing a short term financing facility, the duration of the loan thereunder is equal to or shorter than five (5) years.
<b>Short Term USD Interest Rate</b>	<p>Shall mean - on a specified date the closing rate of the USD Swap Rate for a period closest to:</p> <p>(i) for the purposes of Section 1 (<i>Base Rates Issued by the Tender Committee</i>) of Annex G (<i>The Price Proposal</i>) of the Invitation to Bid - the Chosen Duration with respect to the USD Short Term Senior Debt; or</p>

	<p>(ii) for the purposes of Section 2 (<i>Adjustment of the Base One-Off Payments</i>) of Appendix D (<i>Adjustment of the Payments</i>) - the period between the date of the relevant drawdown and the Determining Date; or</p> <p>(iii) for purposes of Section 27 (<i>General Provisions Relating to the Determination of the Amount of Senior Debt</i>) of the Concession Agreement - the Average Life of the Remaining Funding pursuant to the relevant USD Short Term Senior Debt Financing Agreements</p> <p>based on the higher quote on page ICAP8 of Reuters, two (2) trading days immediately preceding the date of calculation thereof.</p>
<b>Short Term USD Senior Debt</b>	Shall mean any Short Term Senior Debt of the Concessionaire denominated in USD.
<b>Signature Date</b>	Shall have the meaning set forth in Section 2.3 ( <i>Signature Date</i> ) of the Concession Agreement.
<b>Site</b>	Shall mean the area located within the boundaries marked in the drawings attached to Volume 3 ( <i>Introduction to Engineering</i> ), in which the Concessionaire is granted right of use by the State in accordance with Section 7 ( <i>The Site</i> ) to the Concession Agreement.
<b>Site Visit</b>	Shall have the meaning set forth in Section 2.13.1 ( <i>Site Visit</i> ) of the Invitation to Bid.
<b>Special Purpose Company or Sole Purpose Company SPC</b>	Shall mean a company which, under its articles of association, has been incorporated for the sole purpose of participating in the Tender Process and fulfilling its obligations there under and the execution of the Project.
<b>State</b>	State shall mean the State of Israel.
<b>Statutory Final Configuration or SFC</b>	The statutory configuration of the Project as defined in National Master Plans 31A/7 and 31A/3, as included in Volume 4 ( <i>Statutory Information and Instructions</i> ).
<b>Statutory Plans</b>	As such term is defined in the Planning and Building Law 5725-1965, which apply to the Project.
<b>Stop Work Order</b>	Shall have the meaning set forth in Section 9.7.1 of the Concession Agreement.
<b>Subcontractor</b>	Shall mean any Person with whom the Concessionaire, a designer, a contractor (including the O&M Contractor or the EPC Contractor), which has entered into any subcontract to perform any part of the Design, Construction, or Operation and Maintenance of the Project, or to provide any materials, equipment or supplies (and any other person with whom any subcontractor has further subcontracted any part of the work).

