

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 9)*

Gilat Satellite Networks Ltd.

(Name of Issuer)

Ordinary Shares, NIS 0.20 par value per share

(Title of Class of Securities)

M51474118

(CUSIP Number)

Richard P. Swanson, Esq.
York Capital Management Global Advisors, LLC
767 Fifth Avenue, 17th Floor
New York, New York 10153
Telephone: (212) 300-1300

With copies to:
Robert E. Holton, Esq.
Lily J. Lu, Esq.
Arnold & Porter LLP
399 Park Avenue
New York, New York 10022

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

February 3, 2014

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §240.13d-1(e), §240.13d-1(f) or §240.13d-1(g), check the following box

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1) NAMES OF REPORTING PERSONS

York Capital Management Global Advisors, LLC

2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) (b)

3) SEC USE ONLY		
4) SOURCE OF FUNDS (SEE INSTRUCTIONS)		AF
5) CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		<input type="checkbox"/>
6) CITIZENSHIP OR PLACE OF ORGANIZATION		New York
NUMBER OF SHARES OWNED BY EACH REPORTING PERSON WITH	7) SOLE VOTING POWER	6,015,530
BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8) SHARED VOTING POWER	-0-
	9) SOLE DISPOSITIVE POWER	6,015,530
	10) SHARED DISPOSITIVE POWER	-0-
11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		6,015,530
12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES OF COMMON STOCK (SEE INSTRUCTIONS)		<input type="checkbox"/>
13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Approximately 14.3%		
14) TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)		IA

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This Amendment No. 9 to Schedule 13D (this “Amendment”) supplements and amends, but is not a complete restatement of, the Amendment No. 3 to Schedule 13D (the “Amendment No. 3”) filed by JGD Management Corp., a Delaware corporation (“JGD”) with the U.S. Securities and Exchange Commission (the “SEC”) on January 2, 2007, as amended by the Amendment No. 4 to Schedule 13D filed by JGD with the SEC on April 10, 2008 (the “Amendment No. 4”), the Amendment No. 5 to Schedule 13D filed by JGD with the SEC on June 3, 2009 (the “Amendment No. 5”), the Amendment No. 6 to Schedule 13D filed by JGD with the SEC on June 10, 2009 (the “Amendment No. 6”), the Amendment No. 7 to Schedule 13D filed jointly by JGD and York Capital Management Global Advisors, LLC, a New York limited liability company (“YGA”), with the SEC on April 12, 2010 (the “Amendment No. 7”) and the Amendment No. 8 to Schedule 13D filed by YGA with the SEC on September 20, 2011 (the “Amendment No. 8” and, together with the Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Amendment No. 8, the “Prior Amendments”), in each case, relating to the ordinary shares, par value NIS 0.20 per share (the “Shares”), of Gilat Satellite Networks Ltd. (the “Company”). This Amendment should be read in conjunction with, and is qualified in its entirety by reference to, the Prior Amendments. Capitalized terms used in this Amendment but not otherwise defined have the meaning ascribed to them in the Prior Amendments. The Prior Amendments are supplemented and amended as follows:

Item 2. Identity and Background

Item 2 of the Amendment No. 8 is hereby amended and restated in its entirety as follows:

(a) This Statement is being filed by York Capital Management Global Advisors, LLC, a New York limited liability company (“YGA” or, the “Reporting Person”), with respect to:

- (i) 424,089 Shares directly owned by York Capital Management, L.P., a Delaware limited partnership (“York Capital”);
- (ii) 4,115,599 Shares directly owned by York Multi-Strategy Master Fund, L.P., a Cayman Islands exempted limited partnership (“York Multi-Strategy”);
- (iii) 223,003 Shares directly owned by York Credit Opportunities Fund, L.P., a Delaware limited partnership (“York Credit”);

Opportunities");

(iv) 478,263 Shares directly owned by York Credit Opportunities Master Fund, L.P., a Cayman Islands exempted limited partnership ("York Credit Opportunities Master");

(v) 413,750 Shares directly owned by Jorvik Multi-Strategy Master Fund, L.P., a Cayman Islands exempted limited partnership ("Jorvik"); and

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(vi) 360,826 Shares directly owned by certain accounts managed by York Managed Holdings, LLC ("York Managed Holdings") (such accounts, the "Managed Accounts").

