
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
ANNUAL REPORT
FILED PURSUANT TO SECTION 12, 13 or 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934



Partner Communications Company Ltd.

As filed with the Securities and Exchange Commission on March 21, 2011

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 20-F

☐ REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2010

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

OR

☐ SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report _____

Commission file number 1-14968

PARTNER COMMUNICATIONS COMPANY LTD.

(Exact Name of Registrant as Specified in its Charter)

ISRAEL

(Jurisdiction of Incorporation or Organization)

8 AMAL STREET
AFEQ INDUSTRIAL PARK
ROSH-HA'AYIN 48103

ISRAEL

(Address of Principal Executive Offices)

Roly Klinger

ExecutiveOffices@orange.co.il

(Name, Telephone, E-mail and/or facsimile Number and Address of Company Contact Person)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
American Depositary Shares, each representing one ordinary share, nominal value NIS 0.01 per share	The NASDAQ Global Select Market
Ordinary Shares, nominal value NIS 0.01 per share*	The NASDAQ Global Select Market

* Not for trading, but only in connection with the registration of American Depositary Shares representing such ordinary shares, pursuant to the requirements of the Securities and Exchange Commission.

Securities Registered Pursuant to Section 12(g) of the Act:

NONE

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

NONE

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report:

ORDINARY SHARES OF NIS 0.01 EACH 155,249,176

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

YES ☒ NO ☐

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act 1934.

YES ☐ NO ☒

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days:

YES ☒ NO ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

YES ☒ NO ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☒ Accelerated Filer ☐ Non-Accelerated Filer ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐
International Financial Reporting Standards as issued by the International Accounting Standards Board ☒
Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the Registrant has elected to follow:

ITEM 17 ☐ ITEM 18 ☐

If this is an annual report, indicate by checkmark whether the Registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act.

YES ☐ NO ☒

TABLE OF CONTENTS

<u>ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS</u>	5
<u>ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE</u>	5
<u>ITEM 3. KEY INFORMATION</u>	5
<u>ITEM 4. INFORMATION ON THE COMPANY</u>	37
<u>ITEM 4A. UNRESOLVED STAFF COMMENTS</u>	65
<u>ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS</u>	65
<u>ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES</u>	90
<u>ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS</u>	106
<u>ITEM 8. FINANCIAL INFORMATION</u>	110
<u>ITEM 9. THE OFFER AND LISTING</u>	112
<u>ITEM 10. ADDITIONAL INFORMATION</u>	113
<u>ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK</u>	123
<u>ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES</u>	126
<u>ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES</u>	126
<u>ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS</u>	126
<u>ITEM 15. CONTROLS AND PROCEDURES</u>	126
<u>ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT</u>	127
<u>ITEM 16B. CODE OF ETHICS</u>	127
<u>ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES</u>	127
<u>ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES</u>	128
<u>ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS</u>	128
<u>ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT</u>	128
<u>ITEM 16G. CORPORATE GOVERNANCE</u>	128
<u>ITEM 17. FINANCIAL STATEMENTS</u>	128
<u>ITEM 18. FINANCIAL STATEMENTS</u>	128
<u>ITEM 19. EXHIBITS</u>	129
<u>GLOSSARY OF SELECTED TELECOMMUNICATIONS TERMS</u>	131

INTRODUCTION

As used herein, references to “we,” “our,” “us,” “Partner” or the “Company” are references to Partner Communications Company Ltd. and its wholly-owned subsidiaries, Partner Future Communications 2000 Ltd., Partner Land-Line Communications Solutions LLP and Partner Business Communications Solutions LLP (of which Partner Future Communications 2000 Ltd. serves as the general partner and the Company serves as the limited partner), and as of March 3, 2011 (the date of acquisition) 012 Smile Telecom Ltd., except as the context otherwise requires. In addition, references to our “financial statements” are to our consolidated financial statements, except as the context otherwise requires.

In this document, references to “\$,” “US\$,” “US dollars,” “USD” and “dollars” are to United States dollars, and references to “NIS” and “shekels” are to New Israeli Shekels. We maintain our financial books and records in shekels. This annual report contains translations of NIS amounts into US dollars at specified rates solely for the convenience of the reader. No representation is made that the amounts referred to in this annual report as convenience translations could have been or could be converted from NIS into US dollars at these rates, at any particular rate or at all. The translations of NIS amounts into US dollars appearing throughout this annual report have been made at the exchange rate on December 31, 2010, of NIS 3.549 = US\$1.00 as published by the Bank of Israel, unless otherwise specified. See “Item 3A. Key Information – Selected Financial Data – Exchange Rate Data”.

We have provided a glossary at the end of this document for certain technical terms and abbreviations used herein and in our industry.

INTERNATIONAL FINANCIAL REPORTING STANDARDS

Our financial statements included in this annual report are prepared in accordance with International Financial Reporting Standards (“IFRS”) published by the International Accounting Standards Board (“IASB”). See “Item 18. Financial Statements” and “Item 5A. Operating and Financial Review and Prospects – Operating Results”.

FORWARD-LOOKING STATEMENTS

This annual report includes forward-looking statements within the meaning of Section 27A of the US Securities Act of 1933, as amended, Section 21E of the US Securities Exchange Act of 1934, as amended, and the safe harbor provisions of the US Private Securities Litigation Reform Act of 1995. Words such as “believe,” “anticipate,” “expect,” “intend,” “seek,” “will,” “plan,” “could,” “may,” “project,” “goal,” “target” and similar expressions often identify forward-looking statements but are not the only way we identify these statements. All statements other than statements of historical fact included in this annual report, including the statements in the sections of this annual report entitled “Item 3D. Key Information – Risk Factors,” “Item 4. Information on the Company” and “Item 5. Operating and Financial Review and Prospects” and elsewhere in this annual report regarding our future performance, plans to increase revenues or margins or preserve or expand market share in existing or new markets, reduce expenses and any statements regarding other future events or our future prospects, are forward-looking statements.

We have based these forward-looking statements on our current knowledge and our present beliefs and expectations regarding possible future events. These forward-looking statements are subject to risks, uncertainties and assumptions about Partner, consumer habits and preferences in cellular telephone usage, trends in the Israeli telecommunications industry in general, the impact of current global economic conditions and possible regulatory and legal developments. For a description of some of the risks we face, see “Item 3D. Key Information – Risk Factors,” “Item 4. Information on the Company,” “Item 5. Operating and Financial Review and Prospects,” “Item 8A. Consolidated Financial Statements and Other Financial Information – Legal and Administrative Proceedings” and “Item 11. Quantitative and Qualitative Disclosures about Market Risk”. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this annual report might not occur, and actual results may differ materially from the results anticipated. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

3A. Selected Financial Data

For the years ended December 31, 2008, 2009 and 2010, we have prepared our consolidated financial statements in accordance with the International Financial Reporting Standards ("IFRS") published by the International Accounting Standards Board ("IASB").

On January 1, 2008, the transition date to IFRS, the Company adopted an exemption provided in IFRS1 which allows the Company to measure its property and equipment as of the transition date to IFRS at fair value, and to use this value as its deemed cost as of that date. The deemed cost was based upon an appraisal, performed by management with the assistance of independent appraisers. The appraisal was based on considering the different elements and components of the property and equipment, and assigning them the appropriate estimation of useful life and fair value. The fair value on January 1, 2008 of property and equipment was NIS 1,690 million.

The tables below at and for the years ended December 31, 2008, 2009 and 2010, set forth selected consolidated financial data under IFRS. The selected financial information is derived from our consolidated financial statements, which have been audited by Kesselman & Kesselman, independent certified public accountants in Israel and a member of PricewaterhouseCoopers International Limited. The audited consolidated financial statements at and for the years ended December 31, 2008, 2009 and 2010, appear at the end of this report.

The tables below at and for the years ended December 31, 2006, 2007 and 2008, set forth selected consolidated financial information under U.S. GAAP, which has been derived from our previously published audited consolidated financial statements at and for the years ending on such dates.

IFRS	Year ended December 31,			
	2008	2009	2010	2010
	New Israeli Shekels in millions (except per share data)			US\$ in millions (1)
Consolidated Statement of Income Data				
Revenues	6,302	6,079	6,674	1,880
Cost of revenues	3,868	3,770	4,093	1,153
Gross profit	2,434	2,309	2,581	727
Selling and marketing Expenses	388	387	479	135
General and administrative Expenses	284	290	306	86
Other income - Net	64	69	64	18
Operating profit	1,826	1,701	1,860	524
Finance income	30	28	28	8
Finance expenses	214	204	209	59
Finance costs, net	184	176	181	51
Profit before income tax	1,642	1,525	1,679	473
Income tax expenses	444	384	436	123
Profit for the year	1,198	1,141	1,243	350
Earnings per ordinary share and per ADS				
Basic:	7.71	7.42	8.03	2.26
Diluted	7.65	7.37	7.95	2.24
Weighted average number of shares outstanding (in thousands)				
Basic:	155,350	153,809	154,866	154,866
Diluted:	156,520	154,817	156,296	156,296

IFRS	Year ended December 31,			
	2008	2009	2010	2010
	New Israeli Shekels in millions (except per share data)			US\$ in millions (1)
Other Financial Data				
Capital expenditures (2)	589	522	435	123
EBITDA(3)	2,298	2,304	2,570	724
Dividend per share (4)	5.45	6.86	7.85	2.21
Capital reduction (4)	-	-	9.04	2.55
Statement of Cash Flow Data				
Net cash provided by operating activities	1,915	1,753	1,958	552
Net cash used in investing activities	(514)	(732)	(486)	(139)
Net cash used in financing activities	(1,365)	(876)	(1,480)	(416)
Balance Sheet Data (at year end)				
Current assets	1,472	1,807	1,830	515
Non current assets	3,693	3,816	3,797	1,070
Advance payment in respect of the acquisition of 012 smile			30	8
Property and equipment	1,935	2,064	2,058	580
License and other intangible assets	1,260	1,260	1,077	304
Deferred income taxes	81	14	-	-
Derivative financial instruments	-	4	-	-
Total assets	5,165	5,623	5,627	1,585
Current liabilities (5)	1,734	1,915	1,826	514
Long-term liabilities (5)	1,699	1,746	3,175	894
Total liabilities	3,433	3,661	5,001	1,408
Shareholders' equity	1,732	1,962	626	177
Total liabilities and shareholders' equity	5,165	5,623	5,627	1,585

US. GAAP

Year ended December 31,

2006 2007 2008
New Israeli Shekels in millions (except per share data)

Statement of Operations Data

Revenues, net			
Services	5,027	5,329	5,546
Equipment	580	785	756
	5,607	6,114	6,302
Cost of revenues			
Services	3,088	3,090	3,209
Equipment	812	1,002	843
	3,900	4,092	4,052
Gross profit	1,706	2,022	2,250
Selling and marketing Expenses	309	392	389
General and administrative Expenses	184	231	256
Operating profit	1,214	1,399	1,605
Financial expenses, net	162	121	158
Loss on impairment of investments in non-marketable securities	-	-	-
Income before tax	1,052	1,278	1,447
Tax expenses	371	338	396
Income before cumulative effect of a change in accounting Principles	681	940	1,051
Cumulative effect, at beginning of year, of a change in accounting Principles	1	-	-
Net income for the year	682	940	1,051

US. GAAP

US. GAAP	Year ended December 31,		
	2006	2007	2008
	New Israeli Shekels in millions (except per share data)		
Earnings per ordinary share and per ADS			
Basic:			
Before cumulative effect	4.43	6.01	6.77
Cumulative effect	0.01	-	-
	4.44	6.01	6.77
Diluted:			
Before cumulative effect	4.40	5.96	6.73
Cumulative effect	0.01	-	-
	4.41	5.96	6.73
Weighted average number of shares outstanding (in thousands)			
Basic:			
Diluted:	153,634	156,415	155,350
	154,678	157,787	156,520
Other Financial Data			
Capital expenditures (2)	507	499	590
EBITDA(3)	1,846	2,009	2,257
Dividend per share (4)	2.63	4.77	5.45
Statement of Cash Flow Data			
Net cash provided by operating activities	1,216	1,446	1,839
Net cash used in investing activities	(442)	(529)	(531)
Net cash provided by used in financing activities	(701)	(846)	(1,273)
Balance Sheet Data (at year end)			
Current assets	1,274	1,520	1,542
Investments and long-term receivables	356	535	499
Fixed assets, net	1,748	1,728	1,756
License and deferred charges, net	1,247	1,154	1,061
Deferred income taxes	76	94	110
Total assets	4,701	5,031	4,968
Current liabilities (5)	1,028	1,157	1,734
Long-term liabilities (5)	2,418	2,219	1,794
Total liabilities	3,446	3,376	3,529
Shareholders' equity	1,255	1,655	1,439
Total liabilities and shareholders' equity	4,701	5,031	4,968

- (1) The translations of NIS amounts into US dollars appearing throughout this annual report have been made at the exchange rate on December 31, 2010, of NIS 3.549 = US\$1.00 as published by the Bank of Israel, unless otherwise specified. See "Item 3A. Key Information – Selected Financial Data – Exchange Rate Data".
- (2) Capital Expenditure represents additions to property and equipment and computer software.
- (3) EBITDA as reviewed by the Chief Operator Decision Maker (CODM), represents earnings before interest (finance costs, net), taxes, depreciation and amortization, as a measure of operating profit. EBITDA is not a financial measure under IFRS and may not be comparable to other similarly titled measures for other companies. EBITDA may not be indicative of the Company's historic operating results nor is it meant to be predictive of potential future results. For a reconciliation of EBITDA to Operating Cash flow, see below.
- (4) The dividend per share was calculated in respect of the period for which it was announced. For the year 2010, the Company declared a final dividend on February 23, 2011 (with respect to the fourth quarter of 2010), which in the aggregate amounted to approximately NIS 1,217 million (US\$ 343 million), or NIS 7.85 per share. Further, NIS 1,400 million (US\$ 394 million) or NIS 9.04 per share was distributed to shareholders in March 2010 following the reduction of the shareholders' equity as approved by the Courts (see "Item 5A. Operating Results - Capital Reduction").
- (5) See Notes 14, 15, and 16 to our consolidated financial statements for information regarding long-term liabilities and current maturities of long-term bank loans.

The tables below at and for the years ended December 31, 2008, 2009 and 2010, set forth selected consolidated financial data under IFRS.

IFRS	Year ended December 31,			
	2008	2009	2010	2010
				US \$ in millions
	New Israeli Shekels in millions			(1)
Reconciliation Between Operating Cash flow and EBITDA				
Net cash provided by operating activities	1,915	1,753	1,958	552
Liability for employee rights upon retirement	(5)	(1)	(8)	(2)
Accrued interest, exchange and linkage differences on long-term liabilities	(182)	(167)	(160)	(45)
Increase (Decrease) in accounts receivable:				
Trade	(47)	229	214	60
Other (*)	(4)	16	34	10
Decrease (Increase) in accounts payable and accruals:				
Trade	(10)	(43)	40	11
Parent group-trade	(1)	17	(38)	(11)
Other (*)	48	(43)	(15)	(4)
Increase (decrease) in inventories	(8)	33	(57)	(16)
Decrease (Increase) in asset retirement obligation	(1)	1	(1)	-
Income tax paid	420	339	426	120
Financial expenses (**)	173	170	177	49
EBITDA	2,298	2,304	2,570	724

The tables below at and for the years ended December 31, 2006, 2007 and 2008 set forth selected financial information under U.S. GAAP.

US. GAAP	Year ended December 31,		
	2006	2007	2008
	New Israeli Shekels in millions		
Reconciliation Between Operating Cash flow and EBITDA			
Net cash provided by operating activities	1,216	1,446	1,839
Liability for employee rights upon retirement	(11)	(18)	(16)
Accrued interest, exchange and linkage differences on long-term liabilities	5	(60)	(94)
Amount carried to deferred charges	-	-	-
Gain (loss) from assets in respect of severance pay funds	5	6	(16)
Increase (Decrease) in accounts receivable:			
Trade	255	329	(47)
Other (*)	311	2	(13)
Decrease (Increase) in accounts payable and accruals:			
Trade	58	(101)	(9)
Related parties	(5)	12	(1)
Other (*)	(50)	276	476
Decrease (Increase) in inventories	(87)	9	(8)
Decrease (Increase) in asset retirement obligation	(1)	(1)	(1)
Financial expenses (**)	150	109	147
EBITDA	1,846	2,009	2,257

(1) The translations of NIS amounts into US dollars appearing throughout this annual report have been made at the exchange rate on December 31, 2010, of NIS 3.549 = US\$1.00 as published by the Bank of Israel, unless otherwise specified. See "Item 3A. Key Information – Selected Financial Data – Exchange Rate Data".

(*) Excluding provision for tax expenses.

(**) Financial expenses excluding any charge for the amortization of pre-launch financial costs.

	At December 31,		
	2008	2009	2010
Industry Data			
Estimated population of Israel (in millions) (1)	7.4	7.5	7.7
Estimated Israeli cellular telephone subscribers (in millions) (2)	9.1	9.5	9.8
Estimated Israeli cellular telephone penetration (3)	124%	126%	128%

	Year ended December 31,				
	2006	2007	2008	2009	2010
Partner Data					
Cellular subscribers (000's) (at period end) (4)	2,668	2,860	2,898	3,042	3,160
Pre-paid cellular subscribers (000's) (at period end) (4)	781	792	745	811	870
Post-paid cellular subscribers (000's) (at period end) (4)	1,887	2,068	2,153	2,231	2,290
Share of total Israeli cellular subscribers (at period end) (5)	32%	32%	32%	32%	32%
Average monthly usage per cellular subscriber ("MOU") (mins.) (6)	311	336	365	364	366
Average monthly revenue per cellular subscriber including in roaming ("ARPU") (NIS) (7)	161	161	161	151	148
Churn rate for cellular subscribers (8)	15.6%	15.0%	17.8%	17.7%	21.4%
Estimated coverage of Israeli population (at period end) (9)	97%	97%	98%	98%	99%
Number of employees (full time equivalent) (at period end) (10)	3,714	4,130	4,671	5,670	6,068

- (1) The population estimates are as published by the Central Bureau of Statistics in Israel as of December 31, 2010.
- (2) We have estimated the total number of Israeli cellular telephone subscribers from information contained in published reports issued by, and public statements made by, Pelephone Communications Ltd. ("Pelephone") and Cellcom Israel Ltd. ("Cellcom"), or by their shareholders, and from Partner subscriber data. The number of subscribers of Mirs is estimated by Partner since Mirs does not disclose operating information.
- (3) Total number of estimated Israeli cellular telephone subscribers expressed as a percentage of the estimated population of Israel. The total number of estimated cellular telephone subscribers includes dormant subscribers as well as other subscribers who are not included in the Israeli population figures, such as Palestinians, visitors, and foreign workers.

