

## APPENDIX N

### AVAILABILITY MECHANISM

#### 1. Definitions

Other than the terms specifically defined herein below, all terms used in this Appendix shall have the definitions ascribed thereto in Appendix A (*Definitions*).

#### 2. General

- 2.1. The aim of the availability mechanism is to ensure a standard level of service on the Highway throughout the Concession Period (hereinafter: “**the Availability Mechanism**”). The Availability Mechanism shall be based on adjustments of the Actual State Periodic Payments or of the Adjusted Periodic Payment for Partial Operation Phase (as applicable) in accordance with the Non-Availability Events which occurred during each Measurement Period. The Adjustments to the Actual State Periodic Payment or the Adjusted Periodic Payment for Partial Operation Phase (as applicable) shall be based on deductions in accordance with the provisions of this Appendix N (*Availability Mechanism*), and shall be referred to as “**Non-Availability Compensation**”.
- 2.2. The Concessionaire shall ensure the full availability of the Highway, 24 hours a day, throughout the year, in accordance with the definition of “Available Route”.
- 2.3. The Concessionaire shall ensure full availability of Section 7 throughout the Partial Operation and Maintenance Phase, and full availability of the Highway throughout the Commercial Operation Phase.
- 2.4. In case of an interruption to the availability of the Highway, the Concessionaire shall use all necessary measures in order to restore the Highway’s availability.

#### 3. Adjustment of the Actual State Periodic Payment and the Adjusted Periodic Payment for Partial Operation Phase

- 3.1. The Highway’s availability shall be measured on the basis of Non-Availability Units accumulated during the Measurement Periods, in accordance with the provisions of this Appendix N (*Availability Mechanism*).
- 3.2. The Actual State Periodic Payment or the Adjusted Periodic Payment for Partial Operation Phase (as applicable) as calculated in accordance with the provisions of Sections 4.7.3 (*Base Periodic Payment for Partial Operation Phase – Section of the Highway*) and 4.7.6 (*Actual State Periodic Payment*) and Appendix D2 (*Payment Procedure*) of the Concession Agreement, shall be adjusted by deducting the Non-Availability Compensation in accordance with the number of Non-Availability Units and in accordance with the provisions of this Appendix N (*Availability Mechanism*).

- 3.3. A 15 minute period of Non-Availability on a Route, shall be referred to as a "Non Availability Unit". The number of Non-Availability Units, for each Non-Availability Event, shall be calculated by dividing the number of minutes elapsing between the Beginning of the Event and the End of the Event, by 15. A part of a Non-Availability Unit will be considered a whole Non-Availability Unit.
- 3.4. Without derogating from the provisions of Sections 3.2-3.3 above, following the occurrence of an Event, the Concessionaire shall restore the Highway to its full availability within the timeframe set forth in Table 3.4 below. In case the Concessionaire fails to conclude the treatment of the Event within the aforesaid timeframe, the Non-Availability Units shall be measured, starting from the Beginning of the Event, and Non-Availability Compensation shall be deducted from the Actual State Periodic Payment or from the Adjusted Periodic Payment for Partial Operation Phase (as applicable) in accordance with the number of Non-Availability Units measured.

**Table 3.4: Period for Treatment Completion**

	<b>The Event</b>	<b>Period for Treatment Completion</b> (from the Beginning of the Event)
A	Any Event other than a Road Accident	45 minutes
B	Road Accident without an Injured Person	60 minutes
C	Road Accident with an Injured Person	15 minutes from the traffic examiners' authorization for the clearance of the Vehicles
D	Road Accidents with an Injured Person involving more than two Vehicles	10 additional minutes beyond the period for treatment completion set forth with respect to Event B above, for each Vehicle involved beyond two
E	Road Accidents without an Injured Person involving more than two Vehicles	additional minutes beyond the period for treatment completion set forth with respect to Event C above, for each Vehicle involved beyond two

3.4A. Notwithstanding the provisions of table 3.4 herein above, in the event that a Road Accident involved one of more Heavy Vehicles, then the respective period for treatment completion as set out in table 3.4 shall be increased by fifteen (15) minutes.<sup>1</sup>

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<sup>1</sup> Addendum no.16.