YGA, the sole managing member of the general partner of each of York Capital, York Multi-Strategy, York Credit Opportunities, York Credit Opportunities Master and Jorvik and the sole managing member of York Managed Holdings, exercises investment discretion over such investment funds and the Managed Accounts and accordingly may be deemed to have beneficial ownership over the Shares directly owned by such investment funds and the Managed Accounts.

James G. Dinan is the chairman and one of two senior managers of YGA. Daniel A. Schwartz is also a senior manager of YGA.

Dinan Management, L.L.C., a New York limited liability company ("Dinan Management"), is the general partner of York Capital, York Multi-Strategy and Jorvik. YGA is the sole managing member of Dinan Management.

York Credit Opportunities Domestic Holdings, LLC, a New York limited liability company ("York Credit Opportunities Domestic Holdings"), is the general partner of York Credit Opportunities and York Credit Opportunities Master. YGA is the sole managing member of York Credit Opportunities Domestic Holdings.

The name of each director and each executive officer of YGA is set forth on Exhibit 1 to this Statement, and incorporated herein by reference.

(b) The principal business office address of each of YGA, York Capital, York Multi-Strategy, York Credit Opportunities, York Credit Opportunities Master, Jorvik, Dinan Management, York Credit Opportunities Domestic Holdings, York Managed Holdings, James G. Dinan and Daniel A. Schwartz is:

c/o York Capital Management
767 Fifth Avenue, 17th Floor
New York, New York 10153

The business address of each other person named in Item 2(a) above is set forth on Exhibit 1 to this Statement, and incorporated herein by reference.

(c) YGA is a privately owned company having discretionary investment authority over certain investment funds and accounts for which affiliates (including those identified below in this Item 2(c)) act as general partner or manager.

Each of York Capital, York Multi-Strategy, York Credit Opportunities, York Credit Opportunities Master and Jorvik is a privately owned investment limited partnership in the principal business of purchasing for investment trading purposes securities and other financial instruments.

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Dinan Management is a privately owned limited liability company in the principal business of acting as the general partner of York Capital, York Multi-Strategy and Jorvik and the general partner or investment manager of five other private investment funds.

York Credit Opportunities Domestic Holdings is a privately owned limited liability company in the principal business of acting as the general partner of York Credit Opportunities and York Credit Opportunities Master and the investment manager of one other private investment

fund.

York Managed Holdings is a privately owned limited liability company in the principal business of acting as manager of certain separately managed client investment accounts.

The present principal occupation or employment of each other person named in Item 2(a) above is set forth on Exhibit 1 to this Statement, and incorporated herein by reference.

(d)-(e) Neither the Reporting Person nor, to the knowledge of the Reporting Person, any other person named in Item 2(a) above has during the last five years been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The citizenship of each natural person named in Item 2(a) above is set forth on Exhibit 1 to this Statement, and incorporated herein by reference.

Item 4. Purpose of Transaction

Item 4 of the Amendment No. 8 is hereby amended and restated in its entirety as follows:

The Reporting Person acquired the securities of the Company described in Item 5 of this Statement for investment purposes.

On February 3, 2014, the Reporting Person, on behalf of the York Capital, York Multi-Strategy, York Credit Opportunities, York Credit Opportunities Master, Jorvik and the Managed Accounts (collectively, the "Seller Entities"), entered into an Agreement (the "Sale Agreement") with FIMI Opportunity Fund IV, L.P., FIMI Opportunity Fund V, L.P., FIMI Israel Opportunity Fund IV, Limited Partnership and FIMI Israel Opportunity Fund V, Limited Partnership (collectively, the "Buyer Entities") pursuant to which the Seller Entities will sell to the Buyer Entities in the aggregate 2,106,121 Shares (the "Purchased Shares") for an aggregate purchase price of \$10,530,605 (the "Purchase Price") on the Effective Date (as defined below). The "Effective Date" is the business day, in New York and Israel, immediately following the day on which the Seller Entities notify the Buyer Entities that they are ready to consummate the sale of the Purchased Shares for the Purchase Price, but in no event more than 21 days from February 3, 2014.

In addition, the Sale Agreement also provides that the Seller Entities have a "tag along" right with respect to any contemplated sale of Shares by the Buyer Entities during a period of four years following the date of the Sale Agreement, subject to certain permitted transfers.

The preceding description of the Sale Agreement is a summary only and is qualified in its entirety by reference to a copy of the Sale Agreement included as an exhibit to this Statement and incorporated herein by this reference.