- (4) In accordance with general practice in the cellular telephone industry, we use the term “subscriber”, unless the context otherwise requires, to indicate a telephone or a data or video device, rather than either a bill-paying network customer, who may have a number of telephones connected to the network, or a cellular telephone user who may share a single telephone with a number of other users. “Subscriber” includes our pre-paid customers. As of 2008, a pre-paid subscriber is recognized as such only following the actual use of his pre-paid SIM card. Based on this policy in January 2008, we reduced the number of reported pre-paid subscribers by approximately 61,000. Applying this policy retroactively, the increase in subscribers in 2008 was 3.5%.
- References to the number of subscribers are stated net of subscribers who leave or are disconnected from the network, or who have not generated revenue for the Company for a period of over six consecutive months ending at a reporting date.
- (5) Total number of Partner subscribers expressed as a percentage of the estimated total number of Israeli subscribers.
- (6) We have calculated our average monthly usage per cellular subscriber by (i) dividing, for each month in such period, the total number of minutes of usage, excluding in roaming usage, during such month by the average of the number of our subscribers, and (ii) dividing the sum of such results by the number of months in the relevant period.
- (7) We have calculated Partner average monthly revenue per cellular subscriber by (i) dividing, for each month in the relevant year, the Partner revenue during the month, excluding revenue from equipment sales but including revenues from handset warranties and including revenue from foreign network operators for calls made by their roaming customers while in Israel using our network, by the average number of Partner cellular subscribers during that month, and (ii) dividing the sum of all such results by the number of months in the relevant period.
- (8) We define the “churn rate” as the total number of cellular subscribers who disconnect from our network, either involuntarily or voluntarily, in a given period expressed as a percentage of the average of the number of our subscribers at the beginning and end of such period. Our churn rate includes subscribers who have not generated revenue for us for a period of the last six consecutive months ending at a reporting date. This includes cellular subscribers who have generated minute revenues only from incoming calls directed to their voice mail. Involuntary churn includes disconnections due to non-payment of bills or suspected fraudulent use, and voluntary churn includes disconnections due to subscribers terminating their use of our services.
- (9) We measure coverage using computerized models of our network, radio propagation characteristics and topographic information to predict signal levels at two meters above ground level in areas where we operate a network site. According to these coverage results, we estimate the population serviced by our network and divide this by the estimated total population of Israel. Population estimates are published by the Central Bureau of Statistics in Israel.
- (10) A full-time employee is contracted to work a standard 186 hours per month. Part-time employees are converted to full-time equivalents by dividing their contracted hours per month by the full-time standard. The result is added to the number of full-time employees to determine the number of employees on a full-time equivalent basis.

Exchange Rate Data

The following table sets forth, for the years indicated, exchange rates between the shekel and the US dollar, expressed as shekels per US dollar and based upon the daily representative rate of exchange on the last day of each year as published by the Bank of Israel.

	Year ended December 31,				
	2006	2007	2008	2009	2010
Average(1)	4.457	4.108	3.588	3.927	3.732
High	4.725	4.342	4.022	4.256	3.894
Low	4.176	3.830	3.230	3.690	3.549
End of period	4.225	3.846	3.802	3.775	3.549

(1) Calculated based on the average of the exchange rates on the last day of each month during the relevant period.

	September 2010	October 2010	November 2010	December 2010	January 2011	February 2011	March 2011 (through March 16)
High	3.798	3.645	3.684	3.665	3.710	3.713	3.635
Low	3.665	3.569	3.580	3.549	3.528	3.602	3.553

On December 31, 2010, the exchange rate was NIS 3.549 per US\$1.00 as published by the Bank of Israel. Changes in the exchange rate between the shekel and the US dollar could materially affect our financial results.

3B. Capitalization and Indebtedness

Not applicable.

3C. Reasons for the Offer and Use of Proceeds

Not applicable.

3D. Risk Factors

You should carefully consider the risks described below and the other information in this Annual Report. Depending on the extent to which any of the following risks materializes, our business, financial condition, cash flow or results of operations could suffer, and the market price of our shares may be negatively affected. The risks below are not the only ones we face, and other risks currently not affecting our business or industry, or which are currently deemed insignificant, may arise.

RISKS RELATING TO THE REGULATION OF OUR INDUSTRY

We operate in a highly regulated telecommunications market which limits our flexibility in managing our business and may materially and adversely affect our business and results of operations.

We are exposed to government regulatory intervention regarding a broad range of issues in the telecommunications industry, such as interconnect tariffs, roaming charges and other billing and customer service matters; the construction and maintenance of antennas and other network infrastructure; providing infrastructure access to existing or new telecommunications services providers; frequency allocation; limitations or other constraints on the services and products that we may sell; the terms and conditions of our subscriber agreements; anti-trust regulation; and obligations under our operating license. In addition, in recent years, the Ministry of Communications has taken active steps to increase competition in the cellular market, and in the past year it has escalated its intervention in this regard. In January 2010, the Ministry of Communications adopted regulations providing for Mobile Virtual Network Operator (MVNO) licenses, and it has recently granted MVNO licenses to a number of companies and is expected to grant additional MVNO licenses. In September 2010, the Ministry of Communications published a tender for the allocation of UMTS frequency to additional infrastructure-based cellular operators in Israel. Four companies have submitted tender offers.

The Ministry of Communications is also increasing competition by reducing entry barriers to enable new operators to enter the cellular market by allowing site sharing and national roaming and by allowing the use of existing cellular networks, including our's, by other telecommunications services providers using competing or complementary technologies, such as Voice Over Broadband over Cellular ("VoC") and providing Worldwide Interoperability for Microwave Access ("WiMAX") licenses and/or other licenses. In addition, the Ministry of Communications intends to increase competition by, among other measures, allowing the use of our cellular network by other telecommunications services providers using competing or complementary technologies, such as Voice Over Broadband over Cellular ("VoC") and providing Worldwide Interoperability for Microwave Access ("WiMAX") licenses and/or other licenses. In addition, in the past year, the Ministry of Communications also increased competition by adopting regulations that facilitate the migration of subscribers between cellular companies by, among other measures, limiting the amount which telecommunication operators may charge subscribers who terminate their agreement before the end of their commitment period, and by prohibiting linkage between the sale of handsets and the provision of various benefits regarding cellular services. See "Item 3D. Risk Factors - Competition from existing telecommunications providers, and potential changes in the competitive environment and communications technologies, may cause an increase in subscriber acquisition and retention costs or a decrease in tariffs, and may reduce our market share and increase our churn rate, all of which could adversely affect our business and results of operations."

As further described below, these regulations impose substantial limitations on our flexibility in managing our business; may limit our ability to compete by, among other measures, limiting our ability to develop our network, or preferring new and/or small competitors in the allocation of new frequencies, including those designated for the next generation of cellular services; and may increase our costs, decrease our revenues and reduce our ability to expand our business. As a result, industry regulation has had in the past, and may in the future have, a material adverse effect on our business and results of operations. In addition, new laws, regulations or government policies, or changes in current regulations, may be adopted or implemented in a manner which damages our business and operating results. In this regard, it should be noted that in January 2011, the regulations regarding the royalty rate paid by Israeli cellular telephone operators were amended so that the royalty rate shall be increased from 1% of "chargeable revenues" in 2010 to 1.75% in 2011 and 2.5% in 2012. See "Item 4B. Business Overview – Regulation – Telecommunications Law – Royalties". Announcements by the government, telecommunications operators or others of changes or other developments in applicable regulations may have a negative impact on the market value of our shares. For information regarding the principal regulations and regulatory developments affecting our business, see "Item 4B. Business Overview – Regulation".

Furthermore, defending ourselves against regulatory violations alleged by state authorities or consumers has required, and may in the future require, substantial financial and management resources. We may not always be successful in our defense, and should we be found in violation of these regulations, we and our management may be subject to civil or criminal penalties, including the loss of our operating license. For information regarding on-going litigation or proceedings, see "Item 8A. Consolidated Financial Statements and Other Financial Information – Legal and Administrative Proceedings".

Recent and potential future regulation and negotiation of roaming tariffs, both within Israel and elsewhere, may increase our roaming expenses, may decrease our roaming revenues and prevent us from raising our tariffs. If we cannot obtain or maintain favorable roaming arrangements, our services may be less attractive or less profitable.

The Ministry of Communications has declared its intention to evaluate roaming charges and, in November 2008 and February 2009, has requested us and our competitors to provide information regarding our roaming services. In August 2008 the government instructed the Ministry of Communications, together with other ministries, to negotiate a reduction of inbound and outbound roaming tariffs with the European Union ("EU") and/or members of the EU or countries frequently visited by Israelis, and to consider other tools for reducing roaming charges. Because roaming charges represent a significant source of revenue and profits, if roaming tariffs are reduced as a result of the review by the Ministry of Communications or as a result of the proposed negotiations or otherwise, if additional EU member operators raise their tariffs, or if we are not able to raise our tariffs or otherwise compensate for possibly higher roaming expenses, this could adversely affect our profitability and results of operations.

We rely on agreements to provide roaming capability to our subscribers in many areas outside Israel. However, we cannot control the quality of the service that other telecommunication companies provide, and it may be inferior to our quality of service. Equally, our subscribers may not be able to use some of the advanced features that they enjoy when making calls on our network.

Some of our competitors may be able to obtain lower roaming rates than we obtain because they may have larger call volumes, or because of their affiliations with other international cellular operators. Competition has intensified since Pelephone began providing a significant volume of roaming services through its new UMTS system. We are also subject to competition from alternative roaming solutions, including from other service providers. These service providers use alternative technologies that bypass the existing method of providing roaming services.

If our competitors' providers can deliver a higher quality or a more cost effective roaming service, then subscribers may migrate to those competitors and our results of operations could be adversely affected. Further, we may not be able to compel providers to participate in our technology migration and enhancement strategies. As a result, our ability to implement technological innovations could be adversely affected if these overseas providers are unable or unwilling to cooperate with the further development of our network or if they cease to provide services comparable to those we offer on our network.

Our business and operating results have been adversely affected by reductions in call and SMS interconnect tariffs imposed by the Ministry of Communications, and may be further materially adversely affected by future regulatory developments in these areas.

Call interconnect tariffs. September 6, 2010, the Ministry of Communications published its formal decision regarding a material reduction of interconnect tariffs. The monthly direct adverse affect of the reduction for 2011, without taking into consideration any mitigating steps, is estimated at approximately NIS 30-40 million on the Company's EBITDA and approximately NIS 20-30 million on the Company's net income. In addition to the direct adverse effect, we may suffer from additional significant indirect adverse effects, as a result, inter-alia, of the following possible developments: migration of outgoing calls from the cellular networks to the fixed line networks and the introduction into the cellular market of a mobile virtual network operator (MVNO) and two additional UMTS operators, while implementing national roaming, based on the new interconnect tariffs. See "Item 4B. Business Overview – Regulation – Regulatory Developments – Reduction of Interconnect Tariffs to Be Paid to Cellular Operators".

On November 14, 2010, the Company filed a petition with the Supreme Court of Justice claiming that the Ministry's decision to reduce interconnect tariffs is mistaken and unlawful. The Company has petitioned the Court to rescind the Ministry's decision and regulations or alternatively to amend them in such a manner so that the interconnect tariff chargeable by the Company shall not be less than the actual cost. The Company cannot predict the ultimate outcome of the petition. A hearing has been set for June 2011.

SMS interconnect tariffs. In 2005, our license was amended to regulate charging for SMS messages sent outside our network. Due to technological difficulties encountered by our competitors and us in fully complying with this amendment, we may face claims, under one interpretation of the amendment, of not having implemented the amendment with respect to SMS messages sent to the subscribers of two other Israeli cellular operators. We have notified the Ministry of Communications of the difficulty. The Ministry has proposed an amendment to our license, but we are uncertain as to the effectiveness of the amendment in resolving the difficulty. Until such time as the cellular operators develop the necessary interfaces or our license is amended, we may be exposed, if such interpretation prevails, to substantial sanctions and legal claims.

We have had difficulties obtaining some of the building and environmental permits required for the erection and operation of our network sites, and some building and environmental permits have not been applied for. These difficulties could have an adverse effect on the coverage, quality and capacity of our network. Operating network sites without building or other required permits may result in criminal or civil liability to us or to our officers and directors.

Our ability to maintain and improve the extent, quality and capacity of our network coverage depends in part on our ability to obtain appropriate sites and approvals to install our network infrastructure, including network sites. The erection and operation of most of these network sites require building permits from local or regional planning and building authorities, as well as a number of additional permits from other governmental and regulatory authorities. In addition, as part of our UMTS network build-out, we are erecting additional network sites and making modifications to our existing network sites for which we may be required to obtain new consents and approvals.

For the reasons described in further detail below, we have had difficulties obtaining some of the building permits required for the erection and operation of our network sites. As of December 31, 2010, less than 10% of our network sites were operating without local building permits or exemptions, which in our opinion, are applicable.

Network site operation without required permits has in some cases resulted in the filing of criminal charges and civil proceedings against us and our officers and directors, and monetary penalties against the Company, as well as demolition orders. See “Item 8A. Consolidated Financial Statements and Other Financial Information – Legal and Administrative Proceedings”. In the future, we may face additional demolition orders, monetary penalties and criminal charges. The prosecutor’s office has set up a national unit to enforce planning and building laws. The unit has stiffened the punishments regarding violations of planning and building laws, particularly against commercial companies and its directors. If we continue to experience difficulty in obtaining approvals for the erection and operation of network sites and other network infrastructure, this could have an adverse effect on the extent, quality and capacity of our network coverage and on our ability to continue to market our products and services effectively. In addition, as we grow our subscriber base and seek to improve the range and quality of our services, we need to further expand our network, and difficulties in obtaining required permits may delay, increase the costs or prevent us from achieving these goals in full. Our inability to resolve these issues in a timely manner could also prevent us from achieving or maintaining the network coverage and quality requirements contained in our license.

Possible amendment to the Non-ionizing Radiation Law. In October 2010, a bill was submitted to amend the Non-Ionizing Radiation Law. In accordance with the bill, permits from the Ministry of Environmental Protection will not be given to cell sites that are within 75 meters of senior citizens institutions including senior citizen housing, education institutions, shelters and hospitals. In accordance with the bill, any permit that will be given to a cell site that does not fulfill the said provision shall expire within 6 months from the date of the amendment. The bill passed a preliminary reading in the Parliament and received the approval of the Ministerial legislative committee. If the bill is approved, it will cause significant damage to the telecommunications coverage in urban areas since we will be required to remove hundreds of telecommunication sites which, as a result, will adversely affect the Company's revenues.

Uncertainties under National Building Plan 36. Since June 2002, following the approval of the National Building Plan 36 (the “Plan”), which regulates network site construction and operation, building permits for our network sites (where required) have been issued in reliance on the Plan. Several local planning and building authorities have questioned the ability of Israeli cellular operators to receive building permits, in reliance on the Plan, for network sites operating in frequencies not specifically detailed in the frequency charts attached to the Plan. In a number of cases, these authorities have refused to grant building permits for 3G network sites, claiming that 3G frequencies are not included in the Plan. There has been no judicial ruling at this stage. However, a class action was filed against us as well as other cellular operators with a request for the revocation of the building permits given to the 3G network sites.

The Plan is in the process of being changed. See “Item 4B. Business Overview – Regulation-Network Site Permits- National Building Plan No. 36”.

Uncertainties regarding the validity of exemptions for wireless access devices. We have set up several hundred small communications devices, called wireless access devices, pursuant to a provision in the Communications Law (Telecommunications and Broadcasting), 1982, which exempts such devices from the need to obtain a building permit. A claim was raised that the exemption does not apply to cellular communications devices and the matter reached first instance courts a number of times, resulting in conflicting decisions. This claim is included in an application to certify a class action filed against the three principal Israeli cellular telephone operators. In May 2008 a district court ruling adopted the position that the exemption does not apply to wireless access devices. We, as well as our competitors, filed a request to appeal this ruling to the Supreme Court. In May 2008, the Attorney General filed an opinion regarding this matter stating that the exemption does apply to wireless radio access devices under certain conditions and two petitions were filed with the High Court of Justice in opposition to the Attorney General’s opinion. The matter is still pending before the Supreme Court and the High Court of Justice. See “Item 4B. Business Overview – Regulation- Network Site Permits”.

If a definitive court judgment holds that the exemption does not apply to cellular devices at all, we may be required to remove the existing devices and would not be able to install new devices on the basis of the exemption. As a result, our network capacity and coverage would be negatively impacted, which could have an adverse effect on our revenue and results of operations.

Uncertainties regarding requirements for repeaters and other small devices. We, like the other cellular telephone operators in Israel, provide repeaters, also known as bi-directional amplifiers, to subscribers seeking an interim solution to weak signal reception within specific indoor locations. In light of the lack of a clear policy of the local planning and building authorities, and in light of the practice of the other cellular telephone operators, we have not requested permits under the Planning and Building Law for the repeaters. However, we have received an approval to connect the repeaters to our communications network from the Ministry of Communications and have received from the Ministry of Environmental Protection permit types for all our repeaters. If the local planning and building authorities determine that permits under the Planning and Building Law are also necessary for the installation of these devices, or any other receptors that we believe do not require a building permit, it could have a negative impact on our ability to obtain permits for our repeaters.