3.5. The number of Non-Availability Units as calculated in accordance with the provisions of Sections 3.2-3.4 above, shall be multiplied by the corresponding coefficients specified in Table 3.5 (Duration of a Non-Availability Event) below.

**Table 3.5: Duration of a Non-Availability Event**

<b>Duration of a Non-Availability Event</b>	<b>Coefficient</b>
Duration shorter than, or equal to, two times the Period for Treatment Completion	1
Duration longer than two times the Period for Treatment Completion	2

3.6. The Non-Availability Compensation attributed to the Non-Availability Units calculated in accordance with the provisions of Sections 3.2-3.5 above, shall be derived by multiplying the number of Non-Availability Units by the Payment per Non-Availability Unit for each of the Daily Demand Periods in accordance with the provisions of Table 3.6 below (“**Base Payment per Non-Availability Unit**”), and in accordance with the provisions of this Appendix N (*Availability Mechanism*).

**Table 3.6: Daily Demand Periods**

<b>Daily Demand Period</b>	<b>High-Demand</b>	<b>Moderate-Demand</b>	<b>Low-Demand</b>
Base Payment per Non-Availability Unit (NIS)	2,250	1,125	375

- 3.6.1. If a Non-Availability Event began during High-Demand Hours, the Non-Availability Units shall be calculated as if the entire Non-Availability Event occurred during High-Demand Hours, even if the Non-Availability Event extended beyond the High Demand Hours.
- 3.6.2. If a Non-Availability Event began during Moderate-Demand or Low-Demand Hours, the Non-Availability Units shall be calculated with respect to the proportion of the Day Periods, in which they occurred.
- 3.6.3. The Base Payment per Non-Availability Unit in accordance with Table 3.6 (*Daily Demand Periods*) above, shall be linked to the CPI in accordance with Section 7 (*Linkage to the CPI*) in this Appendix N (*Availability Mechanism*).
- 3.7. Notwithstanding the provisions of Sections 3.1-3.6 above, during the first twelve (12) months following the issuance of the Interim Permit to Operate for the Partial Operation and Maintenance of a Section of the Highway, the Base Payment per Non-Availability Unit, shall be equal to seventy percent (70%) of the relevant payment as calculated in accordance with the provisions of Sections 3.2-3.6 above.

3.8. The Non-Availability Compensation as calculated in accordance with the provisions of Sections 3.2-3.7 above, shall be further multiplied by a coefficient reflecting the Level of Non-Availability, as specified in Table 3.8, below.

**Table 3.8: Coefficients for Level of Non-Availability**

Description	Coefficient for Segments consisting of three Lanes	Coefficient for Segments consisting of two Lanes	Coefficient for Segments consisting of one Lane
The main three Lanes on the Route are not Available Lanes due to a Non-Availability Event	2	Not Relevant	Not Relevant
Two Lanes on a Route are not Available Lanes due to a Non-Availability Event	0.8	2	Not Relevant
One Lane on a Route is not an Available Lane due to a Non-Availability Event	0.5	0.8	2
The Shoulder of a Route is not available due to a Non-Availability Event	0.2	0.3	0.3
Operation Suspension	2	2	2

3.9. Throughout the Partial Operation and Maintenance of a Section of the Highway, this Appendix N (*Availability Mechanism*) shall refer to Non-Availability Events which occur on Section 7 in accordance with Volume 3 (*Introduction to Engineering*). Throughout the Commercial Operation Phase, this Appendix N (*Availability Mechanism*) shall refer to Non-Availability Events which occur anywhere on the Highway in accordance with Volume 3 (*Introduction to Engineering*).