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The Reporting Person reserves the right to purchase additional Shares, either separately or together with other persons, to sell all or some of the Shares beneficially owned by it, including, without limitation, pursuant to the Registration Statement, or to otherwise trade in the Shares, in open market or private transactions, provided that in its judgment such transactions present an attractive opportunity for profit. The Reporting Person also reserves the right to acquire or dispose of derivatives or other instruments related to shares of Common Stock or other securities of the Company, provided that in its judgment such transactions are advisable. A Managing Director of YGA currently serves as a director on the board of directors of the Company.

Except as described above, the Reporting Person does not have any plans or proposals which relate to or would result in:

- (a) the acquisition by any person of additional securities of the Company, or the disposition of securities of the Company;
- (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries;
- (c) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries;
- (d) any change in the board of directors or management of the Company, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;

- (e) any material change in the present capitalization or dividend policy of the Company;
- (f) any other material change in the Company's business or corporate structure;
- (g) changes in the Company's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Company by any person;
- (h) causing a class of securities of the Company to be delisted from a national securities exchange or cease to be authorized to be quoted in an inter-dealer quotation system of registered national securities association;
- (i) a class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended; or
- (j) any action similar to those enumerated in clauses (a)-(i) above.

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The Reporting Person reserves the right to consider, either separately or together with other persons, plans or proposals relating to or resulting in the occurrence of one or more of the transactions described in clauses (a)-(j) above in the future depending upon then existing factors, including without limitation the market for the Shares, the Company's then prospects, alternative investment opportunities, general economic and money-market investment conditions and other factors deemed relevant from time to time.

Item 5. Interest in Securities of the Issuer

Item 5 of the Amendment No. 8 is hereby amended and restated in its entirety as follows:

(a) (i) YGA may, pursuant to Rule 13d-3 of the Exchange Act, be deemed to be the beneficial owner of 6,015,530 Shares, which constitute approximately 14.3% of the issued and outstanding Shares.

(ii) York Capital may, pursuant to Rule 13d-3 of the Exchange Act, be deemed to be the beneficial owner of 424,089 Shares, which constitute approximately 1.0% of the issued and outstanding Shares. As the general partner of York Capital, Dinan Management may be deemed to be the beneficial owner of the Shares beneficially owned by York Capital.

(iii) York Multi-Strategy may, pursuant to Rule 13d-3 of the Exchange Act, be deemed to be the beneficial owner of 4,115,599 Shares, which constitute approximately 9.8% of the issued and outstanding Shares. As the general partner of York Multi-Strategy, Dinan Management may be deemed to be the beneficial owner of the Shares beneficially owned by York Multi-Strategy.

(iv) York Credit Opportunities may, pursuant to Rule 13d-3 of the Exchange Act, be deemed to be the beneficial owner of 223,003 Shares, which constitute approximately 0.5% of the issued and outstanding Shares. As the general partner of York Credit Opportunities, York Credit Opportunities Domestic Holdings may be deemed to be the beneficial owner of the Shares beneficially owned by York Credit Opportunities.

(v) York Credit Opportunities Master may, pursuant to Rule 13d-3 of the Exchange Act, be deemed to be the beneficial owner of 478,263 Shares, which constitute approximately 1.1% of the issued and outstanding Shares. As the general partner of York Credit Opportunities Master, York Credit Opportunities Domestic Holdings may be deemed to be the beneficial owner of the Shares beneficially owned by York Credit Opportunities Master.

(vi) Jorvik may, pursuant to Rule 13d-3 of the Exchange Act, be deemed to be the beneficial owner of 413,750 Shares, which constitute approximately 1.0% of the issued and outstanding Shares. As the general partner of Jorvik, Dinan Management may be deemed to be the beneficial owner of the Shares beneficially owned by Jorvik.

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(vii) York Managed Holdings may, pursuant to Rule 13d-3 of the Exchange Act, be deemed to be the beneficial owner of

360,826 Shares, which constitute approximately 0.9% of the issued and outstanding Shares.

(viii) To the knowledge of the Reporting Person, except as described above, no Shares are beneficially owned, or may be deemed to be beneficially owned, by any of the persons named in Item 2(a) above.

The number of Shares beneficially owned and the percentage of outstanding Shares represented thereby, for each person named above, have been computed in accordance with Rule 13d-3 under the Exchange Act. The percentages of ownership described above for YGA, York Capital, York Multi-Strategy, York Credit Opportunities, York Credit Opportunities Master, Jorvik and York Managed Holdings are based on 42,130,274 Shares issued and outstanding as of February 3, 2014 based on information provided by the Company.