<b>Subordinated Debt</b>	Shall mean a loan or any other provision of funds to the Concessionaire by any Entity, where the loan or the provisions of funds is, by its terms, subordinated to any other indebtedness of the Concessionaire, its terms having been approved by the State in accordance with the provisions of the Contract Documents excluding, however, Shareholders Loans and investment in paid-up Equity.
<b>Subordinated Debt Deductions</b>	Shall have the meaning set forth in the definition of the term "Balance of the Subordinated Debt."
<b>Subordinated Debt Finance Providers</b>	Shall mean the Entities, other than the Concessionaire or any of its Shareholders, who executed the Subordinated Debt Financing Agreements.
<b>Subordinated Debt Financing Agreements</b>	Shall mean the agreements for the finance of Subordinated Debt as approved by the State in accordance with the provisions of the Contract Documents, executed between the Concessionaire and Entities other than a Shareholder or an Interested Party in a Shareholder or in the Concessionaire, where neither the Shareholders nor the Concessionaire are Interested Parties in such Entities.
<b>Subordinated Loan</b>	Shall mean a loan or any other provision of funds to the Concessionaire by any Entity, where the loan or the provisions of funds is, by its terms, subordinated to any other indebtedness of the Concessionaire, its terms having been approved by the State in accordance with the provisions of the Contract Documents excluding, however, Shareholders Loans and investment in paid-up Equity.
<b>Subscribed Vehicles</b>	Shall refer to any Vehicle subscribed for usage of Toll Sections 3 and 7 in accordance with Volume 7 ( <i>Marketing, Advertising and Customer Service</i> ).
<b>Subsidiary</b>	Any corporation, company, association of other business entity in the Control of an Entity or of an Entity in Control of such Entity or of an "affiliated company" of such Entity as defined in the Securities Law-1968.
<b>Substituting Entity</b>	Shall have the meaning ascribed thereto in Section 28.1 ( <i>Substituting Entity</i> ) of the Concession Agreement.
<b>Successful Bidder</b>	Shall mean the Bidder selected by the Tender Committee upon the completion of the Evaluation Process pursuant to the provisions of the Invitation to Bid.
<b>TASE</b>	Shall mean the Tel Aviv Stock Exchange.
<b>Tax Pre-Rulings</b>	Shall mean the tax pre-rulings as set forth in Section 30.1 ( <i>Tax Pre Rulings</i> ) of the Concession Agreement and attached thereto as Appendix O ( <i>Tax Pre-Rulings</i> ) and following Signature Date, the tax pre-ruling attached to the Concession Agreement as Exhibit 6.
<b>Technical Proposal</b>	The technical aspects of the Bid prepared in accordance with the provisions of Annex D ( <i>the Technical Proposal</i> ) to the Invitation to Bid.
<b>Tender Bond</b>	Shall mean the Bid Bond.

<b>Tender Committee</b>	The committee appointed by the Accountant General on 27.6.2010, in order to control and manage the Tender Process, or any other entity which shall be duly appointed to act as a tender committee for the Tender Process.
<b>Tender Documents</b>	Shall mean the Invitation to Bid, the Concession Agreement, all Volumes thereof, including all Appendices and Annexes thereto, all Tender Forms, and all Addenda and Amendments thereto.
<b>Tender Process</b>	The process conducted by the Tender Committee for the examination and evaluation of the Bids and the selection of the Successful Bidder.
<b>Termination Date</b>	Shall mean the date of entry into force of a Notice of Termination.
<b>Time of Day</b>	The division of the day into Peak hours and Off-Peak hours, as detailed in Section 5 ( <i>Time of Day</i> ) to Appendix E ( <i>Toll Tariffs</i> ) of the Concession Agreement.
<b>Toll</b>	Payment under the Toll Road Law for a vehicle traveling on the Toll Road.
<b>Toll Revenue Guarantee or TRG</b>	Shall have the meaning set forth in Section 4 ( <i>Calculation of the Toll Revenue Guarantee</i> ) of Appendix D1 ( <i>Toll Revenue Guarantee</i> ) of the Concession Agreement.
<b>Toll Revenue Guarantee Modification or TRGM</b>	Shall have the meaning set forth in Section 4 ( <i>Calculation of the Toll Revenue Guarantee</i> ) of Appendix D1 ( <i>Toll Revenue Guarantee</i> ) of the Concession Agreement.
<b>Toll Revenue Target or TRT</b>	Shall have the meaning set forth in Section 2 ( <i>Toll Revenue Target</i> ) of Appendix D1 ( <i>Toll Revenue Guarantee</i> ) of the Concession Agreement.
<b>Toll Road Law</b>	Toll Road (Israel National Highway) Law, 1995.
<b>Toll Sections</b>	Defined parts of the Highway in which Tolls can be collected from vehicles using the Highway.
<b>Tolling System</b>	As set forth in Volume 9 ( <i>Tolling System</i> ) including any component and any right connected to it.
<b>Toll Tariffs</b>	Shall mean amounts levied by the Concessionaire on Vehicles using the Toll Sections, which shall be established in accordance with Appendix E ( <i>Toll Tariffs</i> ) of the Concession Agreement.
<b>Total Target Income Date of Adjustment</b>	Shall have the meaning set forth in Section 8.3 ( <i>Total Target Income Date of Adjustment</i> ) of Appendix D ( <i>Adjustment of the Payments</i> ) of the Concession Agreement.
<b>Transfer of Equity</b>	Shall mean the sale, gift, transfer, conveyance, pledge, or hypothecation of Equity in any manner, or any economically equivalent action.
<b>Transferee Undertaking</b>	Shall have the meaning set forth in Section 3.3.12 to the Concession Agreement.
<b>Transportation Infrastructure</b>	All earthworks and paving works required for the execution of the