3.10. Notwithstanding Sections 4.7.6 (*Actual State Periodic Payment*) and 4.7.3 (*Base Periodic Payment for Partial Operation Phase – Section of the Highway*) of the Concession Agreement and Appendix D2 (*Payment Procedure*), the Actual State Periodic Payment or the Adjusted Periodic Payment for Partial Operation Phase (as applicable) shall be adjusted in accordance with the Non-Availability Events, and shall be calculated by deducting the Payments due to the Non-Availability Units accumulated throughout the Measurement Period from the Actual State Periodic Payment or from the Adjusted Periodic Payment for Partial Operation Phase (as applicable) in accordance with the provisions of Sections 3.1-3.9 above.

- 3.11. Under the circumstances of multiple simultaneous Non-Availability Events taking place on the Highway, the provisions of this Appendix N (*Availability Mechanism*) shall apply separately to each and every Non-Availability Event as if it was an isolated incident.

#### **4. Exceptions**

- 4.1. Notwithstanding the provisions of this Appendix N (*Availability Mechanism*), a Route will not be considered Non-Available upon the occurrence of any of the following:
  - 4.1.1. Non-Availability due to an event approved by the State in accordance with the provisions of Volume 12 (*Operation and Maintenance*).
  - 4.1.2. Non-Availability due to aberrant events that require the completion of treatment by third parties, such as security forces or rescue agencies (excluding a traffic examiner's activities due to Road Accidents), the Ministry of Environment, departments dealing with Hazardous Materials, subject to the Concessionaire's duty to use every means available in order to minimize such interruption to the availability of the Highway.
  - 4.1.3. Non-Availability due to Road Works on the Roadside, which were approved by the State in accordance with the provisions of Volume 12 (*Operation and Maintenance*).
  - 4.1.4. Non-Availability caused by an Event of Force Majeure.
  - 4.1.5. Non-Availability caused by Changes in the Project, in accordance with Appendix F (*Change Order*) of the Concession Agreement.
  - 4.1.6. Non-Availability due to Discriminatory Action, in accordance with Section 17 (*Discriminatory Action*) of the Concession Agreement.
  - 4.1.7. Non-Availability resulting from the use of the Site by the State, or by third parties if approved by the State, in accordance with Section 7.2 (*The Right to Utilize the Site*) of the Concession Agreement.

Provided however that the provisions of this Section 4.1 shall not derogate from the Concessionaire's duty to make all reasonable efforts to avoid or minimize the interruption of such Events to the availability of the Highway.

- 4.2. The State shall examine the Non-Availability Events which generated the highest deductions during the Measurement Period, and which comprise a total of three percent (3%) of all Non-Availability Events during the Measurement Period, in order to establish whether the Concessionaire has used every means available in order to bring the Event to an end as soon as possible.

For every Event, with respect to which the State concludes, at its' sole discretion, that the Concessionaire has taken all necessary measures for concluding the Event, this Event shall not be deemed a Non-Availability Event for the purpose of Section 3 (*Adjustment of the Actual State Periodic Payment and the Adjusted Periodic Payment for Partial Operation Phase*) of this Appendix.

## 5. **Limitation of Deduction**

The total aggregated amount of Deductions from the Concessionaire, due to Non-Availability Events in accordance with this Appendix N (*Availability Mechanism*) and due to Quality Events in accordance with Volume 12 (*Operation and Maintenance*), shall not exceed the amount of 15 Million NIS per every 12 month period, beginning from the Partial Operation and Maintenance of a Section of the Highway, and throughout the Concession Period, and shall be linked to the CPI, in accordance with Section 7 (*Linkage to the CPI*) of this Appendix N (*Availability Mechanism*).

It is hereby clarified that the above paragraph shall also apply during the initial twelve (12) months following the issuance of the Interim Permit to Operate for the Partial Operation and Maintenance of a Section of the Highway, in accordance with Section 3.7 of this Appendix N (*Availability Mechanism*).

## 6. **Control and Reports**

- 6.1. The Highway Traffic Management System (HTMS) shall include a module that shall detect and document Events, as stated in Volume 10 (*Highway Traffic Management System (HTMS)*).