In addition, we construct and operate microwave links as part of our transmission network. The various types of microwave links receive permits from the Ministry of Environmental Protection in respect of their radiation level. Based on an exemption in the Telecommunications Law, we believe that building permits are not required for the installation of most of these microwave links on rooftops, but to the best of our knowledge, there is not yet a determinative ruling on this issue by the Israeli courts. If the courts determine that building permits are necessary for the installation of these sites, it could have a negative impact on our ability to obtain environmental permits for these sites and to deploy additional microwave links, and could hinder the coverage, quality and capacity of our transmission network and our ability to continue to market our transmission services effectively.

The Ministry of Environmental Protection's Request for the Installment of Monitoring Devices. In May 2010, the Ministry of Environmental Protection notified the Company of an addition of a condition for all of the Company's network site operation permits, according to which the Company must install in its systems software that continuously monitors and reports the level of power created in real time from the operation of its network sites. The Ministry of Environmental Protection refused to provide the Company with any technical data regarding the monitoring software and therefore the Company cannot anticipate the manner of operation of the software nor its reliability. During the last few months, the Ministry of Environmental Protection received several alerts reporting exceeded transmitted power at some of the Company's cell sites. All purported claims were examined by the Company's engineers and were found to be baseless.

The Company complied with the said condition and as of August 19, 2010, provides continuous reports every fifteen minutes regarding the power of all of the transmitters. The Company is of the opinion that all of the antennas that it operates comply with the conditions of the safety permits that the Company was granted by the Ministry of Environmental Protection. However, implementation of the monitoring software increases the exposure of the Company and its senior officers to civil and criminal proceedings in the event that any antenna will be found to not meet the conditions of the permits granted to the Company and the maximum permitted power. In addition, if our antennas will be found to not meet the conditions of the permits granted to the Company and the maximum permitted power, the Ministry of Environmental Protection may revoke existing permits, which would require us to dismantle existing network sites. As a result, our network capacity and coverage would be negatively impacted, which could have an adverse effect on our revenue and results of operations.

In connection with some building permits, we may also be required to indemnify planning committees in respect of claims against them relating to the depreciation of property values that result from the granting of permits for network sites.

Under the Planning and Building Law, 1965, local planning committees may be held liable for the depreciation of the value of nearby properties as a result of approving a building plan. Under the Non-Ionizing Radiation Law, 2006, the National Council for Planning and Building requires indemnification undertakings from cellular companies as a precondition for obtaining a building permit for new or existing network sites. The National Council has decided that until the Plan is amended to reflect a different indemnification amount, cellular companies will be required to undertake to indemnify the committees in full against all losses resulting from claims against a committee for reductions in property values as a result of granting a permit to the network site. On June 1, 2010, the National Council for Planning and Building approved the National Building Plan No. 36/A/1 version that incorporates all of the amendments to the Plan ("the Amended Plan"). The Amended Plan sets forth the indemnification amounts as a percentage of the value of the depreciated property claims in accordance with the manner in which the licenses were granted. See "Item 4B. Business Overview – Regulation -Network Site Permits- National Building Plan No. 36". The Amended Plan is subject to governmental approval, in accordance with the Planning and Building Law. It is unknown when the government intends to approve the Amended Plan.

As of December 31, 2010, we have provided local authorities with 398 indemnification undertakings. These indemnifications expose us to risks which are difficult to quantify or mitigate and which may have a material adverse effect on our financial conditions and results of operations, if we are required to make substantial payments in connection therewith.

In addition, the requirement to provide indemnification in connection with new building permits may impede our ability to obtain building permits for existing network sites or to expand our network with the erection of new network sites. The indemnification requirement may also cause us to change the location of our network sites to less suitable locations or to dismantle existing network sites, which may have an adverse effect on the quality and capacity of our network coverage.

In 2007, the Israeli Ministry of Interior Affairs extended the limitation period within which depreciation claims may be brought under the Planning and Building Law from three years from approval of the building plan to the later of one year from receiving a building permit for a network site under the Plan and six months from the construction of a network site. The Ministry retains the general authority to extend such period further. This extension of the limitation period increases our potential exposure to depreciation claims.

We have been required to offer access to our network infrastructure to other operators, which has enabled new competitors, such as MVNOs and new cellular operators, to enter the market, and may reduce our ability to provide quality services to our subscribers and negatively affect our operating results.

Under both the Communications Law (Telecommunications and Broadcasting), 1982, and our operating license, the Ministry of Communications has the power to require us, and the other telephone operators in Israel, to offer access to our network infrastructure to other operators such as MVNOs

MVNOs, or mobile virtual network operators, are mobile telecommunications operators that do not own their own spectrum and usually do not have their own physical network infrastructure. Instead, MVNOs have business arrangements with existing cellular operators to use their infrastructure and network for the MVNOs' own customers. The introduction of the operation of MVNOs into the Israeli mobile telecommunications market could increase competition, which may adversely affect our business, revenues and results of operations.

In January 2010, the Ministry of Communications published its decision regarding MVNOs and issued regulations regarding the entry of MVNOs into the market. The regulations impose certain conditions on related companies of cellular companies that apply for an MVNO license. The Ministry of Communications has recently granted MVNO licenses to a number of companies and is expected to grant additional MVNO licenses. In addition, one of our competitors has already signed agreements with MVNOs to offer access to its network structure.

In September 2010, the Ministry of Communications published a tender for the possible allocation of UMTS frequency to additional infrastructure-based cellular operators in Israel. Four companies have submitted tender offers. See "Item 4B. Business Overview-Regulatory Developments- Integrated Tender Committee for UMTS Frequency Allocation for an Additional Cellular Operator".

These new regulatory developments have significantly lowered the entry barriers for potential new competitors and are already enabling new competitors to enter the mobile telephone market in Israel. Our capacity is limited, and if we are required to allocate capacity to other operators, the services to our subscribers may be harmed or we may be required to invest additional capital in order to enable additional use of our network. If we fail to agree with new operators that are given access to our network regarding the tariffs and additional conditions for the usage of our infrastructure, the Ministry of Communications may impose tariffs as well as the terms and conditions of such usage. If the Ministry of Communications sets those tariffs too low, this may adversely affect our financial condition. In addition, operators, such as MVNOs, might offer mobile telecommunication services to our current customers at prices that are lower than our prices, thereby reducing our market share and/or causing price erosion and adversely affecting our financial results and condition. The impact of these developments may have a material effect on our competitive position and thus our business and operating results.

We may be required to terminate the use of certain spectrum or to share with another operator some of the spectrum we are currently using on an exclusive basis. We may not be allocated sufficient spectrum band or any spectrum at all needed in order to provide 4th generation (4G) services. These requirements may adversely affect our network quality and capacity as well as our results of operations.

There are demands from different third parties to rearrange the current spectrum allocation in Israel and the Palestinian Administered Areas, particularly the 900 Mhz frequencies, and also to allocate additional frequencies for the use of other mobile operators in the Palestinian Administered Areas.

If such a frequency rearrangement takes place, then the spectrum that has been allocated to us for use on an exclusive basis may also be allocated to another operator in the Palestinian Administered Areas, or we may be required to terminate the use of part of our existing spectrum, which might be replaced by an allocation of a new band of spectrum that may be of inferior quality.

We have received notification from the Civil Administration in Judea and Samaria of its intention to change the allocation of some of the spectrum previously allocated to us for our use in the West Bank, and that following the change, we may be allocated other spectrum in the West Bank and additional spectrum for our use in Israel. Until we receive further details regarding this allocation of spectrum, we are unable to evaluate the impact that the intended change in spectrum allocation, if it occurs, will have on our business or our results of operations.

There are also demands to allocate additional frequencies for mobile operators, including WiMAX and Long Term Evolution ("LTE") operators, which we may need for our next generation (4G) GSM technology. Some of these frequencies have already been allocated to third parties. In addition to the possibility that spectrum for 4G may not be allocated at all by the Ministry of Communications to any operator, if the spectrum allocated is insufficient to provide quality 4G services or if allocations do take place and spectrum is allocated to our competitors and not to us, this may put us at a disadvantage compared to our competitors and, it may harm our ability to migrate to the next generation of GSM technology, such as LTE.

If we were to be prevented from using a portion of our existing spectrum, or if alternative equivalent spectrum are not allocated to us, or if we were to be required to share some of our spectrum, this could affect our ability to establish a UMTS 900 network and have a material adverse effect on our operations and profitability.

Possible changes in the law could result in increased anti-trust regulation of the mobile telephone industry in Israel, which could have a material adverse effect on our revenues and financial results.

The Israeli Parliament is currently discussing a governmental bill that will amend the Restrictive Trade Practices Law and grant the Israeli Commissioner of Restrictive Trade Practices tools to regulate practices in oligopolistic markets.

In the event the Commissioner of Restrictive Trade Practices determines that increased anti-trust regulations, if adopted, should be applied to the Israeli telecommunications industry, including to Partner, our growth strategy, pricing policies and other core elements of our business may be challenged, we may not be able to develop our business as we currently plan, and our financial condition and results of operations may be adversely affected. In addition, substantial management and financial resources may be consumed in order to respond to government inquiries, represent our interests and possibly defend against consumer litigation or administrative proceedings. In addition, the lack of clear criteria in the proposed regulation may expose the Company to arbitrary administrative procedures or decisions.

We can only operate our business for as long as we have a license from the Ministry of Communications.

We conduct our operations primarily pursuant to a general mobile telephone license granted to us by the Ministry of Communications on April 7, 1998. Our license is valid until February 2022. Our license may be extended for an additional six-year period upon our request to the Ministry of Communications and confirmation from the Ministry that we have met certain performance requirements. We may request renewal of our license for successive six-year periods thereafter, subject to regulatory approval. We cannot be certain that our license will not be revoked, will be extended when necessary, or, if extended, on what terms an extension may be granted.

Furthermore, although we believe that we are currently in compliance with all material requirements of our license, the interpretation and application of the technical standards used to measure these requirements, including the requirements regarding population coverage and minimum quality standards and other license provisions, may not be certain, and disagreements have arisen and may arise in the future between the Ministry of Communications and us. We have provided a bank guarantee to the Ministry of Communications in the amount of US\$10 million to guarantee our performance under our license. If we are found to be in material breach of our license, the guarantee may be forfeited and our license may be revoked. In addition, the Ministry of Communications is authorized to levy significant fines on us for breaches of our license which could have a material adverse effect on our financial condition or results of operations.

Our mobile telephone license imposes certain obligations on our shareholders and restrictions on who can own our shares. Ensuring compliance with these obligations and restrictions may be outside our control, but if the obligations or restrictions are not respected by our shareholders, we could lose our license.

As with other companies engaged in the telecommunications business in Israel, our license requires that a minimum economic and voting interest in, and other defined means of control of, our company be held by Israeli citizens and residents or entities under their control. If this requirement were not complied with, we could be found to be in breach of our license, even though ensuring compliance with this restriction may be outside our control.

The Ministry of Communications amended our license effective 2005, reducing the required holdings by Israeli citizens and residents from 20% to 5%, which must be held by our founding shareholders who are Israeli entities or their approved substitutes. The amendment also requires that these shareholders appoint at least 10% of our Board of Directors. In 2006, our founding Israeli shareholders sold substantially all of their shares in the Company to Israeli institutional investors, who are approved substitutes. Since then, there were additional share sales to Israeli institutional investors that were approved as substitutes by the Ministry of Communications. Some of these shares sales were to Suny Electronics Ltd. ("Suny"). See "Item 7A. Major Shareholders – Significant Changes in Holdings of Major Shareholders During the Past Three Years". If our shareholders do not respect these conditions, we may be found to be in violation of our license.

In addition, according to our license, no transfer or acquisition of 10% or more of any of such means of control, or the acquisition of control of our company, may be made without the consent of the Ministry of Communications. Our license also restricts cross-ownership and cross-control among competing mobile telephone operators, including the ownership of 5% or more of the means of control of both our company and a competing operator, without the consent of the Ministry of Communications, which may limit certain persons from acquiring our shares. Shareholdings in breach of these limits relating to transfers or acquisitions of means of control or control of Partner could result in two consequences. First, the shares that are in excess of the limits will be converted into "dormant" shares, with no rights other than the right to receive dividends or other distributions to shareholders, and to participate in rights offerings until such time as the consent of the Ministry of Communications has been obtained. Second, the breach of the limits could result in the revocation of our license.

RISKS RELATING TO OUR BUSINESS OPERATIONS

Competition from existing telecommunications providers, and potential changes in the competitive environment and communications technologies, may cause an increase in subscriber acquisition and retention costs or a decrease in tariffs, and may reduce our market share and increase our churn rate, all of which could adversely affect our business and results of operations.

Telecommunications industry consolidation. Over the past few years, many changes have occurred in the Israeli telecommunications market. In the past, the Company competed primarily with the three other cellular operators: Cellcom, Pelephone and MIRS, and focused mainly on issues regarding brand identification, customer service, quality of telecommunication services and variety of handsets and prices. However, with cellular operators becoming part of telecommunication groups, the scope of the competition between the various companies has expanded to include a wider range of telecommunications services, including fixed line, internet, VOB, PRI and transmission. The broadened range of telecommunications services potentially decreases our competitive position. On March 3, 2011, the Company acquired all of the outstanding shares of 012 Smile Telecom Ltd, an Israeli operator of International Long Distance (ILD) services, Internet Service Provider (ISP) and local fixed line services using Voice Over Broadband (VOB) technology as part of Partner's strategic transformation into a comprehensive communications group.

During 2010, the increase in churn rates was a clear indication of the increase in competition. The cellular companies also invested resources in customer retention by offering attractive packages of bundled services that include almost unlimited use within their network.

Cellcom is an Israeli public corporation that is traded both on the Tel Aviv stock exchange as well as NASDAQ. The company was founded in 1994 as the second cellular company in Israel and its major beneficial shareholder is Discount Investment Corporation Ltd (DIC, which is held by the IDB holding company). Cellcom operates nationwide cellular telephone networks based on GSM 1800 MHz/GPRS, D-AMPS, EDGE and UMTS/HSDPA HSUPA technologies. Cellcom recently announced that the company has begun a procedure to acquire and integrate the business of Netvision 013 Barak Ltd ("Netvision"), an Israeli operator of ILD services, ISP and local fixed line services using VOB technology.

Pelephone, is an Israeli corporation that has been a wholly-owned subsidiary of Bezeq Israel Telecommunications Corp., Ltd ("Bezeq") since 2004 and Bezeq is traded on the Tel Aviv stock exchange. Bezeq and its subsidiaries offer domestic fixed and mobile services, broadband access, ILD services, ISP and multi channel satellite TV services. The Ministry of Communications recently granted the Bezeq group permission to market bundled services of all the group's companies. This will allow Bezeq to offer customers a full range of bundled telecommunication services in one transaction, including landline services, cellular services, ILD services, broadband access, ISP and multi channel TV services. In June 2009, Pelephone launched high speed GSM as well as a network for data consumption that supplies high speed mobile internet consumption.

MIRS was founded in 1994 and supplies cellular telecommunication services. The company's unique Enhanced Specialized Mobile Radio, or "trunking" iDEN network technology allows the provision of walky-talky services, full telephony services, content service, data services to business and products and auxiliary accessories. In May 2010, the ownership of MIRS was sold by Motorola to the Altice Group, a French media group, controlled by Patrick Drahi, who also holds 45% of HOT Cable Communication Systems Ltd ("HOT"), the cable TV operator in Israel. HOT's main areas of activity are cable multi channel TV broadcast, broadband access and domestic land line telecommunication services. The Ministry of Communications has recently granted HOT a license to provide service bundles, including ISP services, to be provided through a subsidiary company of HOT. In accordance with media reports, MIRS and HOT may merge and MIRS submitted an offer for the UMTS frequencies allocation tender offer that the Ministry of Communications has published in the 2100 Mhz spectrum in order to compete with the other cellular operators. In that allocation tender three other groups submitted an offer. As a result of this tender two additional UMTS providers may enter the market as potential UMTS competitors.

Recent and potential future consolidation could substantially affect our position in the Israeli telecommunications market, in particular, by attracting a broad range of telecommunications subscribers to one or two full-service telecommunications groups, as well as by permitting such a group or groups to apply substantial pressure on market prices for selected sectors. If such developments were to occur, our business and results of operations could be materially adversely affected.

Limitation of exit fees. As part of an amendment to the Telecommunications Law, effective February 2011, subscribers with commitment agreements for no more than 100 telephone lines that terminate a commitment agreement during the commitment period, may not be charged a penalty that exceeds 8% of the subscribers' average monthly bill for operator's services, until the termination, multiplied by the balance of the remaining number of months in the commitment period. In addition, such subscribers may not be denied benefits to which they would have been entitled had they not terminated the commitment agreement. For commitment agreements signed prior to February 1, 2011, these new provisions will apply to customers with no more than 50 telephone lines. In addition, the cellular operators will be prohibited from demanding immediate full payment of the remaining installments for the handsets upon the customers' breach of the commitment period, and the subscribers will be allowed to continue to pay out the installments in accordance with the dates and amounts they would have paid had they not terminated the agreement. We expect that this amendment will materially increase the churn rate of our customers. Furthermore, these changes may lead to a material decrease in tariffs and in ARPU and consequently a material decrease in revenues.

Prohibition of linkage between the sale of handsets and the provision of various benefits regarding cellular services. The Ministry of Communications amended the conditions of the licenses of all the cellular telecommunication companies in Israel, whereby as of November 1, 2009, cellular telecommunication operators are prohibited from linking the sale of handsets to the provision of various benefits regarding cellular services, including air time. This amendment to the license also allows subscribers that purchased their handsets from one cellular telecommunication operator, or from another handset supplier, to benefit from the same advantages which a cellular telecommunication operator offers to subscribers who purchase their handsets from that operator. Although to date this provision has not materially affected our business and results of operations, we may experience financial loss as a result of this license amendment or it may result in loss of our competitive advantage.