(b) (i) YGA may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 6,015,530 Shares.

(ii) York Capital may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 424,089 Shares. As the general partner of York Capital, Dinan Management may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 424,089 Shares.

(iii) York Multi-Strategy may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 4,115,599 Shares. As the general partner of York Multi-Strategy, Dinan Management may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 4,115,599 Shares.

(iv) York Credit Opportunities may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 223,003 Shares. As the general partner of York Credit Opportunities, York Credit Opportunities Domestic Holdings may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 223,003 Shares.

(v) York Credit Opportunities Master may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 478,263 Shares. As the general partner of York Credit Opportunities Master, York Credit Opportunities Domestic Holdings may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 478,263 Shares.

(vi) Jorvik may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 413,750 Shares. As the general partner of Jorvik, Dinan Management may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 413,750 Shares.

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(vii) York Managed Holdings may be deemed to have the sole power to dispose of, vote or direct the disposition or vote of 360,826 Shares.

(viii) To the knowledge of the Reporting Person, except as described above, none of the persons named on Exhibit 1 to this Amendment has, or may be deemed to have, any power to dispose of, direct the disposition of, vote or direct the vote of any Share.

(c) Except as described in Item 4 above, during the past sixty (60) days preceding the date of this Statement, the Reporting Person did not effect any transactions in the Shares.

(d) The right to receive dividends from, or the proceeds from the sale of, all Shares reported in this Statement as beneficially owned by the Reporting Person is held by York Capital, York Multi-Strategy, York Credit Opportunities, York Credit Opportunities Master, Jorvik or the Managed Accounts, as the case may be, as the advisory clients of the Reporting Person. In accordance with Rule 13d-4 under the Exchange Act, the filing of this Statement shall not be construed as an admission that the Reporting Person or any other person named in this Statement is, for the purposes of Section 13(d) or 13(g) of the Exchange Act, the beneficial owner of any of the Shares reported in this Statement.

Except as set forth in this Item 5(d), to the knowledge of the Reporting Person, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any other Shares deemed to be beneficially owned by the Reporting Person.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Amendment No. 7 is hereby restated in its entirety as follows:

The information provided in response to Item 2(a) and Item 4 above is incorporated herein by reference.

Item 7. Material to Be Filed as Exhibits

Item 7 of the Amendment No. 7 is hereby restated in its entirety as follows:

The exhibits listed on the Index of Exhibits of this Statement are filed herewith.

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SIGNATURE

After reasonable inquiry and to the best of the knowledge and belief of the undersigned Reporting Person, the undersigned Reporting Person certifies that the information set forth in this statement with respect to it is true, complete and correct.

Dated: February 5, 2014

YORK CAPITAL MANAGEMENT GLOBAL ADVISORS, LLC

By: /s/ Richard P. Swanson
Richard P. Swanson
General Counsel

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INDEX OF EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
1	Directors and Executive Officers of York Capital Management Global Advisors, LLC.
2	Sale Agreement dated February 3, 2014, by and between York Capital Management Fund, L.P., York Multi-Strategy Master Fund, L.P., York Credit Opportunities Fund, L.P., York Credit Opportunities Master Fund, L.P., Jorvik Multi-Strategy Master Fund, L.P. and Permal York Ltd. (collectively, the "Seller Entities") and FIMI Opportunity Fund IV, L.P., FIMI Opportunity Fund V, L.P., FIMI Israel Opportunity Fund IV, Limited Partnership and FIMI Israel Opportunity Fund V, Limited Partnership (collectively, the "Buyer Entities").

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DIRECTORS AND EXECUTIVE OFFICERS OF
YORK CAPITAL MANAGEMENT GLOBAL ADVISORS, LLC

<u>Name</u>	<u>Title</u>	<u>Principal Business Address</u>	<u>Principal Occupation</u>	<u>Citizenship</u>
James G. Dinan	Chief Executive Officer	767 Fifth Avenue - 17th Fl. New York, New York 10153	Investment management	USA
John J. Fosina	Chief Financial Officer	767 Fifth Avenue - 17th Fl. New York, New York 10153	Investment management	USA
Daniel A. Schwartz	Chief Investment Officer	767 Fifth Avenue - 17th Fl. New York, New York 10153	Investment management	Canada
Richard P. Swanson	General Counsel	767 Fifth Avenue - 17th Fl. New York, New York 10153	Investment management	USA
Jeffrey A. Weber	President	767 Fifth Avenue - 17th Fl. New York, New York 10153	Investment management	USA