The instructions regarding the documentation and reporting procedures with respect to the Non-Availability Events, which are to be provided to the Relevant Authorities are specified in the Engineering Volumes, and in particular in Volumes 10 (*Highway Traffic Management System (HTMS)*) and 12 (*Operation and Maintenance*).

The Concessionaire shall be responsible for the supply of an “**Availability Management System**” for managing all availability aspects, including calculating the deductions from the Actual State Periodic Payment or from the Adjusted Periodic Payment for Partial Operation Phase (as applicable) due to Non-Availability Events in accordance with this Appendix N (*Availability Mechanism*). The Availability Management System shall include all data required for this purpose, and shall be linked and coordinated with the Highway Traffic Management System (HTMS), in particular to the Incident Management module, in accordance with Volume 10 (*Highway Traffic Management System (HTMS)*). The Availability Management System shall also be linked to the Facility Management System (FMS), and to the System Maintenance and Control (SMC) in accordance with Volume 10 (*Highway Traffic Management System (HTMS)*).

- 6.2. The Concessionaire shall provide the State with a bi-weekly report regarding the Availability of the Highway, including details regarding all the Events, the evidence concerning the Beginning and End of every Event, the treatment of the Events, the deductions from the Concessionaire’s payments regarding every Event calculated based on the provisions of this Appendix N (*Availability Mechanism*), and any other relevant information. These reports shall be discussed at the bi-weekly meetings which will take place between the Concessionaire and the Implementing Authority. The report as approved by the Implementing Authority will serve as the basis for calculating the deductions from the Actual State Periodic Payments or from the Adjusted Periodic Payments for Partial Operation Phase (as applicable) in accordance

with this Appendix N (*Availability Mechanism*), Sections 4.7.6 (*Actual State Periodic Payment*) and 4.7.3 (*Base Periodic Payment for Partial Operation Phase – Section of the Highway*) of the Concession Agreement, and in accordance with Appendix D2 (*Payment Procedure*).

**7. Updating Definitions of the Daily Demand Periods**

7.1. Every three (3) years from the expiration of eighteen (18) months from the beginning of the Partial Operation and Maintenance of a Section of the Highway, the State is entitled to update the definition of Daily Demand Periods in accordance with this Appendix N (*Availability Mechanism*), based on the actual traffic volumes registered on the Highway since the last update, and on the traffic forecasts for the next few years, as long as the proportion between the number of High-Demand, Moderate-Demand and Low-Demand Hours remains unchanged.

The updated Daily Demand Periods shall take effect within one (1) month from the announcement of the State regarding such update. During this period the Concessionaire shall adjust the Availability Management System, in accordance with Section 6 (*Control and Reports*) of this Appendix N (*Availability Mechanism*).

**8. Linkage to the CPI**

The Payments in this Appendix N (*Availability Mechanism*) shall be linked to the CPI, in accordance with Section 9.1.1<sup>2</sup> (*Linkage to the CPI, IPB*) of Appendix D (*Adjustment of the Payments*).

**9. Definitions**

<b>Available Lane</b>	A Lane which is open to traffic along its entire length and width, without obstruction or barrier, and allows free movement of Vehicles. Provided however that if movement on a Lane is not free solely for the reason of traffic congestion, the Lane will be considered an Available Lane.
<b>Availability Management System</b>	As defined in Section 6 of this Appendix N ( <i>Availability Mechanism</i> ).
<b>Available Route</b>	A Route in which every Lane is an Available Lane.
<b>Base Payment Per Non-Availability</b>	As defined in Section 3.6 of this Appendix N ( <i>Availability Mechanism</i> ).

<sup>2</sup> Addendum no.19.