National Roaming. Additional competition is expected from the entry of MVNOs and two additional UMTS operators into the market. In accordance with an amendment to the Telecommunications Law, new provisions became effective January 2011 requiring existing cellular operators, to allow new operators use of the public telecommunication networks of the existing cellular operators when the new operators begins providing cellular service not through roaming, to an area with at least 10% of the population and in accordance with other conditions set forth in the amendment. These roaming services will allow the new licensees to provide its subscribers with services also in areas in which it does not yet have its own infrastructure. The existing cellular operators must allow national roaming for a period of 7 years extendable by an additional 3 years by the Ministers of Communications and Finance. The amendment also requires that the new licensees provide cellular services not through roaming services to an area that is populated by at least 40% of the total population within 4 years of the grant of the license. Regulations regarding the amount of roaming charges to be paid will be set by the Ministers of Communications and Finance by February 1, 2012.

Until the Minister of Communications, with the approval of the Minister of Finance proposes regulations that determine national roaming tariffs, the existing cellular operators will only be allowed to charge the new operators prices that do not exceed the new interconnect tariffs. With regards to cellular data, the price per Mb shall not exceed 65% of the maximum price per minute for regular calls.

We are also subject to competition from other service providers. These service providers use alternative technologies that bypass the existing method of providing roaming services.

4G licenses. 4G is an evolved mobile technology that allows for a wide bandwidth for data services. To date, although LTE is the most dominant 4G technology, Wimax is still considered a 4G technology as well. An efficient 4G service should be delivered by utilizing a 20MHz carrier, or wider in either an existing cellular frequency band or in a new band, such as the 2.5 GHz. In February 2009, the Ministry of Communications published a policy regarding the allocation of frequencies and establishing a broadband wireless access network in the 2.5 GHz frequency band. In this policy paper, the Ministry of Communications allocated this band for usage using WiMAX technology. The Ministry of Communications also stated that it intended to promote competition in the cellular market by potentially granting preferences to existing telecommunications services providers in this regard. The Ministry of Communications decided that existing cellular operators would not be allowed to participate in the allocation of the 2.5 GHz WiMAX frequencies which would mainly be available to new participants in the telecommunications market. Mobile WiMAX is a competitive technology to HSDPA and LTE, which are the next generation of GSM technologies. Granting WiMAX licenses to new operators or to any of our competitors and not to us might offer them a competitive advantage and adversely affect our business. Furthermore, if the Ministry of Communications allocates the 2.5 GHz band to competitors and we are not allocated additional 4G spectrum, this may impair our ability to migrate to LTE and compete in the mobile broadband market. Moreover, this 2 year old policy of the Ministry of Communications has not been updated to reflect the global market trend in which LTE has become more dominant compared to WiMAX and has become de-facto, the industry's sole 4G technology. This fact, together with the fact that the Ministry of Communications has not taken any active steps to allocate enough 4G LTE spectrum, challenges our planned roadmap to begin testing and deploying LTE.

The Ministry of Communications has granted a special license to a few of the new land-line operators to conduct a marketing experiment that will examine the provision of domestic telephony services using VoC technology.

Land-line and Internet competition. In 2010, we estimate that the fixed line telephony market had approximately 3,266,000 lines of which 70% are estimated to have been controlled by Bezeq. The remaining competitors were HOT that are estimated to have held 18%, 012 Smile that is estimated to have held 6%, and Partner, Cellcom and Netvision, each of which is estimated to have held 2%. The churn rate for the fixed line telephony market in 2010 is estimated to have been 5.8%, based on the amount of porting between operators. The ISP market is controlled mainly by Bezeq International, 012 Smile and Netvision, that each holds approximately 30% of the market. As a result of these developments in the competitive environment, we may experience increased costs to attract and retain subscribers, and further pressure on tariffs.

Sale of handsets. In an effort to increase competition and to reduce cellular handset prices in the market, a recent amendment to the Telecommunications Law significantly facilitates the import of cellular handsets to Israel by exempting certain mobile radio telephone handsets that meet the conditions to be set by the Minister of Communications, from receiving a type approval, and handset commerce that meets the said conditions to be set by the Minister of Communications, shall be exempt from a commerce license. As a result of this amendment, our revenues and profit from equipment sales may be adversely affected.

We face risks associated with the acquisition of 012 Smile Telecom Ltd.

On October 13, 2010, we entered into a share purchase agreement to acquire all of the outstanding shares of 012 Smile Telecom Ltd. ("012 Smile"), an Israeli operator of international telecommunication services and local telecommunication fixed services and a provider of internet services. The acquisition was completed on March 3, 2011 following the receipt of all required third party approvals, including the Ministry of Communications' approval which requires structural separation among the Company and 012 Smile for a limited period of time. The "structural separation" conditions imposed by the Ministry of Communications will apply to the following: (i) the management of the respective businesses of 012 Smile and Partner, including business, financial and marketing systems; (ii) separation of their assets; (iii) that neither employ the other's employees; (iv) that they not share commercial information; and (v) that 012 Smile not offer preferential conditions to Partner as compared to other licensees with regard to the provision or availability of services and payment terms. This structural separation must be respected by Partner and 012 Smile until the earlier of: (i) December 31, 2012, or (ii) publication of notification by the Director General of the Ministry of Communications that (1) an MVNO has begun to operate or (2) an international operator can begin to operate as an MVNO.

Independent audit not yet performed. We may face certain risks as a result of inaccuracies in assessing the value, strengths, weaknesses, contingent and other liabilities and potential profitability of 012 Smile. Disclosure in this Annual Report regarding 012 Smile, including the principal risk factors facing 012 Smile's business, its litigation risk, business operations, results of operations and financial condition, and its material agreements, reflects information provided to Partner by 012 Smile and its prior owner, before and after our acquisition of 012 Smile on March 3, 2011. However, as of the date hereof, we have not had the opportunity to verify this information, including information regarding 012 Smile's financial results or condition, independently, or to conduct our own due diligence of 012 Smile's business, finances or operating, legal or other risks. For example, 012 Smile has also disclosed to us limited information regarding several ongoing litigations including class action suits, which we will need to further investigate in order to evaluate their potential impact on our consolidated financial position. Based on our own anticipated audit of 012 Smile as a newly acquired subsidiary of Partner, we may identify significant risks which have not been disclosed to us and of which we are currently unaware, or we may discover that certain information provided to us regarding 012 Smile is materially inaccurate or incomplete, and in each case such new information may have, or may reflect the possibility of, material adverse impacts on our business, results of operations, financial condition and prospects for growth. See also Note 26 to our consolidated financial statements included herein regarding limitations on our ability to conduct financial due diligence prior to the acquisition of 012 Smile.

Increase in our indebtedness. The acquisition led to a significant rise in the Company's leverage, which may lead to a rating downgrade and may influence our ability to pay dividends in accordance with the Company's dividend policy. See "Item 3D. Risk Factors-Our level of indebtedness could adversely affect our business and our liquidity".

Integration risk. If we are unable to successfully integrate 012 Smile into our communications group as we planned, we may not achieve the operational synergies we anticipated to have in connection with the acquisition in the planned time frame or at all. We also may not be able to realize the personnel and cultural integration we expect to achieve, which may lead to the loss of key personnel necessary to operate the acquired business. In connection with the integration of 012 Smile, the approval for the transaction granted by the Ministry of Communications requires that we maintain "structural separation" as described above in the first paragraph of this risk factor. If the requirement for such structural separation lasts longer than expected, we may not be able to achieve the operational synergies we anticipated realizing through the acquisition in the planned time frame.

Loss of enterprise value while waiting for the acquisition to close. Following the signing of the share purchase agreement on October 13, 2010, although 012 Smile agreed to continue to conduct its business in substantially the same manner until the closing occurred, it is possible that decisions regarding investments, operations and overall management of the business were postponed, or were made in a manner which did not best maintain or optimize value. As a result, and due to the length of time between signing and the closing, the enterprise value of 012 Smile may not have grown in the same manner as before, or may have diminished

The risks described below are based on information provided to us by 012 Smile. As indicated above, we have not had the opportunity to verify independently the issues underlying these risks.

012 Smile has experienced significant growth, which has placed a substantial strain on its resources. The failure to successfully implement its growth strategy could adversely affect 012 Smile's ability to continue to grow or sustain its revenues and profitability.

The demand on 012 Smile's network infrastructure, technical and customer support staff and other resources has grown with its expanding customer base and is expected to continue to grow as 012 Smile expands its business. 012 Smile's infrastructure, technical and customer support staff, operational and billing systems and other resources may not adequately accommodate or facilitate the growth of its business.

Part of 012 Smile's growth strategy is managing and reducing the costs associated with delivering its services, including recurring service costs such as communications and customer support costs as well as expenses incurred to add new customers, such as sales and marketing, installation and hardware costs. 012 Smile may not be able to manage its expanding operations effectively or be able to continue to grow, and any failure to do so could affect 012 Smile's ability to generate revenues, control expenses and sustain or increase its profitability.

The recent change in regulatory limitations on Bezeq will likely result in increased competition, and may result in a reduction in 012 Smile's revenues from interconnect fees.

Bezeq, the incumbent local telephony provider, is subject to several regulatory limitations, including restrictions on its ability to provide bundled service offerings and supervised tariffs. Under its license, Bezeq is also subject to structural separation rules in providing its various communication services.

According to the policy of the Ministry of Communications, adopted in 2004, once Bezeq's market share of domestic fixed-line telephony in a particular customer segment (business or private) falls below 85%, Bezeq's license will be amended so as to enable it to submit an application for the Minister of Communication's approval to market a bundle of services (including broadcast services) in that customer segment, which includes telecommunications services provided by Bezeq and by a subsidiary. The Minister of Communication's decision whether to approve Bezeq's marketing a bundle of services will be based on the status of competition in the applicable telecommunications sector and is likely to be subject to conditions set forth by the Ministry of Communications.

On May 10, 2010, after Bezeq's share of the private telephony sector fell below 85%, and following a series of three consultations, the Ministry of Communications published amendments to Bezeq and its subsidiaries' licenses allowing the Bezeq group to apply for the Ministry's approval for marketing bundled service offerings.

These bundled service offerings could potentially include local and international telephony, broadband Internet access, Internet service provider (ISP) services, cellular services and multi-channel TV.

According to the license amendments Bezeq may market to private subscribers a bundle of services that includes services provided by a subsidiary. The license conditions applicable to the marketing of bundled services include the existence of a group of services in similar format marketed by another licensee and allowing the customer to purchase each service or package of services in the bundle separately, on the same terms as those offered within the bundle, unless the bundle of a subsidiary only includes Bezeq's ADSL service.

The licenses of the subsidiaries were also amended, allowing them, subject to conditions, to market bundles that contain services of the Company. Subsequently, the Bezeq group started filing applications and receiving approvals for marketing such bundles.

On February 6, 2011, the Ministry of Communications published a consultation regarding proposed amendments to the licenses held by the Bezeq group in which it proposes to allow it to market bundled service offerings to the business sector following Bezeq's share of the business telephony sector falling below 85%.

Bezeq pays 012 Smile interconnect fees with respect to calls being made from Bezeq's fixed-lines to 012 Smile's VoB lines. Bezeq has raised the claim that it should not be required to pay 012 Smile interconnect fees because 012 Smile uses its infrastructure. Although the Ministry of Communications has determined that Bezeq should pay 012 Smile interconnect fees for calls originated from Bezeq fixed-lines to 012 Smile's lines at the same tariff as 012 Smile pays Bezeq, this determination will be reviewed by the Ministry of Communications, and there is no certainty that the Ministry of Communications will not reverse its determination that Bezeq should pay 012 Smile interconnect fees at then current rates or at all.

Changes in the regulatory and legal compliance environment could adversely affect 012 Smile's operations and business activities and could result in increased competition and reduced revenues and profitability.

012 Smile operates in a highly regulated industry in Israel, which limits its flexibility in managing its business. 012 Smile is subject to regulation regarding communications licenses, antitrust and arrangements pertaining to interconnection and leased lines. 012 Smile's business and operations could be adversely affected by decisions by regulators, in particular the Ministry of Communications as well as changes in laws, regulations or government policy affecting its business activities. Such actions could result in increased competition and expenses, and reduced revenues and profitability.

On January 10, 2011, the Ministry of Communications published a consultation regarding the pricing of international calls to mobile phone destinations. The Israeli international calls operators currently set higher rates for international calls to mobile phone destinations than those for fixed line destinations. In this consultation the Ministry proposes to regulate the price difference between international calls to mobile phone destinations and those for fixed line destinations in one of two possible manners: (1) setting a uniform maximal surcharge for international calls to mobile destinations to be added to cost of a call to fixed line destinations in each country or (2) requiring the mobile telephony operators to set a uniform call fee for both types of destinations to each foreign country.

If these proposals become regulations, 012 Smile would be forced to alter its pricing policies in order to conform to these regulations. The proposed change could reduce 012 Smile's revenues from international calls.

On February 13, 2011, the Ministry of Communications published a draft amendment to the Communications Law (Telecommunications and Broadcasting), 1982 which proposes to set a limit upon the early termination fees that telecom providers would be able to charge their subscribers. According to the draft amendment, the telecom licensees, including 012 Smile, would be able to collect an early termination fee of no more than 8% of the average subscriber monthly bill times the number of months left for the fulfillment of their full contract term. The draft law also seeks to apply this limit retroactively to contracts finalized before the proposed amendment would come into effect.

If this draft amendment is passed into law, 012 Smile would not be able to recoup the full value of benefits which were provided to its subscribers. This could also significantly harm 012 Smile's competitive position as it would create positive incentives for early termination of contracts by subscribers.

The current legislation in Israel grants the Ministry of Communications extensive regulatory and supervisory authority with respect to 012 Smile's business, as well as the authority to impose substantial sanctions, such as fines. As a result, the interpretation and implementation of laws and regulations as well as provisions of 012 Smile's licenses are subject to the administrative discretion of the Ministry of Communications.

Further risks and uncertainties result from the fact that changes in such laws, regulations or government policies may not be adopted or implemented in the manner that 012 Smile expects and may be further amended, interpreted or enforced in an unexpected manner or in a manner adverse to 012 Smile's business.

012 Smile depends on maintaining and renewing its existing regulatory licenses in order to fully conduct its business. 012 Smile's inability to maintain and renew its existing licenses would negatively impact its operations, revenues and profitability.

012 Smile's ability to offer its broadband and traditional voice services depends on its ability to maintain and renew the licenses it has received from the Ministry of Communications. Although 012 Smile is entitled to renew its licenses, such licenses are subject to many terms and conditions. Any renewal or extension is subject to the discretion of the Ministry of Communications and may be renewed or extended, if at all, on terms materially different to the terms under which 012 Smile now operates. Any such change in the terms and conditions of 012 Smile's licenses may materially and adversely affect its results of operations. 012 Smile's licenses may be suspended or revoked by the Ministry of Communications if it defaults under or violates their terms. Each license requires 012 Smile to adhere to certain requirements, which include the scope of services to be provided under the license, the amount of royalties to be paid to the Ministry of Communications, technical standards employed by 012 Smile in providing the services, maintenance and support procedures and protocols, 012 Smile's communications with customers and information to be provided to the Ministry of Communications on a regular basis.

The regulations promulgated under the Israeli Communications Law, 1982, (the "Communications Law"), apply to 012 Smile. These regulations restrict ownership of 012 Smile shares and who can serve as its directors. The regulations provide that a majority of 012 Smile's directors must be Israeli citizens and residents, Israeli citizens and residents must own at least 20% of its outstanding share capital and must have the right to appoint at least 20% of its directors. In addition, the licenses provide that, without the approval of the Ministry of Communications, no person may acquire shares representing 10% or more of 012 Smile's outstanding share capital. If these requirements are not complied with, 012 Smile will be in breach of its licenses and such licenses could be changed, suspended or revoked, and 012 Smile may also incur substantial fines.

The communications industry is constantly evolving. New technologies and processes may require additional licenses from the Ministry of Communications. 012 Smile's ability to introduce new services depends upon its ability to receive the appropriate licenses.

012 Smile's introduction of any new licensed services under an existing license must be authorized by the Ministry of Communications and is subject to a review period of up to 60 days, which period may be extended by the Ministry of Communications. Such review may cause 012 Smile to lose critical time in bringing new services to market. Furthermore, the Ministry of Communications may refuse to allow 012 Smile to introduce such new services or make the introduction of the services subject to various conditions.

While 012 Smile believes that it is currently in compliance with all material requirements of its licenses, the technical standards used to measure these requirements as well as other license provisions are subject to interpretation and 012 Smile cannot be certain of its compliance. Accordingly, 012 Smile cannot be certain that its licenses will not be revoked, will be extended when necessary, or, if extended, on what terms an extension may be granted.

012 Smile operates in the highly competitive communications industry with existing participants and potential participants that have significant resources and customers, and a regulatory authority that has encouraged new entrants, which could intensify price competition, increase 012 Smile's expenses and limit its ability to maintain or increase its market share.

012 Smile is subject to intense competition, which it expects will continue in the future. Moreover, 012 Smile's services are subject to regulation by the Ministry of Communications, whose policy is to encourage new entrants and not limit the number of licenses, which may continue to increase competition and may lead to further reductions in prices and fees charged to customers.

The Ministry of Communications has encouraged new entrants into the broadband access market. HOT, the incumbent local cable provider that offers cable-modem access has been granted an ISP license through one of its subsidiaries also allowing it to market bundled service offerings including its ISP service ("quadruple play").

According to the conditions contained in HOT's licenses, the marketing of a bundle of services which includes HOT's subsidiary's ISP services are subject to, inter alia: approval by the Director General of the Ministry of Communications for the requested bundle (or the Director General not objecting to it within a set period) and allowing the customer to purchase the ISP service on the same terms as those offered within the bundle.

