

APPENDIX C1

HOMC

1. General

- 1.1. The purpose of this Appendix is to define the terms and conditions which shall apply in the event the Concessionaire chooses to locate the Highway Operation and Maintenance Center (HOMC) outside the limits of the Site (hereinafter: "**External Site**").
- 1.2. This provisions of this Appendix C1 (*HOMC*) shall not derogate from any of the provisions of the Concession Agreements with respect to the HOMC, and shall be deemed as supplementing such provisions.
- 1.3. All terms used in this Appendix shall have the definitions ascribed to them herein or in Appendix A.

2. The External Site

- 2.1. The Concessionaire may locate the HOMC in an External Site, as shall be approved in advance by the State.
- 2.2. The HOMC shall be an independent facility in terms of functionality.
- 2.3. The External Site shall be obtained by the Concessionaire, at its full and sole responsibility, and shall be deemed as an integral part of the Site. Notwithstanding the foregoing, the provisions of Sections 7.1 (*the Site*), 7.6.1, 7.6.2, 7.7 (*Delay in Delivery of the Site to the Concessionaire: Prior to the Date of Issuance of Notice to Proceed*), 7.8 (*Interruption or Delay in Granting the Right to Use the Site - Following the Date of Issuance of Notice to Proceed*) and Appendix C (*Site Addendum*), 7.9 (*Infrastructure*), 7.10 (*Condition or Finding at the Site*), 7.11 (*Antiquities at the Site*), 9.6 (*Variations in Ground Conditions*), 15 (*Change Order*), 16.2.2 (*Effects of an Unjustifiable Suspension*), 17 (*Discriminatory Action*) and 18 (*Force Majeure*) to the Concession Agreement shall not apply with respect to the External Site.
- 2.4. The External Site will be located within a radius of 5 km of from the Blue Line, in a manner that will enable fast and convenient access from and to both directions of the Highway.

3. Obtainment of the Rights in the External Site and their Registration

- 3.1. In the event that the land of the External Site is owned by the State under the management of the Israel Land Administration, the Concessionaire shall acquire for the benefit of the State the lease rights in the External Site for a period of 49 years, the registration of the owner and the lease rights with respect to the lands shall be the State.
- 3.2. In the event that the External Site is owned by a private entity, the Concessionaire will acquire ownership rights in the External Site and register the State as the owner.
- 3.3. The rights purchased by the Concessionaire in the External Site and the HOMC building shall be free of all conditions or restrictions of any kind and

the Concessionaire may not assign, transfer, pledge lien or create any other security interest over the its rights in the External Site or the HOMC building, other than for the purpose of the Project financing in accordance with the provisions Section 3.4.9 of the Concession Agreement.

- 3.4. The Concessionaire shall be responsible to acquire the rights in the External Site due time in advance as to enable the completion of the HOMC at the time designated for the completion of the Construction of Section 7, as to enable the commencement of the Partial Operation and Maintenance of a Section of the Highway on time. The schedule and sequence of all stages of the construction of the HOMC shall appear in the Concessionaire's Project Schedule and shall be subject to the approval of the Implementing Authority.

4. The HOMC building

The HOMC building, as shall be located within the External Site, may be constructed by the Concessionaire or purchased thereby.

5. Approvals

- 5.1. The Concessionaire shall be fully and solely responsible for the obtainment of all Approvals required for the obtainment of the External Site, the construction or purchase of the HOMC building (as applicable) and the Operation and Maintenance of the HOMC in accordance with the provision of the Concession Agreement and any applicable Law. Without derogating from the foregoing, the Concessionaire is required to obtain the required Approvals for the designation of the External Site as HOMC from all Relevant Authorities including the Israel Land Administration (if applicable).
- 5.2. Failure to obtain any of the Approvals detailed in Section 2.7.1 above shall not justify and shall not constitute grounds for delaying the performance or for nonperformance of any of the Works, by the Concessionaire.
- 5.3. The Concessionaire shall submit for the Implementing Authority's review all plans, designs and any other documentation, as required by the Implementing Authority in order to enable it to monitor the timely execution of the Works for the construction of the HOMC.

6. Taxation

Without derogating from the provisions of Section 30 (*Taxation*) to the Concession Contract, any tax (including all Municipal Taxes) imposed under any Law with regards to the External Site or the Construction, Operation and Maintenance of the HOMC will be borne solely by the Concessionaire.

7. Delivery of the External Site to the State

The Concessionaire shall construct the HOMC in accordance with the requirements set forth in the Contract Documents and shall deliver the External

Site to the State according to the transfer procedure of lands as specified in Section 3 (*Transfer Procedure of The Lands to The Concessionaire*) of Annex C (*Site Addendum*), *mutatis mutandis*. The External Site and the completed HOMC shall be delivered by the Concessionaire to the State by not later from the date of issuance of the Interim Permit to Operate for the Partial Operation and Maintenance of a Section of the Highway.