<b>Unit</b>																																						
<b>Beginning of an Event</b>	The date and time a Route became Non-Available. Affirmation of the beginning of the event will be determined by the earlier of: (1) The automatic detection by the Local Central System of the existence of an Event; and (2) A notification reported to the Highway Traffic Management System by the Concessionaire's employees, defense or rescue forces, or by any other source.																																					
<b>Daily Demand Periods</b>	<p>Subject to Section 7 (<i>Updating Definitions of the Daily Demand Periods</i>) of this Appendix, hereinafter is the following division of the day into High-Demand hours, Moderate-Demand Hours and Low-Demand Hours;</p> <table border="1" data-bbox="507 674 1358 1458"> <thead> <tr> <th data-bbox="507 674 676 853">Beginning</th> <th data-bbox="676 674 820 853">End</th> <th data-bbox="820 674 1003 853">Sun-Thu</th> <th data-bbox="1003 674 1182 853">Friday &amp; Israeli Holidays eve</th> <th data-bbox="1182 674 1358 853">Saturday &amp; Israeli Holidays</th> </tr> </thead> <tbody> <tr> <td data-bbox="507 853 676 960">06:00</td> <td data-bbox="676 853 820 960">09:00</td> <td data-bbox="820 853 1003 960">High-Demand</td> <td data-bbox="1003 853 1182 1032" rowspan="2">Low-Demand</td> <td data-bbox="1182 853 1358 1173" rowspan="4">Low-Demand</td> </tr> <tr> <td data-bbox="507 960 676 1032">09:00</td> <td data-bbox="676 960 820 1032">13:00</td> <td data-bbox="820 960 1003 1032">Moderate-Demand</td> </tr> <tr> <td data-bbox="507 1032 676 1104">13:00</td> <td data-bbox="676 1032 820 1104">15:00</td> <td data-bbox="820 1032 1003 1104">Moderate-Demand</td> <td data-bbox="1003 1032 1182 1173">High-Demand</td> </tr> <tr> <td data-bbox="507 1104 676 1173">15:00</td> <td data-bbox="676 1104 820 1173">17:00</td> <td data-bbox="820 1104 1003 1173">High-Demand</td> <td data-bbox="1003 1173 1182 1458" rowspan="3">Low-Demand</td> </tr> <tr> <td data-bbox="507 1173 676 1245">17:00</td> <td data-bbox="676 1173 820 1245">19:00</td> <td data-bbox="820 1173 1003 1245">High-Demand</td> </tr> <tr> <td data-bbox="507 1245 676 1352">19:00</td> <td data-bbox="676 1245 820 1352">21:00</td> <td data-bbox="820 1245 1003 1352">Moderate-Demand</td> <td data-bbox="1182 1173 1358 1352">High-Demand</td> </tr> <tr> <td data-bbox="507 1352 676 1458">21:00</td> <td data-bbox="676 1352 820 1458">06:00</td> <td data-bbox="820 1352 1003 1458">Low-Demand</td> <td data-bbox="1003 1352 1182 1458">Low-Demand</td> <td data-bbox="1182 1352 1358 1458">Low-Demand</td> </tr> </tbody> </table>					Beginning	End	Sun-Thu	Friday & Israeli Holidays eve	Saturday & Israeli Holidays	06:00	09:00	High-Demand	Low-Demand	Low-Demand	09:00	13:00	Moderate-Demand	13:00	15:00	Moderate-Demand	High-Demand	15:00	17:00	High-Demand	Low-Demand	17:00	19:00	High-Demand	19:00	21:00	Moderate-Demand	High-Demand	21:00	06:00	Low-Demand	Low-Demand	Low-Demand
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<b>End of Event</b>	The date and time a Route became an Available Route again. Affirmation of the end of the event will be determined by the earlier of: (1) The automatic detection of the Highway Traffic Management System (HTMS) that the Event is over; (2) the approval of the Security and Rescue Forces that the Event is over; (3) a visual affirmation that the Event is over by the Concessionaires employees, on behalf of the Concessionaire.																																					
<b>Event</b>	Vehicle halting, Road Accidents, fallen objects on the Highway, oil spills, spills of hazardous materials, or any other event which interrupts the availability of the Highway.																																					
<b>Event Initiated by a Third Party</b>	An activity designed by a third party, which was approved by the State, and was not on behalf of the Concessionaire nor for the execution of the Concessionaires' obligations under the																																					