HOT's entry into the market, considering its ability to market bundled service offerings including its ISP service, could significantly harm 012 Smile's competitive position in the broadband access market.

In March 2008, the Grunau Committee, which was appointed by the Ministry of Communications to consider and recommend the best means to promote further sustainable competition in the Israeli communications market, issued its recommendation to the Minister of Communications. The Grunau Committee's recommendations call for several structural changes within the communications markets, including local loop unbundling of Bezeq's infrastructure.

On August 13, 2008, Israel's Minister of Communications issued his decision to implement the recommendations of the Grunau Committee to increase competition in the communication market.

Following the recommendations of the Grunau Committee, in March of 2010, Israel's Minister of Communications appointed a public committee headed by Mr. Amir Hayek ("Hayek Committee") to provide the Minister with recommendations regarding local loop unbundling and other wholesale service (resale, bit-stream access and sub-local loop) tariffs. The Hayek Committee published its interim recommendations on March 3, 2011. In its interim recommendations the Hayek Committee proposes to cancel the structural separation regime as it applies to the fixed line sector and other sectors of the telecom market upon the implementation of a wholesale market in the Israeli telecom market. The Hayek Committee has also recommended that the regulation of Bezeq's retail tariffs would be based on a maximum tariff instead of the fixed tariff set currently.

Cancellation of the structural separation regime applicable to HOT and/or Bezeq and the setting of a maximum retail tariff, instead of the fixed fee currently set, could significantly harm 012 Smile's competitive position in the broadband access, local telephony, and international calls markets.

012 Smile expects other competitors, including companies that are not presently engaged in local and international telephony, will provide VoB services in the future when they receive the appropriate licenses from the Ministry of Communications, which could adversely impact 012 Smile's ability to increase its market share.

012 Smile also competes against established alternative voice communication providers, such as Skype, which are not subject to licensing restrictions in Israel, as well as independent voice over Internet protocol, or VoIP, service providers that may choose to sacrifice revenue in order to gain market share and may offer their services at lower prices or for free. Such competitive environment could intensify price competition and limit 012 Smile's ability to maintain or increase its market share of the local telephony market.

012 Smile operates in a market which already exhibits maturity and high user penetration, and it may have to offer price reductions and increase marketing efforts to attract and retain customers, which may have a negative impact on its profitability.

The Israeli communications market is mature, with both traditional voice and broadband access being particularly competitive segments of the communications market. 012 Smile's future revenues will depend significantly on its ability to retain existing customers, to sell those customers additional services, such as local telephony, to offer a wide range of enhanced communications services on an individual basis or as part of a bundle of multiple services, and to attract new customers from other providers. 012 Smile may not be successful in such efforts. In addition, the competitive market environment has required 012 Smile in the past and may require it in the future to adopt an aggressive marketing policy in order to attract a greater number of customers, including reducing its rates. If adopted in the future, 012 Smile cannot be certain that this strategy will be successful. Price reductions caused by increased competition, as well as the expenses associated with the marketing efforts required to attract and retain customers, may have a negative impact on 012 Smile's profitability.

012 Smile's operations depend on its ability to successfully expand and upgrade its network and integrate new technologies and equipment into its network. Any future system failures or difficulty in expanding or upgrading its network, or making new features available, could increase its expenses and negatively impact its financial results.

Capacity constraints within 012 Smile's networks and those of its suppliers have occurred in the past and will likely occur in the future. As the number of 012 Smile's customers using broadband services and the amount and type of information they wish to transmit over the Internet increases, 012 Smile may need to expand and upgrade its technology, processing systems and network infrastructure, which could be expensive and involve substantial management resources and capital expenditures. 012 Smile does not know whether it will be able to accurately project the rate or timing of any such increases, or expand and upgrade its systems and infrastructure in a timely and cost-efficient manner. Any future system failures or difficulty in expanding or upgrading 012 Smile's network, or making new features available could increase 012 Smile's expenses and negatively impact its financial results.

The broadband and traditional voice services markets are subject to rapid technological change, which could adversely affect 012 Smile's ability to compete and increase its expenses.

The markets in which 012 Smile competes are characterized by rapidly changing and converging technology, evolving industry standards, frequent new service announcements, introductions and enhancements and changing customer demands. New services and technologies may be superior to the services or technologies that 012 Smile uses and may render its services and technologies obsolete or require it to incur substantial expenditures to modify or adapt its services or technologies. The development and expansion of 012 Smile's services is dependent upon adopting new technologies and updating its systems to meet new standards. This can be a lengthy process involving long and complex evaluations and decision-making procedures that can continue over a number of months or even years. 012 Smile's future success will depend on its ability to continually improve the performance, features and reliability of its broadband and traditional voice services in response to competitive service offerings and the evolving demands of the marketplace.

The cost of implementing major infrastructure upgrade projects may fluctuate due to a number of variables over which 012 Smile has little or no control, and even though 012 Smile estimates the cost of such projects based on its previous experience, costs may exceed its estimations. Such fluctuations may be due to a lengthy or complex implementation process and/or the lack of commitment of sufficient resources of, or delays caused by, the ultimate supplier and could increase 012 Smile's expenses and have a negative impact on our results of operations or financial performance.

012 Smile is dependent on certain suppliers and if any of its arrangements with these suppliers are terminated, it may not be able to replace them on commercially reasonable terms or at all, which could increase 012 Smile's expenses and reduce its profitability.

012 Smile relies on a number of third-party computer systems, networks and service providers, including local and international telephony and cable companies. All broadband Internet access by 012 Smile's customers is, and will continue to be, connected through the infrastructure of local access providers, Bezeq and HOT, and is dependent on the open access policy of the Ministry of Communications. At present, the Ministry of Communications does not permit HOT and Bezeq to charge 012 Smile for use of their infrastructure. If such restriction is deregulated, 012 Smile may incur substantial costs, which may adversely affect its profitability.

012 Smile's ISP services are also dependent on the communications infrastructure owned and maintained by local access providers. Bezeq has suffered work stoppages on several occasions in recent years as a result of conflicts with its unionized employees. These work stoppages resulted in several days of interruption to the services 012 Smile provides. In addition, Bezeq, HOT and other infrastructure providers have suffered technical network failures in the past. A disruption in 012 Smile's customer access to Israel's fixed-line communications infrastructure could significantly impact the services that 012 Smile provides to its customers. An increase in 012 Smile's cost of access to Israel's fixed-line communications infrastructure could adversely impact its results of operations. 012 Smile also depends on third parties for the physical repair and maintenance of leased lines. If an interruption or deterioration in the performance of these third-party services occurs, 012 Smile's services may be disrupted.

Many of 012 Smile's services are dependent on the submarine infrastructure made available by Med Nautilus, which connects countries bordering the Mediterranean Sea to all major Western European countries and to the United States. Med Nautilus has an effective monopoly over the provision of international submarine services to the Israeli communications industry. Although prices in respect of maintenance and current capacity are agreed to on a long-term basis and 012 Smile's contract with Med Nautilus sets out the prices to be paid by 012 Smile for additional capacity for approximately two years, Med Nautilus has the ability to raise prices without 012 Smile being able to seek an alternative supplier for additional capacity.

Many of 012 Smile's relationships with third party providers are terminable upon short notice. In addition, many of 012 Smile's third party suppliers and communications carriers sell or lease services to its competitors and may be, or in the future may become, competitors themselves. If any of 012 Smile's arrangements with third parties is terminated, it may not be able to replace them on commercially reasonable terms or at all, which could increase 012 Smile's expenses and reduce its profitability.

012 Smile is exposed to risks relating to its network infrastructure and is dependent on services it receives from its external suppliers. If the level of service 012 Smile receives from its external suppliers decreases, it may not be able to maintain the quality and breadth of its services, which could reduce its revenues and harm its operations.

012 Smile's network platform is highly complex. Multiple faults occurring at the same time could severely affect 012 Smile's service. Although 012 Smile engineering staff is trained to operate and maintain 012 Smile's systems, there are numerous functions that they are unable to perform without external support. In addition, if the level of service 012 Smile receives from its external suppliers decreases, it may adversely impact 012 Smile's ability to properly maintain and operate its systems and therefore have a direct effect on its service. Also, as VoB technology continues to evolve, 012 Smile will be faced with the risks associated with the use of new software.

012 Smile does not have a direct network connection to all the possible call destinations around the world and depends on its business partners to connect calls generated by its customers to their final destinations worldwide. 012 Smile's level of service is largely dependent on the level of service it receives from its international partners with respect to both call completion as well as call quality. Although 012 Smile makes extensive efforts to ensure quality of the calls as well as the breadth of its services, 012 Smile cannot be sure that its partners will provide an adequate level of service, that it would be able to successfully replace a partner should that become necessary or that it will be able to maintain and increase the quality and breadth of its services.

012 Smile may be subject to challenges to its trademarks and may lose its ability to use key third party intellectual property rights, which could negatively impact its operations and harm its future growth.

012 Smile has various trademarks, trade secrets and copyrightable materials, as well as licenses to use third party software and trademarks. If 012 Smile is not successful in protecting its intellectual property, its business and financial results could suffer. There is no guarantee that trademarks 012 Smile uses will not be subject to infringement proceedings or that 012 Smile will obtain registration of other trademarks for which it may seek protection in the future.

012 Smile holds licenses to use various third party software and hardware products. 012 Smile cannot guarantee that renewal of these licenses or any licenses for additional software or hardware that may be required to operate its business will be available as needed. While 012 Smile's third party licensors have represented to it that they have the right to license their software and hardware, and in some cases have agreed to provide indemnification, 012 Smile cannot guarantee that its use of third party software and hardware does not infringe the rights of others. Application for some of 012 Smile's trademarks and service marks containing the SMILE logo were opposed in the past. While the opposition proceeding was terminated due to the failure of the opponent to file evidence, there is no assurance that oppositions or cancellation proceeding challenging the registration of such marks will not be filed in the future. Any infringement claims, even if unsuccessful, could result in damage to 012 Smile's reputation and the expenditure of significant financial and managerial resources.

012 Smile and its subsidiary are parties to legal proceedings, which could result in them being ordered to pay significant sums.

012 smile and its subsidiary are parties to legal proceedings, including class actions, which could result in them being ordered to pay significant sums, the amount of which cannot be estimated. Class action claims can reach large amounts given the significant number of consumers of 012 smile's services and a claim that relates to a minor loss for a single consumer can become a material claim for 012 Smile if it is certified as a class action applicable to all consumers or a significant portion of them.

012 Smile may be restricted in the conduct of its operations during periods of national emergency, which could negatively affect its business operations.

During periods of national emergency, the Ministry of Communications and other governmental authorities may issue various instructions regarding the use of 012 Smile's network, including the use of the network by the Israeli security forces. In addition, the Israeli Equipment Registration and IDF Mobilization Law, 1987 permits the registration, taking and use of engineering equipment and facilities by Israel's Defense Forces. These actions could adversely affect 012 Smile's business operations.

012 Smile conducts its operations in Israel and its business focuses on the Israeli audience, therefore our results of operations may be adversely affected by political, economic and military instability in Israel.

012 Smile and its subsidiaries are incorporated and based in the State of Israel and 012 Smile derives substantially all of its revenues from markets within the State of Israel. As a result, the political, economic and military conditions affecting Israel directly influence 012 Smile. Any major hostilities involving Israel, a full or partial mobilization of the reserve forces of the Israeli army, the interruption or curtailment of trade between Israel and its present trading partners, or a significant downturn in the economic or financial condition of Israel could have a material adverse effect on 012 Smile's business, financial condition and results of operations. Since the establishment of the State of Israel in 1948, Israel and its Arab neighbors have engaged in a number of armed conflicts. A state of hostility, varying in degree and intensity, has led to security and economic problems for Israel. Major hostilities between Israel and its neighbors may hinder Israel's international trade and lead to economic downturn. This, in turn, could have a material adverse effect on our operations and business. Ongoing violence between Israel and the Palestinians as well as tension between Israel and the neighboring countries may have a material adverse effect on 012 Smile's business, financial condition and results of operations. Many of 012 Smile's and our executive officers and employees in Israel are obligated to perform annual reserve duty in the Israeli Defense Forces and may be called for active duty under emergency circumstances at any time. If a military conflict or war arises, these individuals could be required to serve in the military for extended periods of time. 012 Smile's operations could be disrupted by the absence for a significant period of one or more of its executive officers or key employees or a significant number of other employees due to military service. Any disruption in 012 Smile's operations could adversely affect its business.

Actual and alleged health risks related to network sites and the use of mobile telecommunications devices, including handsets, could have a material adverse effect on our business, operations and financial condition.

A number of studies have been conducted to examine the health effects of wireless phone use and network sites, and some of these studies have been construed as indicating that radiation from wireless phone use causes adverse health effects. Media reports have suggested that radio frequency emissions from network sites, wireless handsets and other mobile telecommunication devices may raise various health concerns. While, to the best of our knowledge, the handsets that we market comply with the applicable laws that relate to acceptable Specific Absorption Rate ("SAR") levels, we rely on the SAR levels published by the manufacturers of these handsets and do not perform independent inspections of the SAR levels of these handsets. As the manufacturers' approvals refer to a prototype handset, and not for each and every handset, we have no information as to the actual level of SAR of the handsets along the lifecycle of the handsets, including in the case of repaired handsets. See also "Item 4. Information on the Company-B. Business Overview-Regulation-Other Licenses-Other Approvals". Furthermore, our network sites comply with the International Council on Non-Ionizing Radiation Protection standard, a part of the World Health Organization, which has been adopted by the Israeli Ministry of Environmental Protection.

Several lawsuits have been filed against operators and other participants in the wireless industry alleging adverse health effects and other claims relating to radio frequency transmissions to and from sites, handsets and other mobile telecommunications devices, including lawsuits against us. A class action was filed against us and three other operators alleging, among other things, that health effects were caused due to a lack of enough cell sites resulting in elevated levels of radiation, mainly from handsets. Another class action filed against us and two other cellular operators claimed, among other things, the opposite, that adverse environmental effects were caused by an excessive amount of cell sites that we erected. In both class actions the plaintiffs stressed that health damages are not a part of these claims. See "Item 8A - Financial Information - Legal and Administrative Proceedings". In addition, a tort claim was filed against the Company alleging that the use of handsets, under certain circumstances, results in elevated radiation which caused health damage. If this claim is successful, we may be subject to additional future litigation relating to these health concerns.

In February 2009, a municipal court ruled against one of our competitors, stating that there is no need for the standard burden of proof to prove damages from a cellular network site, and that under certain circumstances it would be sufficient to prove the possibility of damage in order to transfer the burden of proof to the cellular companies. To the best of our knowledge, the defendant appealed the ruling and the ruling was dismissed as part of a settlement between the parties. Although we were not a party to this proceeding, such rulings could have an adverse effect on our ability to contend with claims of health damages as a result of the erection of network sites.

The Ministry of Health published in July 2008 recommendations regarding precautionary measures when using cellular handsets. The Ministry of Health indicated that although the findings of an international study on whether cellular phone usage increases the risk of developing certain tumors were not yet finalized, partial results of several of the studies were published, and a relationship between prolonged cellular phone usage and tumor development was observed in some of these studies. These studies, as well as the precautionary recommendations published by the Ministry of Health, have increased concerns of the Israeli public with regards to the connection between cellular phone exposure and illnesses.

The perception of increased health risks related to network sites may cause us increased difficulty in obtaining leases for new network site locations or renewing leases for existing locations or otherwise in installing mobile telecommunication devices. If it is ever determined that health risks existed or that there was a deviation from radiation standards which would result in a health risk from sites, other telecommunication devices or handsets, this would have a material adverse effect on our business, operations and financial condition, including through exposure to potential liability, a reduction in subscribers and reduced usage per subscriber. Furthermore, we do not expect to be able to obtain insurance with respect to such liability.

Our subscriber growth rate, and consequently our revenue growth rate, has continued to slow, because Israel's mobile telephone services market is highly penetrated, making it more difficult for us to obtain new subscribers and retain existing subscribers.

Although Israel's mobile telephone services market has experienced substantial growth, and we have experienced substantial subscriber growth since our commercial launch in 1999, the Israeli market for mobile telephone services is now highly penetrated, and the growth of the overall Israeli market and of our own subscriber base has been slower than in the past. According to a recent report issued by a research company, at the end of the fourth quarter of 2010, Israel's mobile telephone market penetration is estimated to be approximately 129%. This includes dormant subscribers (up to six months) as well as subscribers who are not included in the Israeli population figures, such as Palestinians, visitors, and foreign workers as well as other service provider subscribers that also subscribe to another cellular network. While in the past our revenue growth has largely resulted from growth in the overall market, our future revenues will depend significantly on our ability to retain existing subscribers and to attract subscribers from the other mobile telephone network operators as well as on our ability to generate higher revenues from existing subscribers.

In the event critical elements of our mobile network are damaged or rendered non-operational, we may not be able to replace them or return them to service quickly and, as a result, we may not be able to provide telecommunications services to a substantial portion of our subscribers for an indeterminate period of time.

Some elements of our mobile network perform critical functions for broad sectors of our network operation, such as switching and data platforms. If such a critical element were damaged or ceased proper operation due to fire, water, earthquake or some other natural, technical or man-made cause including computer hackers, an entire sector of our network coverage may be rendered non-functioning, which means that we would not be able to provide telecommunications services to a substantial portion of our subscribers. Although we have prepared disaster recovery plans, it is not possible to determine in advance how effective such plans will be, and in particular how quickly we will be able to restore service. In the event we are unable to provide telecommunications services to a substantial portion of our subscribers for an extended period of time, our business and short- and long-term results of operations will be materially negatively affected.

Our purchase commitments pursuant to our non-exclusive agreement with Apple for the purchase and resale of iPhone handsets in Israel may adversely affect our financial results.