<b>Works</b>	Project.
<b>Transportation Infrastructure Expert</b>	Shall mean the Entity which demonstrated compliance with the provisions of Section 4.3 ( <i>Transportation Infrastructure Experience</i> ) of the Invitation to Pre-Qualification.
<b>Tunneling Expert</b>	Shall mean the Entity which demonstrated compliance with the provisions of Section 4.2 ( <i>Tunneling Experience</i> ) of the Invitation to Pre-Qualification.
<b>Tunneling Works</b>	All tunnels excavation works, tunnel support, including the construction of the tunnels' portals.
<b>Unauthorized Schedule Delay</b>	a delay in the Basic Schedule which has not been approved in advance by the Implementing Authority in accordance with the provisions of the Contract Documents.
<b>Unknown Infrastructure</b>	Any operational Infrastructure which is not Known Infrastructure.
<b>US CPI</b>	Shall mean the Consumer Price Index for all urban consumers (CPI-US) not seasonally adjusted published by the Bureau of Labor Statistics of the US Department of Labor.
<b>USD Linked to US CPI</b>	Shall mean the USD exchange rate calculated in accordance with the provisions of Section 9.1.5 ( <i>Linkage to the USD Linked to US CPI and Euro Linked to the HICP</i> ) and Section 9.2 ( <i>Linkage of the Operation Component of the Total Target Income</i> ) of Appendix D ( <i>The Adjustment of the Payments</i> ) of the Concession Agreement.
<b>USD Long Term Senior Debt Financing Agreements</b>	Shall mean all Long Term Senior Debt Financing Agreements denominated in USD.
<b>USD Short Term Senior Debt Financing Agreements</b>	Shall mean all Short Term Senior Debt Financing Agreements denominated in USD.
<b>Vehicle</b>	Shall have the meaning ascribed to the term Motor Vehicle in the Traffic Ordinance (New Version) 5721-1961.
<b>Weighted Base Periodic Payment for Partial Operation Phase</b>	Shall have the meaning set forth in Section 2.5 ( <i>The Base Periodic Payment for Partial Operation Phase</i> ) of Appendix G1 ( <i>Examination of the Sum of Payments</i> ).
<b>Weighted Construction Grant</b>	Shall have the meaning set forth in section 2.2 ( <i>The Base Construction Grant</i> ) of Appendix G1 ( <i>Examination of the Sum of Payments</i> ).
<b>Weighted Floating One-off Payments</b>	Shall have the meaning set forth in Section 2.4 ( <i>The Base Floating One-Off Payment</i> ) of Appendix G1 ( <i>Examination of the Sum of Payments</i> ).

<b>Weighted Sum of Payments</b>	Shall have the meaning set forth in Section 2.1 ( <i>Weighted Sum of Payments</i> ) of Appendix G1 ( <i>Examination of the Sum of Payments</i> ).
<b>Weighted One-off Payments</b>	Shall have the meaning set forth in Section 2.3 ( <i>The Base One-Off Payment</i> ) of Appendix G1 ( <i>Examination of the Sum of Payments</i> ).
<b>Weighted Total Target Income Long Term Interest Adjustment</b>	Shall have the meaning set forth in Section 2.7 ( <i>The Base Total Target Income Long Term Interest Adjustments</i> ) of Appendix G1 ( <i>Examination of the Sum of Payments</i> ).
<b>Widening</b>	Any widening of the Project subsequent to Construction Completion in accordance with the terms of Volume 3 ( <i>Introduction to Engineering</i> )
<b>Widening Works</b>	The Work of designing, constructing and completing of any Widening.
<b>Winning Bid</b>	Shall mean the Bid of the Successful Bidder as approved by the State and as attached to the Concession Agreement as Annex A ( <i>Winning Bid</i> ) of Volume 2B ( <i>Annex</i> ).
<b>Work Day</b>	Shall mean a day (other than Friday or Saturday) on which banks are open for domestic business in the State of Israel.
<b>Works</b>	Reference is made to the term "Construction Works".
<b>Year</b>	Shall mean a year of the Gregorian Calendar.