	agreement, including Road Works by a third party.
<b>High Demand Hours</b>	As defined under the Daily Demand Periods table.
<b>Highway Traffic Management System (HTMS)</b>	As defined in Volume 10 ( <i>Highway Traffic Management System (HTMS)</i> ).
<b>Injured Person</b>	A person with an injury as such term is defined in the Compensation to Victims of Road Accidents Law denoted in Hebrew as:  - "חוק פיצויים לנפגעי תאונות דרכים", התשל"ה.1975 -
<b>Israeli Holidays</b>	As defined by order of Law, denoted in Hebrew as:  - "פקודת סדרי השלטון והמשפט" התש"ח.1948 -
<b>Lane</b>	Part of a Route, whether marked or un-marked, sufficient for the travel of one row of Vehicles.
<b>Level of Non-Availability</b>	As defined in Section 3 in this Appendix N ( <i>Availability Mechanism</i> ).
<b>Low Demand Hours</b>	As defined under the Daily Demand Periods table.
<b>Measurement Period</b>	Every length of time to which the Pro Forma Invoices refer, in accordance with Appendix D2 ( <i>Payment Procedure</i> ).
<b>Moderate Demand Hours</b>	As defined under the Daily Demand Periods table.
<b>Non-Availability</b>	Shall refer to a Lane which is not an Available Lane, or to a Route which is not an Available Route, as applicable.
<b>Non-Availability Compensation</b>	The compensation the Concessionaire shall pay the State, due to Non-Availability Units accumulation throughout the Measurement Periods, in accordance with this Appendix N ( <i>Availability Mechanism</i> ).
<b>Non-Availability Event</b>	Refer to definition of the term "Event".
<b>Non-Availability Unit</b>	As defined in Section 3 in this Appendix ( <i>Availability Mechanism</i> ).

<b>Operation Suspension</b>	An operation suspension of a Lane, in accordance with Section 16.2 ( <i>Suspension</i> ) of the Agreement, unless it was unjustified under Section 16.2.2 ( <i>Effects of an Unjustifiable Suspension</i> ) of the Concession Agreement.
<b>Base Payment per Non-Availability Unit</b>	As defined in Section 3 in this Appendix N ( <i>Availability Mechanism</i> ).
<b>Period for Treatment Completion</b>	As defined in Section 3 in this Appendix N ( <i>Availability Mechanism</i> ).
<b>Road Accident</b>	An incident which caused damage to property, injury or harm of any other kind occurring through the use of a motor vehicle for the purpose of transportation.
<b>Road Works</b>	All maintenance and operations works on the Highway performed by the Concessionaire in accordance with the provisions of the Concession Agreement, unless stated otherwise, including tests and surveys of the Highway.
<b>Roadside, or Shoulder</b>	The strip of land along the Highway, up to three point three (3.3) meters wide. If the drainage channel is less than three point three (3.3) meters from the edge of the Highway, then the roadside will reach as far as the edge of the drain.
<b>Route</b>	All Lanes, Roadsides, and sections of interchanges, in one direction.
<b>Segment</b>	A section of a Route, an underpass or of an overpass, in which the number of Lanes is uniform.
<b>Third Party Event</b>	An activity performed by a third party, which was not on behalf of the Concessionaire or for the execution the Concessionaires' obligations under the Concession Agreement, and which was not intended by the third party, including Road Accidents (with or without an Injured Person).