In June 2009, we entered into a non-exclusive agreement with Apple Sales International for the purchase and resale of iPhone handsets in Israel. Pursuant to the agreement, we agreed to purchase a minimum quantity of iPhone handsets per year, for a period of three years. These purchases will represent a significant portion of our expected handset purchases over that period. If the availability of handsets furnished by Apple is insufficient to meet our customers' demands, we may lose opportunities to benefit from demand for this product, and our unserved customers may migrate to our competitors. We are currently required to subsidize a substantial portion of the sales price of each iPhone handset that we sell. We expect to fund these subsidies with cash generated from operations, which will increase our expenses and decrease our available cash. The launch of the iPhone has increased our working capital requirements due to the build-up of handset inventory and since we expect to recover the purchase price of each iPhone handset over the customer's contract term rather than at the commencement of the contract. As a result, our liquidity may be adversely affected.

We could be subject to legal claims due to the inability of our information systems to fully support our tariff plans.

In order to attract and retain the maximum number of subscribers in our highly competitive market, we design specific tariff plans to suit the preferences of various subscriber groups. We require sophisticated information systems to record accurately subscriber usage pursuant to the particular terms of each subscriber's plan, as well as accurate database management and operation of a very large number of tariff plans. From time to time, we have detected some discrepancies between certain tariff plans and the information processed by our internal information systems, such as applying an incorrect rebate or applying an incorrect tariff to a service, resulting in a higher charge. We have invested substantial resources to refine and improve our information and control systems and ensure that our tariff plans are appropriately processed by our information systems. We have also taken steps to remedy the identified discrepancies. Despite our substantial investments, we may experience discrepancies in the future due to the multiplicity of our plans and the scope of the processing tasks. Further, while we invest substantial efforts in monitoring our employees and third-party distributors and dealers that market our services, it is possible that some of our employees, distributors or dealers may offer terms and make (or fail to make) representations to existing and prospective subscribers that do not fully conform to applicable law, our license or the terms of our tariff plans. As a result of these discrepancies, we may be subject to subscribers' claims, including class action claims, and substantial sanctions for breach of our license that may materially adversely affect our results of operations.

We are exposed to, and currently engaged in, a variety of legal proceedings, including several potential class action lawsuits related primarily to our network infrastructure and consumer claims.

In addition to a number of legal and administrative proceedings arising in the ordinary course of our business, we have been named as defendants in a number of civil and criminal proceedings related to our network infrastructure, which may result in civil liabilities or criminal penalties against us or our officers and directors, and consumer claims regarding, for example, our tariff plans and billing methods, which may result in significant monetary damages and civil penalties. The costs that may result from these lawsuits are only accrued when it is more likely than not that a liability, resulting from past events, will be incurred and the amount of that liability can be quantified or estimated within a reasonable range. The amount of the provisions recorded is based on a case-by-case assessment of the risk level, and events arising during the course of legal proceedings may require a reassessment of this risk. The Company's assessment of risk is based both on the advice of legal counsel and on the Company's estimate of the probable settlements amount that are expected to be incurred, if such a settlement will be agreed by both parties.

See "Item 8. Financial Information – Legal and Administrative Proceedings". Plaintiffs in some of these proceedings are seeking certification as class actions.

We are subject to the risk of intellectual property rights claims against us, including in relation to innovations we develop ourselves and the right to use content, including music content, which we have purchased from third parties who present themselves as the owners of the intellectual property rights included in the content, or as the representatives of the owners of the intellectual property, when in fact it may not be the case. These claims may require us to initiate or defend protracted and costly litigation, regardless of the merits of these claims. If any of these claims succeed, we may be forced to pay damages or may be required to obtain licenses for the infringing product or service. If we cannot obtain all necessary licenses on commercially reasonable terms, we may be forced to stop using or selling the products and services, which could adversely affect our ability to provide certain services and products.

The telecommunications industry is subject to rapid and significant changes in technology and industry structure which could reduce demand for our services.

We may face competition from existing or future technologies, including land-line and cordless technologies, satellite-based personal communications services, private and shared radio networks, broadband wireless access services, Voice over IP ("VoIP") services, wireless fidelity ("Wi-Fi") technologies, WiMAX, VoC, and other communications technologies that have the technical capability to handle mobile telephone calls and to interconnect with the land-line telephone network and internet networks. The effect of emerging and future technological changes, including the convergence of technologies and the introduction of new competitors with the ability to provide mobile telecommunication services to customers while mobile, on the viability or competitiveness of our network cannot be accurately predicted. The technologies we employ or intend to employ may become obsolete or subject to competition from new technologies in the future and competition from new technologies in the future may have a material adverse impact on our business and results of operations.

Moreover, global equipment vendors and internet providers have expressed their interest in penetrating the mobile industry and strengthening their position along the value chain. They intend to provide direct access to the end-user to a wide variety of applications and services. Such a change might adversely change our competitive position and increase the dominance of those new providers at the expense of cellular service providers. Changes in the industry value chain structure might result in an increase in our expenses as well as a decrease in our revenue generated from those services.

Unanticipated growth in subscriber demand for cellular data may require us to terminate or modify certain products or services and could require us to make unplanned investments.

As part of our strategy of evolving into a diversified multi-service communications and media service provider, we have developed services providing, and successfully encouraged subscriber demand for, Internet access and content and data consumption using 3G cellular phones, smartphones, data cards and ISP. However, in the event subscriber demand for data increases more rapidly than expected, we may need to develop strategies to avoid data traffic overloading the capacity of the network. Such strategies may include terminating or modifying certain products or services or undertaking significant unanticipated investments. In addition, regulatory developments seeking to ensure "fair usage" of the Internet for all persons may impose changes on the terms and conditions of certain of our current or future services. In the event of substantial, rapid growth in data consumption by our subscribers and the public generally, we may be obliged to adjust our product offering or undertake significant investments, both of which could have a material adverse effect on our financial condition or results of operations.

Operating a cellular telecommunications network involves the inherent risk of fraudulent activities and potential abuse of our services, which may cause loss of revenues and non-recoverable expenses.

There is an inherent risk of potential abuse by individuals, groups, businesses or other organizations that use our cellular telecommunications services and avoid paying for them. The effects of such fraudulent activities may be, among others, a loss of revenue and out-of-pocket expenses which we will have to pay to third parties in connection with those services, such as interconnect fees, payments to international operators or to operators overseas and payments to content providers. Such payments may be non-recoverable. Although we are taking measures in order to prevent fraudulent activities, we have suffered from these activities in the past, and we may suffer from them in the future. The financial impact of fraudulent activities that have occurred in the past has not been material. However, we cannot assure you that should fraudulent activities occur in the future, they will not materially affect our financial condition and results of operations.

We are dependent upon our ability to interconnect with other telecommunications carriers. We also depend on Bezeq and other suppliers for land-line transmission services. The failure of these carriers to provide these services on a consistent basis could have a material adverse effect on us.

Our ability to provide commercially viable cellular telephone services depends upon our ability to interconnect with the telecommunications networks of existing and future land-line, cellular telephone and international operators in Israel in order to complete calls between our customers and parties on the land-line or other cellular telephone networks. All land-line, cellular telephone and international operators in Israel are legally required to provide interconnection to, and not to discriminate against, any other licensed telecommunications operator in Israel. We have signed interconnect agreements with cellular telephone network operators in Israel, and with Israeli international operators, and in 2008, we signed an agreement with Bezeq for the provision of land-line transmission services which replaces an earlier transmission agreement. As regards interconnection to Bezeq's land-line network, we are currently operating without any formal agreements with Bezeq, and our day-to-day arrangements with Bezeq substantially conform to a draft interconnect agreement negotiated with Bezeq. In connection with the introduction of the new services that the Company began offering in 2009, we also depend on Bezeq's and HOT's land-line network in order to be able to provide those services. We also have an agreement with the international long-distance provider 012 Smile Telecom Ltd (formerly "Golden Lines (012) and since March 3, 2011, a wholly owned subsidiary of Partner), to carry all of our roaming related traffic. The agreement provides that Partner will route calls to its customers that are roaming abroad via 012 Smile Telecom Ltd. In addition, Partner will route outgoing international calls from foreign roamers hosted on Partner's network in Israel. Under the agreement, all international signaling traffic related to Partner's roamers abroad and foreign roamers hosted on Partner's network while visiting Israel will be also be routed through 012 Smile Telecom Ltd.

We have no control over the quality and timing of the investment and maintenance activities that are necessary for these entities to provide us with interconnection to their respective telecommunications networks. The failure of these or other telecommunications providers to provide reliable interconnections to us on a consistent basis could have a material adverse effect on our business, financial condition or results of operations. Disruptions, stoppages, strikes and slowdowns experienced by them may significantly affect our ability to provide cellular telephone services. The failure by our suppliers to provide reliable transmission services to us on a consistent basis could have a material adverse effect on our business, financial condition or results of operations.

Our marketing strategy is, in part, based upon the international Orange brand. If our license agreement terminates or is revoked, we will lose one of our main competitive strengths.

Our marketing strategy currently relies on the use of the international Orange brand. We can operate our business under the Orange brand only if we have the right to use it under the brand license agreement. Under this license agreement, we are required to comply with the orange brand guidelines. Based on the license agreement, we have the right to use the Orange brand as long as we are able and legally eligible under the laws of Israel to offer telecommunications services to the public in Israel. The brand license agreement may be terminated by mutual agreement, or at our discretion, or by Orange if a court determines that we have continuously materially misused the brand. In accordance with the brand license agreement signed on September 14, 1998, our right to use the Orange brand is royalty-free until 2013. Beforehand, during 2012, in accordance with the license agreement, the parties will negotiate the amount of royalty payments, which could be significant, if we decide to retain the orange brand. If the parties do not agree on the amount of royalty payments in accordance with the license agreement, the matter shall be escalated for determination by the Chief Executive Officers of the parties and if they fail to reach an agreement, the determination of royalty payments will be referred to an independent expert. . If we retain the Orange brand and are required to pay significant royalty payments, our results of operations may be adversely affected. If we decide not to retain the Orange brand we cannot assure you that we will be able to successfully build a new brand for our services in a timely manner.

We depend on a limited number of suppliers for our network equipment. Our results of operations could be adversely affected if our suppliers fail to provide us with adequate supplies of network equipment or maintenance support on a timely basis.

We purchased our network equipment, such as switching equipment, base station controllers and base transceiver stations and network software, from Ericsson and Nokia. As of January 2008, we purchase all our UMTS network equipment from Ericsson, and are therefore materially dependent on Ericsson as our sole vendor for our UMTS network. We cannot be certain that we will be able to obtain equipment from one or more alternative suppliers on a timely basis in the event that any of our suppliers is unable to satisfy our equipment requirements, or that the equipment provided by such alternative supplier or suppliers will be compatible with our existing equipment. Our results of operations could be adversely affected if Ericsson or one of our other key suppliers fails to provide us with adequate supplies of equipment, as well as ongoing maintenance and upgrade support, in a timely manner. In addition, our results of operations could be adversely affected if the price of network equipment rises significantly. In our experience, suppliers from time to time extend delivery times, limit supplies and increase the prices of supplies due to their supply limitations and other factors.

Our business may be impacted by shekel exchange rate fluctuations and inflation.

Substantially all of our revenues and a majority of our operating expenses are denominated in shekels. However, in recent years, approximately 25% of our operating expenses (excluding depreciation and amortization), including a substantial majority of our equipment purchases, were linked to non-shekel currencies, mainly the US dollar. These expenses related principally to the acquisition of handsets, where the price paid by us is based mainly on US dollars. In addition, a substantial majority of our capital expenditures are incurred in, or linked to, non-shekel currencies, mainly US dollars. A decline in the value of the shekel against the dollar (or other foreign currencies) could have a further adverse impact on our results, which may be material. Material changes in exchange rates may cause the amounts that we must invest to increase materially in shekel terms.

We have hedged a portion of our foreign currency commitments. As of December 31, 2010, the notional amount of our foreign currency derivatives was US\$ 94 million. Our derivative transactions are mainly designed to hedge short-term cash flows related to anticipated payments in respect of purchases of handsets and capital expenditures in foreign currency.

Our bank credit facility borrowings and repayments of principal and interest on our Series A Notes due 2012, Series B Notes due 2016, Series C Notes due 2018, Series D Notes due 2021 and Series E Notes due 2017 are currently in shekels, of which Series A, B and C are linked to the consumer price index ("CPI"). We may not be permitted to raise our tariffs pursuant to our license in a manner that would fully compensate for any increase in the CPI. Therefore, an increase in the rate of inflation may also have a material adverse impact upon us by increasing our financial expenses without an offsetting increase in revenue. We enter into derivative transactions in order to protect ourselves from an increase in the CPI. As of December 31, 2010, the notional amounts of our CPI derivatives were approximately NIS 80 million (or approximately 4.8% of our CPI exposure at that date).

See "Item 11. Quantitative and Qualitative Disclosures About Market Risk" for more information regarding the Company's exposure to exchange rate fluctuations and inflation.

We may fail to maintain effective internal controls in accordance with Section 404 of the Sarbanes-Oxley Act of 2002, which may have a material adverse effect on our operating results and our share price.

Our efforts to comply with the requirements of Section 404 of the Sarbanes-Oxley Act of 2002 relating to the evaluation of our internal control over financial reporting have resulted in increased general and administrative expenses and required substantial management time and attention. We expect these efforts to require a continued commitment of resources. If we fail to maintain the adequacy of our internal controls, we may not be able to conclude on an ongoing basis that we have effective internal control over financial reporting. Although our management has concluded that our internal control over financial reporting was effective as of December 31, 2010, we may identify material weaknesses or other disclosable conditions in our future control over financial reporting. Failure to maintain effective internal control over financial reporting could result in investigation or sanctions by regulatory authorities and significant effort and expense, and could have a material adverse effect on our operating results and on the market price of our ordinary shares.

The political and military conditions in Israel may adversely affect our financial condition and results of operations.

The political and military conditions in Israel directly influence us. Since the establishment of the State of Israel in 1948, a number of armed conflicts have taken place between Israel and its Arab neighbors. Hostilities involving Israel, the interruption or curtailment of trade between Israel and its trading partners and political instability within Israel or its neighboring countries are likely to cause our revenues to fall and harm our business. The establishment in 2006 of a government in the Palestinian Authority by representatives of the Hamas militant group has created additional unrest and uncertainty in the region. Repeated attacks by Hamas including missile strikes against Israel, led to an armed conflict between Israel and the Hamas in December 2008 and January 2009. Ongoing violence between Israel and its Arab neighbors and Palestinians may have a material adverse effect on the Israeli economy, in general, and on our business, financial condition or results of operations. In particular, in recent conflicts, missile attacks have occurred on civilian areas, which could cause substantial damage to our infrastructure network, reducing our ability to continue serving our customers as well as our overall network capacity. In addition, in the event recent political unrest and instability in the Middle East causes investor concerns resulting in a reduction in the value of the Shekel, our expenses in non Shekel currencies may increase, with a material adverse effect on our financial results.

Some of our directors, officers and employees are currently obligated to perform annual reserve duty. Additionally, all reservists are subject to being called to active duty at any time under emergency circumstances. We cannot assess the full impact of these requirements on our workforce and business if conditions should change, and we cannot predict the effect on us of any expansion or reduction of these obligations.

During an emergency, including a major communications crisis in Israel's national communications network, a natural disaster, or a special security situation in Israel, control of our network may be assumed by a lawfully authorized person in order to protect the security of the State of Israel or to ensure the provision of necessary services to the public. During such circumstances, the government also has the right to withdraw temporarily some of the spectrum granted to us. Under the Equipment Registration and Mobilization to the Israel Defense Forces Law, 1987, the Israel Defense Force may mobilize our engineering equipment for their use, compensating us for the use and damage. We cannot assure you that we are fully prepared for every disaster or emergency situation, or that we could recover fully from any such occurrence. This may materially harm our ability to provide services to our subscribers in such emergency circumstances, and would thus have a negative impact on our revenue and results of operations.

Moreover, the Prime Minister of Israel may, under powers which the Communications Law grants him for reasons of state security or public welfare, order us to provide services to the security forces, to perform telecommunications activities and to set up telecommunications facilities required by the security forces to carry out their duties. While the Communications Law provides that we will be compensated for rendering such services to security forces, the government is seeking a change in the Communications Law which would require us to bear some of the cost involved with complying with the instructions of security forces. Such costs may be significant and have a negative impact on our revenue and results of operations.

Our level of indebtedness could adversely affect our business and our liquidity.

At December 31, 2010, our total long-term indebtedness was NIS 3,666 million net of deferred charges including capital lease obligations and current maturities.

On March 3, 2011 the Company completed the acquisition of all of the issued and outstanding shares of 012 Smile from Merhav-Ampal Energy Ltd. ("Ampal"). The purchase price was NIS 650 million, which included the acquisition of all of the outstanding shares of 012 Smile and a shareholder loan to 012 Smile. As part of the acquisition, we also guaranteed the bank loans and other bank guarantees, which have been provided to 012 Smile, in a total amount of approximately NIS 800 million. According to the purchase agreement, 012 Smile assigned to Ampal the right to receive payments due from a third party in an amount of approximately NIS 40 million. The purchase assumes an enterprise value for 012 Smile of approximately NIS 1.45 billion. This includes fixed assets, intangible assets of customer relations, brand name, Rights of Use ("ROU") of international transmission cables and goodwill. Currently, 012 Smile has long term bank loan financing totaling approximately NIS 800 million. Following the acquisition of 012 Smile as described in "Item 5B. Liquidity and Capital Resources – Total Financial Debt", the Company's total financial debt increased to approximately NIS 5 billion.

Our substantial indebtedness could adversely affect our financial health by, among other things:

- increasing our vulnerability to adverse economic, industry or business conditions or increases in the CPI, particularly because a substantial portion of our borrowings is linked to the CPI;
- limiting our flexibility in planning for, or reacting to, changes in our industry and business as well as the economy generally;
- requiring us to dedicate a substantial portion of our cash flow from operations to service our debt, which reduces the funds available for dividend distributions and future business development; and
- limiting our ability to obtain the additional financing we need to operate, develop and expand our business.