EX-99.2 3 v367267_ex2.htm SALE AGREEMENT DATED FEBRUARY 3, 2014
AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into this February 3, 2014, by and between (1) FIMI Opportunity Fund IV, L.P., a limited partnership formed under the laws of the State of Delaware, FIMI Israel Opportunity Fund IV, Limited Partnership, a limited partnership formed under the laws of the State of Israel, FIMI Opportunity V, L.P., a limited partnership formed under the laws of the State of Delaware, and FIMI Israel Opportunity V, Limited Partnership, a limited partnership formed under the laws of the State of Israel (each, a "Purchaser Entity" and, collectively, the "Purchaser"), and (2) [York Capital Management, L.P., a Delaware limited partnership, York Multi-Strategy Master Fund, L.P., a Cayman Islands exempted limited partnership, York Credit Opportunities Fund, L.P., a Delaware limited partnership, York Credit Opportunities Master Fund, L.P., a Cayman Islands exempted limited partnership, Jorvik Multi-Strategy Master Fund, L.P., a Cayman Islands exempted limited partnership and Permal York Ltd. , a British Virgin Islands company] (each, a "Seller Entity" and, collectively, collectively, the "Seller"). Each of Purchaser and Seller may be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Gilat Satellite Networks Ltd. (the "Company") is a public Israeli company whose ordinary shares, par value NIS 0.2 per share ("Ordinary Shares"), are traded on the NASDAQ Global Select Market and on the Tel Aviv Stock Exchange; and

WHEREAS, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser a total of 2,106,121 Ordinary Shares of the Company (the "Purchased Shares") in an off-market private transaction in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Sale of the Purchased Shares.** On the Effective Date, Seller shall sell and transfer to Purchaser and Purchaser shall purchase from Seller the Purchased Shares, free and clear of any and all Encumbrances (as defined below), at a price per Purchased Share of Five U.S. Dollars (US\$5) and an aggregate purchase price of Ten Million Five Hundred Thirty Thousand and Six Hundred and Five U.S. Dollars (US\$10,530,605) (the "Purchase Price"). The "Effective Date" shall be the business day in New York and Israel immediately following the day on which Seller notifies Purchaser that it is ready to consummate the sale of the Purchased Shares for the Purchase Price, but in no event more than 21 days from the date hereof.

For purposes of this Agreement "Encumbrances" shall mean: liens, pledges, security interests, easements, restrictive covenants, claims, charges, mortgages or other third party rights of any kind.

2. The following transactions shall take place on the Effective Date, which transactions shall be deemed to take place simultaneously and no transaction shall be deemed to have been completed or any document delivered until all such transactions have been completed and all required documents have been delivered:

- (1) Seller Entities shall transfer to the Purchaser Entities the Purchased Shares, free and clear of any and all Encumbrances, as follows:

Name of Seller Entity	Number of Purchased Shares
York Capital Management, L.P.	148,480
York Multi-Strategy Master Fund, L.P.	1,440,928
York Credit Opportunities Fund, L.P.	78,077
York Credit Opportunities Master Fund, L.P.	167,446
Jorvik Multi-Strategy Master Fund, L.P.	144,860
Permal York Ltd.	126,330
Name of Purchaser Entity	
FIMI Opportunity Fund IV, L.P.	361,305
FIMI Israel Opportunity Fund IV, Limited Partnership	691,756
FIMI Opportunity V, L.P.	497,594
FIMI Israel Opportunity V, Limited Partnership	555,466

- (2) Seller shall deliver to Purchaser duly executed irrevocable instructions from the Seller to the broker holding the Purchased Shares or

to the holder registered as holding the Purchased Shares with any registration company or otherwise, instructing the electronic transfer of the Purchased Shares to the respective accounts of the Purchaser Entities, as previously provided to Seller by Purchaser.

(3) Purchaser shall deliver to Seller duly executed irrevocable instructions to Purchaser's bank as to the transfer of the Purchase Price to the bank accounts of the respective Seller Entities, as set forth in Exhibit A attached hereto. The Purchase Price shall be paid in US\$ by wire transfer of immediately available funds.