### Examples

1. A Road Accident without an Injured Person occurred at 06:05. The Route became available at 06:30. As the Concessionaire completed the treatment of the Event within the period specified in Table 3.4 (*Period for Treatment Completion*) that is, 60 minutes, Non-Availability Units shall not be accumulated on behalf of the Event.
2. A Road Accident without an Injured Person, involving 2 Vehicles, occurred on Sunday at 06:15 and obstructed one Lane on a Segment consisting of 2 Lanes. The Route became available at 7:20. As the Concessionaire exceeded the period specified in Table 3.4 (60 minutes), but did not exceed two times the period according to Table 3.5 (*Duration of a Non-Availability Event*), the duration of Non-Availability shall be calculated from the Beginning of the Event in accordance with Section 3.4, that is 65 minutes, which are equivalent to 5 Non-Availability Units in accordance with Section 3.3. As the Event took place during High-Demand hours in accordance with the provisions of Table 3.6 (*Daily Demand Periods*), the Non-Availability Compensation shall be 11,250 NIS. The result shall be further multiplied by a factor of 0.8, in accordance with Table 3.8 (*Coefficients for Level of Non-Availability*). The Non-Availability Compensation shall be 9,000 NIS for this Event.
3. A Road Accident with an Injured Person, including 3 Vehicles, occurred at 15:00 on Tuesday, obstructing two Lanes on a Segment consisting of three Lanes. The traffic examiner authorized the clearance of the Vehicles from the scene at 16:20. The Route became available at 16:40. As the Concessionaire completed the treatment of the event within the period specified in Table 3.4 (*Period for Treatment Completion*) that is, 15 minutes + 10 minutes (for the extra Vehicle), Non-Availability Units shall not be considered on behalf of the Event.
4. A Road Accident with an Injured Person, including 3 Vehicles, occurred at 18:50 on Tuesday, obstructing two lanes on a Segment consisting of three Lanes. The traffic examiner authorized the clearance of the Vehicles from the scene at 19:10. The Route became available at 20:30. The duration of the Non-Availability Event was 100 minutes, which is equivalent to 7 Non-Availability Units). The Concessionaire exceeded two times the period specified in Table 3.4 (*Period for Treatment Completion*), that is  $25 \times 2 = 50$  minutes, therefore and according to Table 3.5 (*Duration of a Non-Availability Event*), the Non-Availability Units shall be multiplied by 2, resulting in 14 Non-Availability Units. As the Event began during High-Demand hours and in accordance with the provisions of Table 3.6 (*Daily Demand Periods*) and Section 3.6.1, the Non-Availability Compensation shall be 31,500 NIS. This result shall be further multiplied by a coefficient of 0.8 in accordance with Table 3.8 (*Coefficients for Level of Non-Availability*). Therefore, the Non-Availability Compensation shall be 25,200 NIS for this Event.
5. The back of a truck full of onions broke open while driving through a Segment consisting of two Lanes, obstructing 2 Lanes, on Friday at 12:35.

The Route became available at 13:30. The duration of the Non-Availability Event shall be calculated from the Beginning of the Event, that is 55 minutes which are equivalent to 4 Non-Availability Units. As the Concessionaire exceeded the period specified in Table 3.4 (*Period for Treatment Completion*), but did not exceed two times the specified period, these units shall be multiplied by 1 in accordance with Table 3.5 (*Duration of a Non-Availability Event*). As the Event began during Low-Demand hours, but extended to High-Demand hours, the Non-Availability Compensation shall be calculated in accordance with the provisions of Section 3.6.2 as follows:  $4 * \frac{30}{55} * 2,250 + 4 * \frac{25}{55} * 375 \text{NIS} = 5,591 \text{ NIS}$ . The Non-Availability Compensation calculated above shall be further multiplied by a coefficient of 2 in accordance with Table 3.8 (*Coefficients for Level of Non-Availability*). The Non-Availability Compensation shall be a total of 11,182 NIS for this Event.

6. A tree fell on the Roadside at 07:00 on Saturday on a Segment consisting of a single Lane. The Roadside became Available at 08:00. Because the Concessionaire exceeded the period specified in Table 3.4 (*Period for Treatment Completion*), the duration of the Non-Availability Event shall be calculated from the Beginning of the Event, that is, 60 minutes, which are equivalent to 4 Non-Availability Units. As the Event took place during Low-Demand hours, the Non-Availability Compensation shall be 1,500 NIS. The Non-Availability Compensation calculated above shall be further multiplied by a coefficient of 0.3 in accordance with Table 3.8 (*Coefficients for Level of Non-Availability*). The Non-Availability Compensation shall be a total of 450 NIS for this Event.