If our future cash flows are not sufficient to allow us to pay principal and interest on our debt, we might not be able to satisfy our financial and other covenants and may be required to refinance all or part of our existing debt, use existing cash balances or issue additional equity or other securities. We cannot be sure that we will be able to do so on commercially reasonable terms, if at all.

We may not be able to fulfill our dividend policy in the future. If we implement our current dividend policy, we might reduce our future cash reserves, which may require us to borrow additional money.

We first distributed dividends in 2005, and we have distributed dividends in each subsequent year. On March 16, 2010, the Company's Board of Directors approved a dividend policy, targeting at least 80% payout ratio of annual net income for the year 2010. On February 22, 2011, the Board of Directors reaffirmed the dividend policy for 2011.

Under Israeli law, the payment of dividends is generally made from accumulated retained earnings or, retained earnings accrued over a period of the last two years (after deducting prior dividends to the extent not already deducted from retained earnings), and in either case, provided there is no reasonable concern that the dividend will prevent the company from satisfying current or foreseeable obligations as they come due. A dividend distribution that does not meet the above-mentioned conditions would be allowed only after receiving court approval and after providing debtors with the opportunity to present to the court any opposition to the dividend distribution.

There is no assurance that we will be able to continue paying dividends or increase our payment of dividends in the future, nor is there any assurance that our Board of Directors will not change our dividend policy in the future.

Our current dividend policy, if continued to be implemented, will significantly reduce our future cash reserves and may adversely affect our ability to fund unexpected capital expenditures. As a result, we may be required to borrow additional money, which may not be possible on attractive terms or at all.

If we are unable to fulfill our dividend policy, or pay dividends at levels anticipated by investors in our shares, the market price of our shares may be negatively affected and the value of our investors' investment may be reduced.

Our business results may be affected by a recurrence of a recession.

Most of our revenues are usage dependant. In 2009 we experienced a substantial decline in our roaming service revenues due in part to a reduction in incoming and outgoing tourism as a result of the global economic recession and also due to the decrease of outgoing minutes of our business subscribers. For further details see "Item 5A. Operating Results". If a recession reoccurs, usage of our services decreases and we cannot otherwise compensate for lost revenues, it may have a material adverse effect on our results of operations and financial condition. Furthermore, the recession may adversely affect third parties we rely upon in the provision of our services, including interconnecting telecommunication providers, roaming partners and services and equipment providers. If those providers fail to provide reliable and consistent services and/or equipment to us in accordance with the requisite standards of quality and on a timely basis, our ability to provide services to our subscribers may be reduced in scope and/or in quality until and inasmuch as an alternative provider can be found. An alternative provider and/or solution may involve additional expenses and/or investments on our part and/or may involve terms that are less favorable to us including reduced revenues. Particularly in light of current global economic conditions, there can be no assurance that we will be able to obtain additional bank loans, issue new corporate notes or securitize accounts receivable on acceptable terms or at all, which could have a material adverse effect on our cash flow and financial condition.

RISKS RELATED TO OUR PRINCIPAL SHAREHOLDER

46.05% of our shares and voting rights are indirectly controlled by a single shareholder.

As of January 31, 2011, our controlling shareholder, Mr. Ilan Ben-Dov, held indirectly 46.05% of our issued and outstanding shares and total voting rights as a result of his indirect control of Scailex Corporation Ltd. ("Scailex") and Suny Electronics Ltd. ("Suny").

As our largest shareholder, Scailex, who is also one of our main handset suppliers, has the ability to influence our business through its ability to virtually control all actions that require majority approval by the shareholders and through its representatives on our board of directors. Scailex is not obligated, however, to provide us with financial support or to exercise its rights as a shareholder in our best interests or in the best interests of our minority shareholders and noteholders, and it may engage in activities that conflict with such interests. If the interests of Scailex conflict with the interests of our other shareholders and noteholders, those shareholders and noteholders could be disadvantaged by the actions that this shareholder chooses to pursue. In addition, Scailex may cause our business to pursue strategic objectives that may conflict with the interests of our other shareholders and noteholders.

ITEM 4. INFORMATION ON THE COMPANY

4A. History and Development of the Company

We were incorporated in Israel under the laws of the State of Israel on September 29, 1997, as Partner Communications Company Ltd. Our products and services are marketed under the Orange brand. Our principal executive offices are located at 8 Amal Street, Afek Industrial Park, Rosh Ha'ayin 48103, Israel (telephone: 972-54-7814-888). Our website address is www.orange.co.il. Information contained on our website does not constitute a part of this annual report. Our agent for service in the United States is CT Corporation, 111 Eighth Avenue, New York, New York 10011.

Since our incorporation, we have achieved a number of important milestones:

- In April 1998, we received our license to establish and operate a cellular telephone network in Israel.
- In January 1999, we launched full commercial operations with approximately 88% population coverage and established a nationwide distribution.
- In October 1999, we completed our initial public offering of ordinary shares in the form of American Depositary Shares, and received net proceeds of approximately NIS 2,092 million, with the listing of our American Depositary Shares on NASDAQ and the London Stock Exchange. We used part of these net proceeds to repay approximately NIS 1,494 million in indebtedness to our principal shareholders, and the remainder to finance the continued development of our business.
- In August 2000, we completed an offering, registered under the US Securities Act of 1933, as amended, of \$175 million (approximately \$170.5 million after deducting commissions and offering expenses) in 13% unsecured senior subordinated notes due 2010. These notes were redeemed in August 2005.
- On March 31, 2001, we had over 1,000,000 subscribers.
- In July 2001, we registered our ordinary shares for trading on the Tel Aviv Stock Exchange.
- In December 2001, the Ministry of Communications awarded us two bands of spectrum: one band of GSM 1800 spectrum and one band of 2100 UMTS third generation spectrum.
- In June 2002, our license was extended until February 2022.
- In August 2003, we had over 2,000,000 subscribers.
- In December 2004, we commercially launched our 3G network.
- In March 2005, we completed a debt offering, raising NIS 2.0 billion in a public offering in Israel of notes due 2012.
- In April 2005, we repurchased approximately 33.3 million shares from our Israeli founding shareholders, representing approximately 18.1% of our outstanding shares immediately before the repurchase.
- In the third quarter of 2005, our Board of Directors and shareholders approved the distribution of our first cash dividend, in the amount of NIS 0.57 per share, totaling approximately NIS 86.4 million.
- In March 2006, we launched services based on the High Speed Downlink Packet Access ("HSDPA") technology. HSDPA is a technological enhancement to our 3G services that offers subscribers the ability to access our 3G services at higher speeds. The HSDPA technology has already been deployed to support up to 21 Mbps on the downlink and 5.76 Mbps on the uplink.

- In July 2006, we purchased Med-1 I.C.–1 (1999) Ltd.'s fiber-optic transmission business for approximately NIS 71 million (US\$16.8 million), in order to enable us to reduce our transmission costs as well as to provide our business customers with bundled services of transmission of data and voice and land-line services.
- In January 2007, we were granted a domestic fixed license by the Ministry of Communications, and in February 2007 we were granted a network termination point license.
- In December 2008 and January 2009, we launched three additional non-cellular business lines: Voice over Broadband ("VoB") telephony services, internet service provider ("ISP") services and Web VOD (video on demand).
- On October 28, 2009, Scailex Corporation Ltd. became our principal shareholder through acquiring the entire interest in the Company of our previous controlling shareholder. As of January 31, 2010, Scailex held 44.82% of our capital and voting rights. Scailex is indirectly controlled by Mr. Ilan Ben-Dov. See "Item 3D. Risk Factors – 46.05% of our shares and voting rights are indirectly controlled by a single shareholder".
- On February 22, 2010, the District Court approved the application submitted by the Company for a distribution in the total amount of NIS 1.4 billion (exceeding the surpluses for distribution) to the Company's shareholders ("the capital reduction"). Following the District Court's approval, a total amount of approximately NIS 1.4 billion or NIS 9.04 per share was paid on March 18, 2010, to shareholders and ADS holders of record on March 7, 2010, which resulted in a reduction of the shareholders' equity by an equal amount.
- On October 13, 2010, we entered into a share purchase agreement to acquire all of the outstanding shares of 012 Smile Telecom Ltd., an Israeli operator of international telecommunication services and local telecommunication fixed services and a provider of internet services. After receipt of approval from the Anti Trust Commissioner and the Ministry of Communications, the transaction was completed on March 3, 2011.

For information on our capital expenditures for the last three financial years, and for the principal capital expenditures currently in progress, see "Item 5B. Liquidity and Capital Resources – Capital Expenditures".

4B. Business Overview

In accordance with general practice in the cellular telephone industry, we use the term "subscriber", unless the context otherwise requires, to indicate a telephone or a data or video device, rather than either a bill-paying network customer, who may have a number of telephones connected to the network, or a cellular telephone user who may share a single telephone with a number of other users. "Subscriber" includes our pre-paid customers and our data card customers. As of January 2008, a pre-paid subscriber has been recognized as such only following the actual use of his pre-paid SIM card. References to the number of subscribers are stated net of subscribers who leave or are disconnected from the network, or who have not generated revenue for the Company for a period of over six consecutive months ending at a reporting date.

We were the first GSM mobile telephone network operator in Israel. We received our mobile telephone license in April 1998, commenced full commercial operations of our digital GSM cellular telephone network in January 1999 and on December 1, 2004, we commercially launched our third generation, or GSM, service. Since then, we have expanded rapidly, and on December 31, 2010, we had approximately 3,160 million subscribers, representing an estimated 32% of total Israeli cellular telephone subscribers at that date. During the twelve months ended December 31, 2010, we increased our customer base by approximately 3.9% with approximately 118,000 net active new subscribers joining the Company in 2010, compared to 144,000 net new subscribers in 2009. At December 31, 2010, approximately 72.5% of our customer base (approximately 2,290,000 subscribers) was represented by subscribers who subscribe to post-paid tariff plans and 27.5% (approximately 870,000 subscribers) by subscribers who subscribe to pre-paid tariff plans. As of December 31, 2010, the 3G subscriber base was approximately 1,549,000 subscribers (included in the subscriber data above) representing 49% of the total cellular subscriber base.

Beginning for the year 2009, we have organized our business into two segments:

- *the cellular business segment*, our core business, which represents the substantial majority of our total revenues. The cellular business segment includes all services provided over our cellular networks including airtime, interconnect, roaming and content services. In addition, the cellular business segment's activities include sales of relevant equipment including cellular handsets, datacards, modems (including built-in modems in laptops) and related equipment and accessories; and
- *the fixed line business segment*, which includes a number of services provided over fixed line networks including transmission services, Primary Rate Interface ("PRI") lines for business sector customers, VoB telephony services, and ISP services. Approximately 63,000 VoB and ISP subscribers joined the company during the ramp up period in 2009 and as of December 31, 2010, the Company had approximately 115,000 fixed line and ISP subscribers. (Subscribers to both cellular and fixed line services are counted separately for each service for the purposes of subscriber count)

We market our services under the Orange brand, which is licensed to us and has been used successfully in other markets around the world to promote cellular telephone services. Market surveys show that we have achieved strong brand awareness in Israel. We have also received awards recognizing our high standards of customer service. In 2010, we were named by Globes, a leading Israeli business daily newspaper, as the number-one communications brand in Israel for the eighth consecutive year. In 2010, we won the “best workplace” award in the telecommunication industry, an award granted to us by Business Data Information (“BDI”).

Our GSM/UMTS network covered 99% of the Israeli population at year-end 2010. We currently operate our GSM network in the 900 MHz and 1800 MHz bands and the UMTS network in the 2100 Mhz band. Our GSM services include standard and enhanced GSM services, as well as value-added services and products such as roaming, voice mail, voice messaging, color picture messaging, ringtone and game downloads, information services, and General Packet Radio Services (“GPRS”), which enables the packet transfer of data.

Our 3G network offers a wide range of services, such as video calls, a new portal of content services including a rich selection of video-based services and the transmission of data.

Special characteristics of the Cellular Telecommunications Industry in Israel

We believe that the following special characteristics differentiate the Israeli market from other developed cellular telecommunications markets:

- **High Cellular Phone Usage.** Israeli usage of cellular phones is relatively high compared to Western Europe in terms of average monthly usage per subscriber.
- **Calling Party Pays.** In Israel, only the party originating a telephone call pays for the airtime. Cellular telephone network operators do not charge subscribers to receive calls on their handsets, except while roaming. This encourages higher rates of cellular telephone usage.
- **High Ratio of Post-Paid Subscribers.** In Israel it is estimated that approximately 78% of the cellular companies' subscribers subscribe to post-paid plans, which is relatively high compared to the European average.
- **High Cellular Telephone Penetration.** Since 1994, the market has sustained a rapid annual rate of growth from a 2.6% penetration rate at year-end 1994 to an estimated penetration rate in Israel at December 31, 2010, of 129%, representing more than 9.9 million subscribers out of an estimated population of approximately 7.7 million. The total number of estimated cellular telephone subscribers includes dormant subscribers and subscribers to multiple networks as well as other subscribers who are not included in the Israeli population figures, such as Palestinians, visitors, and foreign workers.
- **Multiple Different Cellular Telephone Technologies.** The four cellular telephone licensees in Israel have systems based on multiple technologies. We are currently one of three Israeli network operators using GSM and UMTS systems. GSM is an advanced, internationally accepted technology, and according to an industry source, was used by more than 3 billion people worldwide as of December 31, 2009. Other technologies currently used by Israeli cellular telephone licensees include the N-AMPS analog, TDMA, CDMA and CDMA1x RTT, EVDO, D-AMPS, EDGE, UMTS/HSPA (HSDPA and HSUPA) and iDEN systems.
- **Favorable Geography.** Israel covers an area of approximately 8,000 square miles (20,700 square kilometers) and its population tends to be centered in a small number of densely populated areas. In addition, the terrain of Israel is relatively flat. These factors facilitate the roll out of a cellular network in a cost effective manner.
- **Strong Potential For Value-Added Services.** Published market data shows that the relatively young Israeli population has a propensity to accept and use high technology products. We believe that this characteristic of the Israeli population will facilitate further growth in the Israeli cellular telecommunications market as well as the acceptance of new value-added services as they become available on our network.

Our Strategy

We intend to continue to enhance revenues and profitability, and to continue to create value for our shareholders, customers and employees. In order to accomplish this, we intend to:

- **Evolve into a Diversified Multi-service Communications Group.** We are continuing to broaden and diversify our portfolio of products and services to evolve into a diversified multi-service communications and media service provider. In addition to our core business providing cellular telecommunications services, our services offering range now includes fixed-line telephony, transmission services, ISP services and other accompanying telecom and media services. The recent acquisition of 012 Smile will enable us to continue to focus on our current core business while 012 Smile will continue to focus on its current ILD, ISP and VOB businesses. In order to reach customers, we use our own mobile and fiber optic networks, leased access and transmission lines, or, with respect to VoB services, the existing infrastructure of Bezeq, the incumbent land-line operator in Israel, and HOT, the cable television operator in Israel. We also intend to further enrich our media and content offerings in order to attract new customers and increase the level of loyalty and satisfaction of our existing customer base. Our licenses to operate in various telecommunications areas enable us to provide a wide range of services that will potentially be used to create a bundle of telecom and other adjacent services which we believe will favorably affect our ability to limit cellular churn rates, increase customer loyalty, maximize the synergy between our lines of business and generate additional streams of revenues.

- **Broaden 3G Service Use and Our Subscriber Base.** The penetration rate in Israel is very high; however, we believe that we can increase our revenues from our existing customer base and also add new subscribers to our network. We believe that a major source of growth for us is additional revenues from our 3G and data card subscribers consuming more data and content services. We are leveraging our excellent reputation for network quality, innovation, and customer service to develop our 3G business in order to benefit from that growth. We consistently launch new 3G based products to attract new customers and to increase consumption of data services. We also aim to offer desirable content and to make our 3G services widely accessible and affordable.
- **Maintain Strong Branding.** We believe that a focused marketing strategy based upon strong branding for our products and services has substantially reinforced our subscriber growth and loyalty. We intend to continue to promote a strong brand. We also intend to support our branded image by continuing to focus on service, innovation and advanced technology.

Competitive Strengths

We believe that the following competitive strengths differentiate us from our competitors and will assist us in achieving our mission and implementing our strategies:

- **Wide variety of communication products.** We believe that our offering of VoB, ISP and VOD services, as well as our ILD services which will be provided by 012 Smile, strengthens our position in the communications market. Offering a wide variety of combined mobile and fixed-line data products and services will enable us to better compete with the bundled services of other players, increase customer loyalty, and serve as an additional source of revenue.
- **Focus on Customer Service.** We believe we provide quality customer service through quick, simple and reliable handling of customer needs and interactions, which we have achieved through investments in technology and training of customer service skills.
- **High Quality Network and Technology Leadership.** We believe that we set high standards for network quality and that our use of sophisticated network planning and optimization tools and techniques and our investment in dense base station coverage have produced a high quality network.
- **Strong Brand Identity.** Since the launch of full commercial operations in 1999, we have made a substantial investment in promoting our brand identity in Israel to represent quality, innovation and customer service. Our marketing activities have resulted in wide-scale recognition of our brand in Israel.
- **Strong Financial Performance and Financial Position.** Our net cash provided by operating activities less net cash used in investing activities has been NIS 1,021 million and NIS 1,472 million for the years ended December 31, 2009 and 2010, respectively.
- **Strong and Motivated Management Team.** We have been able to attract a number of Israeli senior managers from the telecommunications, high-tech and consumer products industries. Our management team is experienced and highly respected and, we believe, well-positioned to manage and lead the Company. We believe that our performance-based incentive package aligns the interests of senior management with those of our shareholders.