3. Representations and Warranties.

(1) Ownership of Purchased Shares. Seller hereby represents and warrants to Purchaser that each Seller Entity is the beneficial and record owner and holder of the Purchased Shares being sold by it and owns such Purchased Shares free and clear of any and all Encumbrances.

(2) Authorization; Binding Authority; Enforceability. Each Party represents to the other Party that it has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by it, and constitutes a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms. No authorization, approval or consent of, any third party is required of such Party in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

(3) Independent Decision. Seller represents and warrants that it has made an independent decision to sell the Purchased Shares at the agreed price. Seller has determined that it is in possession of adequate information to make such decision, and confirms that it has not relied on any act, statement or omission of Purchaser or any information (in any form, whether written or oral) furnished by or on behalf of Purchaser in making that decision. Purchaser represents and warrants that it has made an independent decision to purchase the Purchased Shares at the agreed price. Purchaser has determined that it is in possession of adequate information to make such decision, and confirms that it has not relied on any act, statement or omission of Seller or any information (in any form, whether written or oral) furnished by or on behalf of Seller in making that decision.

(4) Sophisticated Investor. Each Party is a sophisticated, knowledgeable and experienced investor and has adequate information concerning the business and financial condition of the Company. Neither Party has disclosed any material non-public or confidential information to the other Party, and neither Party has requested that such information be disclosed. Each Party is capable of evaluating the merits and risks of the sale and of protecting its own interest in connection with the purchase and sale. Neither Party has given any investment advice or rendered any opinion to the other Party as to whether the purchase or sale of the Purchased Shares is prudent or suitable. Purchaser represents and warrants that it is acquiring the Purchased Shares for investment purposes and not with the intent to distribute or resell.

(5) Waiver. Each Party, on its own behalf and on behalf of its successors and assigns, hereby expressly releases, discharges and dismisses any and all actions, causes of action, suits, claims, charges, demands, damages and losses of any type whatsoever, whether known or unknown, choate or inchoate, at law, in equity, by contract or otherwise against the other Party and its successors and assigns in each case arising from or involving the failure to disclose any or all of the information known to it or in its possession in connection with the sale and purchase of the Purchased Shares. Each Party waives any and all protections afforded under any applicable statute or regulation that would, if enforced, have the effect of limiting the enforceability or effectiveness of any of the provisions of this Agreement.

4. Tag-Along.

If during the period that commences on the date hereof and ends on the fourth anniversary of the date hereof, Purchaser wishes to sell Ordinary Shares to a proposed third party purchaser (the “ **Proposed Purchaser**”), Purchaser shall send to Seller a written notice in which Purchaser shall specify the following information (the “ **Tag Along Offer** ”): (i) the number of shares that Purchaser proposes to sell (the “**Tag Along Shares** ”); (ii) the minimum price that Purchaser intends to receive in respect of the Tag Along Shares; (iii) the proposed date for sale of the Tag Along Shares; and (iv) if applicable, the identity of the Proposed Purchaser.

Seller shall have the right to notify Purchaser in writing, within five (5) business days after it is informed of the Tag Along Offer, of its intention to exercise its tag along right pursuant to this Section 4 (the “ **Tag Along Exercise Notice** ”), in such number of Ordinary Shares of

up to Seller's Pro-Rata Portion (as defined below), as Seller shall specify in the Tag Along Exercise Notice, and on the same terms and conditions to Seller as set forth in the Tag Along Offer.

"Seller's Pro-Rata Portion" shall mean the number of Tag Along Shares multiplied by a fraction, (i) the numerator of which shall be the number of Ordinary Shares held by Seller as of the date of the Tag Along Exercise Notice and (ii) the denominator of which shall be the total number of Ordinary Shares held by Seller as of such date plus the total number of Ordinary Shares held by Purchaser as of such date.

In each instance in which Seller exercises its tag along right hereunder, Purchaser shall either (i) cause the Proposed Purchaser to add such number of Ordinary Shares indicated in the Tag Along Exercise Notice, in addition to the Tag Along Shares to be purchased by the Proposed Purchaser from Purchaser, as part of the sale agreement; or, in the event that the Proposed Purchaser declines to purchase the total number of Ordinary Shares that the parties wish to sell, or (ii) cause the number of Tag Along Shares proposed to be sold by Purchaser to be accordingly reduced to the extent necessary to provide for the sale by Seller of its Ordinary Shares as indicated in the Tag Along Exercise Notice.

Purchaser shall have sole discretion in deciding whether or not to consummate the transaction contemplated by the Tag Along Offer (regardless of the exercise by Seller of its tag along rights), and shall have no liability towards Seller if such transactions are not consummated. In the event the transactions contemplated by a Tag Along Offer shall not be consummated by Purchaser for any reason, Seller shall not be required to, but may, sell any Ordinary Shares to the Proposed Purchaser.

In the event that Purchaser proposes to effect a sale of Ordinary Shares on terms and conditions less favorable to a seller of shares than those set forth in the Tag Along Offer or in the event that the transaction thereunder is not consummated within 90 days after the lapse of the five (5) business-day period set forth above, then Purchaser shall not proceed with any sale of Ordinary Shares without Purchaser again complying with the terms and conditions of this Section 4.

Notwithstanding anything to the contrary herein, the tag along rights set forth in this Section 4 shall not apply to the transfer of Ordinary Shares by Purchaser to its Permitted Transferees (as defined below).

For the purpose of this Agreement, "Permitted Transferee" shall mean any Purchaser Entity, the partners of any such Purchaser Entity (pro rata to their respective holdings in the Purchaser Entity) and any entity controlled by, controlling or under common control with any such Purchaser Entity.

5. Miscellaneous.

- (1) Further Assurances. Each of the Parties hereto shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of this Agreement and the intentions of the Parties as reflected hereby.
- (2) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the appropriate court in Tel-Aviv, Israel, and agrees not to assert any objections to the jurisdiction thereof.
- (3) Successors and Assigns; Assignment. Except as otherwise expressly limited herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the Parties hereto. None of the rights, privileges, or obligations set forth in, arising under, or created by this Agreement may be assigned or transferred without the prior consent in writing of the other Parties to this Agreement.
- (4) Entire Agreement; Amendment and Waiver. This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter hereof. Any term of this Agreement may be amended and the observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) only with the written consent of the Parties to this Agreement.

(5) Notices, etc. All notices and other communications required or permitted hereunder to be given to a Party to this Agreement shall be in writing and shall be facsimiled or mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger, addressed to such Party's address as set forth below or at such other address as the Party shall have furnished to the other Party in writing in accordance with this provision:

if to Seller:

c/o York Capital Management
767 Fifth Avenue
17th floor
New York, NY 10153
United States
Tel: +1-212-300-1300
Email: rswanson@yorkcapital.com
Attention: General Counsel

if to Purchaser:

c/o FIMI V 2012 Ltd.

Electra Building
98 Yigal Alon St.
Tel-Aviv, 67891, Israel
Tel: +972-3-565-2244
Email: fimi@fimi.co.il

or such other address with respect to a Party as such Party shall notify the other Party in writing as above provided. Any notice sent in accordance with this Section 5(5) shall be effective (i) if mailed, five (5) business days after mailing, (ii) if sent by messenger, upon delivery to the above-referenced address, and (iii) if sent via email, on the first business day following transmission and electronic confirmation of receipt (provided, however, that any notice of change of address shall only be valid upon receipt).

(6) Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any Party upon any breach or default under this Agreement, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise, afforded to any of the Parties, shall be cumulative and not alternative.

(7) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

(8) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the Parties actually executing such counterpart, and all of which together shall constitute one and the same instrument.

(9) Expenses. Each Party shall bear its own legal and other expenses in connection with the transaction contemplated by this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Seller:

York Capital Management, L.P.
York Multi-Strategy Master Fund, L.P.
York Credit Opportunities Fund, L.P.
York Credit Opportunities Master Fund, L.P.
Jorvik Multi-Strategy Master Fund, L.P.
Permal York Ltd.

By: York Capital Management Global Advisors, LLC, as the investment advisor to the entities

Name: _____

Title: _____

Purchaser:

FIMI Opportunity Fund IV, L.P.

By: FIMI IV 2007 Ltd.

Name: _____

Title: _____

FIMI Opportunity V, L.P.

By: FIMI FIVE 2012 Ltd.

Name: _____

Title: _____

FIMI Israel Opportunity Fund IV,
Limited Partnership
By: FIMI IV 2007 Ltd.

Name: _____

Title: _____

FIMI Israel Opportunity V,
Limited Partnership
By: FIMI FIVE 2012 Ltd.

Name: _____

Title: _____

Exhibit A

Seller Entities Bank Account Information

[to be provided]