Acquisition of 012 Smile

On October 13, 2010, Partner signed a share purchase agreement with Merhav-Ampal Energy Ltd. and its wholly-owned subsidiary 012 Smile Telecom Ltd., according to which Partner was to acquire all of the outstanding shares of 012 Smile. On March 3, 2011, following the receipt of the approval of the Ministry of Communications, the acquisition was closed. 012 Smile is a leading Israeli telecommunications operator, providing international telecommunication services and local telecommunication fixed services, including telephony services using VoB access and internet services, with revenues of approximately NIS 1,112 million for 2010 during the 11 months starting February 1, 2012, the date on which 012 Smile's business activities began to operate under a new company. This number reflects revenues earned during the 11 months starting February 1, 2010, the date on which 012 Smile's business activities were transformed into what they are today. The company has an extensive experience in the Israeli communications market, a strong brand name in the ISP and international long distance market, a solid base of approximately 1.1 million customers subscribing to broadband, international long distance, and fixed-line telephony services. The purchase of 012 Smile is an important step in Partner's strategic transformation into a comprehensive communications group. 012 Smile provides a complimentary asset to Partner's current abilities by enhancing its ISP and its fixed line presence and by enabling Partner to secure a foothold in the international long distance calls market. We believe that the acquisition will strengthen our position towards other telecom groups and improve both our and 012 Smile's efficiency by capturing ISP and transmission synergy. In addition, the acquisition will allow Partner to offer its subscribers enhanced services which as a result we believe should increase ARPU and decrease churn rate.

The Ministry of Communications' approval of the acquisition requires structural separation among the Company and 012 Smile for a limited period of time. See "Item 3D. Risk Factors- We face risks associated with the acquisition of 012 Smile Telecom Ltd".

012 Smile at the date of acquisition had approximately 1,750 employees located in four main sites. 012 Smile operates under a license from the Minister of Communications.

The information regarding 012 Smile's business operations and financial results presented above has been provided to us by 012 Smile, without independent verification by us. See "Item 3D. Risk Factors -- Risks Relating to Our Business Operations -- We face risks associated with the acquisition of 012 Smile Telecom Ltd."

Marketing and Brand

We believe that a focused marketing strategy is critical to support our goal of sustaining our position as a leading provider of quality and innovative cellular communications solutions in Israel. Our marketing strategy is based upon the strong international Orange brand and emphasizes high value for money, network quality, feature rich services, simplicity, innovation, customer service and customer retention. In addition, since we entered the VOB/ISP businesses in 2009, the Company has undertaken a strategy of marketing our brand as an all inclusive telecommunications services provider. In carrying out this strategy we have made a substantial effort in promoting the Orange brand in Israel as a vehicle for differentiating our services from those of our competitors.

In order to carry out our strategy, we offer our subscribers competitive tariffs, technologies and services that we believe are advanced, including our 3G services and cellular data services through external or internal (in laptops) cellular modems and smartphones.

In order to promote our advanced new handsets, tariffs and services, we employ a large number of promotional activities and use a broad range of advertising media. During 2010 we continued to pursue extensive advertising presence in the media in order to maintain high exposure for our brand and advanced technologies. We also launched one of the largest community projects in Israel. This project was aimed at strengthening the bond between the Orange brand and its young audience, while supporting the community in which we live. During 2010, our main advertising activities focused on promoting the subscribership and usage of 3G and HSPA services, and of advanced mobile applications and content such as mobile broadband using data-cards and smartphones, as well as increasing loyalty among our customers. Our marketing strategy focuses on promoting our services to various segments of the Israeli population, and we have extended this strategy to our 3G services. We advertise our services in several languages. In addition to traditional media, we promote our brand and services by sponsoring and initiating cultural and community programs. We use the distinctive Orange brand logo in all our promotional activities and advertising. See "Item 4B. Business Overview—Intellectual Property".

Services and Products

Our principal business, which provides most of our revenues, is currently the provision of mobile telecommunications services in Israel, and our goal is to become a diversified multi-service communications and media service provider and offer our subscribers a wide range of sophisticated and easy to use services based upon the latest proven technology.

Our core service is cellular telephony service – provided on both our GSM/GPRS network and our UMTS/HSDPA network. Our basic offer includes domestic mobile calls, international dialing, roaming, voice mail, short message services, intelligent network services, content based on our cellular portal, data and fax transmission and other services. We are continually developing tailored value-added services to meet the special needs of our subscribers and to enhance our long-term relationship with our subscribers.

Our use of GSM, GPRS, UMTS and HSPA technologies enables high speed data transmission.. Our mobile services enable the streaming and downloading of rich applications and content and WAP browsing for 2G subscribers, while the 3G subscribers' services are enhanced by video and high quality audio capabilities. Our MMS services enable subscribers to send photos, multimedia and animation from handset to handset and from handset to web. We also offer high quality customer service, as well as handset repair and replacement services for equipment sold to our subscribers.

Our 3G network offers a wide range of services, such as video calls, a mobile portal of content services including a rich selection of video-based and MP3 based services under the Orange brand, and the transmission of data at speeds of up to 21 Mbps. We have concluded content agreements with a variety of content providers and suppliers in the Israeli television and entertainment industry.

In December 2008 and January 2009, we launched three additional non-cellular business lines: VoB telephony services that compete with fixed-line telephone services; ISP services that provide access to the internet as well as home Wi-Fi networks, VAS (value added services) such as mail and anti-spam filtering; and Web VOD providing premium on-demand video (mainly full-track feature films and television series' episodes), music tracks and games. See "Value-Added Services" below.

- Our management systems are certificated and monitored by IQC (The Institute for Quality and Control, an RVA accredited Certification Body authorized by Bureau Veritas Quality International) to the appropriate international standards:
- ISO 9001:2008, which focuses on fulfillment of clients and legal requirements;
- ISO 14001:2004, which coordinates our commitment to habitat and environment; and
- OHSAS 18001:2007, which directs our efforts to provide a safe and healthy work environment at our premises.

Our management systems won a citation in the Israeli Contest for Business Excellence (2005) for outstanding performance in implementing quality, environmental, health and safety as well as social accountability awareness. The common cornerstone to these joint systems is the full involvement and commitment of top management and personnel to comply with demands and continuous improvements in our performance and customer satisfaction.

Cellular Tariff Plans

Since the beginning of our full commercial operations in 1999, we have introduced cellular tariff plans aimed at bringing innovation to the Israeli cellular communications market. As of December 31, 2010, approximately 72.5% of our cellular subscriber base (approximately 2,290,000 subscribers) subscribed to post-paid tariff plans, and 27.5% (approximately 870,000 subscribers) subscribed to pre-paid tariff plans.

Our post-paid business tariff plans offer features attractive to business users such as charging fees based on airtime usage without adding the interconnect charges imposed by other cellular and land-line providers for calls made by our subscribers that terminate on third party networks, and providing discounts for calls to designated numbers within a subscriber's calling circle. In addition, we usually offer rebates on usage to customers joining these tariff plans.

During 2010, we launched an innovative tariff plan that includes a "bank" of minutes shared within the family and a bank of minutes for calling to other Orange subscribers.

The elements of our tariff plans for post-paid private customers are packaged and marketed in various ways to create tariff packages attractive to target markets, including families, military, teens, students and other sectors. Our tariff plans for private customers feature a certain number of free minutes for calls made between family members and special discounts on tariffs for calls among a limited number of family members or friends. They also offer limited handset subsidies. Based on an amendment to our license in March 2008, standard subscriber agreements with private customers have been shortened as of January 2009 to 18 months.

Under our pre-paid plans, upon purchase of a SIM card or phone card or prepayment by credit card, customers can use our network, including some of our value-added services, without the need to register with us or enter into any contract. Our pre-paid plans enable us to compete in the pre-paid cellular services market.

International Roaming

Israelis are frequent travelers, and Israel is a highly visited country. According to the Israel Central Bureau of Statistics, in 2010, more than 4.4 million overseas departures of Israelis were recorded, and almost 3.5 million people visited Israel during 2010. Roaming allows a mobile phone subscriber to place and to receive calls while in the coverage area of a network to which he or she does not subscribe and to be billed for such service by his or her home network. Facilitating international roaming was a primary design goal of the GSM system from its inception. A GSM roamer can therefore expect to enjoy substantially the same services, features and security while traveling as he does at home. We consider international roaming to be a significant source of revenue. The Ministry of Communications may introduce new regulations that would limit our revenues from roaming services.

At December 31, 2010, we had open commercial roaming relationships with 407 operators in 181 countries or jurisdictions. We also have agreements with satellite operators, providing global coverage, requiring the use of unique handsets. Creating roaming relationships with multiple operators in each country increases potential incoming roaming revenue for us and gives our subscribers more choice in coverage, services and prices in that country.

At December 31, 2010, our commercial roaming relationships included 167 3G roaming agreements in 78 countries, compared to 124 3G roaming agreements in 64 countries at year-end 2009. The 3G roaming agreements enable our 3G roamers to initiate video calls, high speed data and video and audio content while abroad. Since we operate our GSM services on the 900 MHz band, which is the most widely-used band among GSM operators worldwide in terms of handsets, and also on the 1800 MHz band, all of our roaming enabled subscribers may roam to most countries where we have roaming capability using their own handsets without modification. In some countries cellular networks use either the 1900 MHz band of GSM or other technologies (GSM 850, CDMA or UMTS) with which we have established international roaming. Our subscribers who own dual or tri-band handsets that work on GSM 1900 as well as GSM 900 may also use their own handsets in countries that deploy GSM 1900 frequency with networks using GSM 1900. Other subscribers who advise us of their intention to visit those countries are either loaned free of charge a compatible handset into which they insert their SIM, thus retaining their own phone number, phone book and all other regular features, or are given the option to rent such handsets at their destination upon their arrival. Since the launch of our 3G network, 3G networks around the world are becoming gradually available to our 3G subscribers.

See "Item 4B. Business Overview – Regulation" and also "Item 3D. Risk Factors – Risks Relating to the Regulation of Our Industry" for risks relating to the regulation of roaming tariffs.

Value-Added Services

In addition to standard GSM value-added services, including voice mail, Short Message Service ("SMS"), voice messaging, fax mail, call waiting, call forwarding, caller identification and conference calling, we currently offer and are developing a variety of additional value-added services. Value-added network services are important to our business as they create differentiating factors and increase customer usage and satisfaction. We continuously track all major market developments regarding value-added network services, and we intend to implement and offer those services that are likely to be popular with customers and which would add value to our business. Some of the value-added services that we offer are available only to subscribers who have certain handset models.

Starting in 2008, we expanded our value-added services beyond the cellular domain to include:

- **VoB.** This service allows users to make and receive telephone calls over the Internet through an ISP connection. Our service includes Quality of Service, which ensures high quality voice transmission regardless of the load on the internet connection, and a home gateway which is unique in the Israeli market for its range of sophisticated functionalities, including call hijack between the customer's fixed and mobile telephone lines.
- **ISP.** As an internet service provider, we offer our customers access to the internet and internet services through a separate communications network. Our ISP offering includes improved email accounts based on Google's Gmail service, home WiFi networking, anti-virus and site filtering based on the customer's restriction definition, and other value added internet services. To back up our offering, we have established a dedicated staff for installation and support, and also provide a direct connection to the Israeli backbone and international backbone.
- **Web VOD Services.** This service gives internet users (including those of other ISPs) access to our on-line media shop and enables them to view video items on their computers through internet streaming. Our on-line media shop offers premium on-demand video (mainly full-track feature films and television series' episodes), music tracks and PC (portable computer) and mobile games, under a variety of payment plans.

Our main focus throughout 2010 was to continue to expand our 3G and HSPA business in Israel and to enhance our relationship with our customers through active retention activities. To meet these goals, we have expanded our 3G handset portfolio to cater to several specific market segments, we have enhanced our content portal offering and we have launched several innovative retention activities including virtual application malls.

Our VoB, ISP and VOD services are available to all Israeli customers, not only to mobile customers, thus enabling us to reach more customers and grow our total customer base.

During 2010, the Company experienced an increase (as part of a global trend) in the purchase of cellular data packages that allows surfing and data consumption on the cellular network through lap-top computers, smartphones and tablets. The Company expects this trend to continue and to increase during the upcoming year.

Handsets

We provide handsets to our subscribers usually with rebates on usage. We currently offer a range of different handset models supplied by a number of manufacturers. We offer handsets to satisfy our subscribers' roaming needs in the 900 MHz, 1800 MHz and 1900 MHz bands, and in 2100 MHz (3G) as well. Not all handsets support all band ranges. We evaluate the technical features of every new cellular handset and, if we decide to make it available to subscribers, we obtain a type approval from the Ministry of Communications for such handset. We advise our sales representatives and dealers on compatibility and technical issues. All our handsets are Enhanced Full Rate ("EFR") compatible to provide high voice quality. All of our handset models have Hebrew language displays. We offer innovative handsets in our portfolio, including large screens with high resolution displays, high quality cameras with video capabilities, touch screen, large memory, embedded GPS, open operating systems (Symbian, android, ios, Blackberry os, Bada os) with enhanced applications, T.V. application and music library, backup application, messaging and internet applications and rich content in our portal and on the internet. Following the launch of our HSDPA network, we also sell smartphone handsets that enable customers to use content services with high-speed rates of data transmission, cellular modems and lap-tops with HSDPA embedded data cards and tablets.

Land-line Services

In addition to our cellular services, we provide, through our subsidiary Partner Landline Telecommunication Solutions, L.P., land-line transmission and data capacity services, using the transmission network we purchased from Med-1 I.C.I (1999) Ltd. in 2006 and have since continued to expand. Our land-line capacity also includes capacity which we lease from other land-line telecommunications service providers. The services we offer include primarily connectivity services by which we provide high quality, dedicated, point-to-point connection for business customers and telecommunications providers, as well as land-line services to business customers.

Customer Service

Our customer support and service provides several channels for our customers: call centers, walk-in centers and self-service support, which includes Interactive Voice Response ("IVR"), web-based services and automated SMS.

Call Centers. Guided by our aim to provide high quality service, our call-center services are divided into several sub-centers: customer segment (business, private and pre-paid) and specialized support and services (finance, network, international roaming and data transfer related issues). The call center services are provided in four languages: Hebrew, Arabic, English and Russian.

Walk-in Centers. We currently operate 33 Partner-owned service and sales centers across Israel. These centers provide a face-to-face, uniformly designed, contact channel and offer all services that we provide to customers: sales, handset upgrade, handset maintenance and other services (such as finance, rate-plan changes and subscription to new services). Lease agreements for our retail stores and service centers are for periods of two to five years. We have the option to extend the lease agreements for different periods including the initial lease period. See also Note 18(b) to our consolidated financial statements.

Self-Service. We provide our customers with various self-service channels, such as IVR, web-based services, services via SMS and services via WAP. These channels provide general and specific information, including tariff plans, account balance, billing-related information and roaming tariffs. They also provide customers information regarding trouble shooting and handset operation, and enable customers to activate and de-activate services and to download content.

All of our service channels are monitored and analyzed regularly in order to ensure the quality of our services and to detect areas that require improvement.

Sales and Distribution

We apply a multi-channel approach to target various market segments and to coordinate our sales strategy.

We distribute our services and products primarily through:

- direct sales channels, which consist of Partner-owned sales centers and business sales representatives; and
- indirect sales channels, which consist of traditional networks of specialized dealers and non-traditional networks of retail chains and stores.

Direct Sales Channels

Orange Sales and Service Centers: All of our walk-in centers serve as sales centers. The face-to-face contact enables customers to get the "feel and touch" of new handsets and services demonstrated by our representatives. The "feel and touch" approach enables us also to promote in particular our 3G products and services.

Direct Sales Force: Our sales force is comprised of service and sales representatives.

- A team of regional representatives and customer account managers, located in five regional offices, supports small to medium-sized businesses.
- A team of corporate representatives and customer account managers who support large corporate customers.
- A “door to door” sales-force located in four regional offices focuses on individual and small business customers.
- A telemarketing department conducts direct sales by phone (to private and business customers), initiates contacts to prospective customers and coordinates appointments for the sales representatives.

Our sales force undergoes regular training to improve their skills of selling advanced solutions such as cellular data, intranet extension and connectivity, virtual private networks, location based services, m2m services, and other value-added services that appeal to corporate customers.

In addition, as of December 31, 2010, we have 35 Orange stands in shopping centers throughout the country, as well as ten shops that specialize in sales and handset upgrades.

Indirect Sales Channels

At December 31, 2010, we had agreements with 46 traditional dealers providing 62 points of sale, selling a range of our products. The private dealer network is an important distribution channel because of its ability to attract existing cellular users to our network. Our dealer network focuses primarily on sales to individual customers and, to a lesser extent, small business customers. Most of our dealers specialize in sales for post-paid customers, and others specialize on sales for pre-paid customers and distribution of pre-paid handsets to sub-dealers. In addition, we have specific dealers that target different segments of the Israeli population with the appropriate style, language and locations. We provide regular training to employees of our dealers to update them on our products and services. Our dealer managers visit dealers on a regular basis to provide information and training, answer questions and solve any problems that may arise. We pay our dealers competitive commissions and provide handset subsidies. However, dealers are not entitled to commissions for any customers that terminate their service within 90 days of activation.

All indirect sales channels are supported by a specialized “dealer support” call center providing information, support and coordination of appointments of car-kit installations.

Customer Contracts and Credit Policy

As of January 2009 our standard subscriber agreements with private customers is for a period of 18 months. Most of our business customers sign 36-month contracts. Subscribers are billed monthly for airtime charges and charges per services. All customers are supervised by daily reports in order to display exceptional usage. Roaming access for direct debit subscribers is subject to credit scoring by Partner’s credit supervisors with the assistance of outside credit agencies and may require additional guarantees or deposits.

Our individual subscribers pay for their services by credit card or by direct bank debit. All credit card accounts are subject to an initial maximum credit limit each month, which varies depending upon the type of credit card and for which we obtain prior approval from the card issuer. When a subscriber account reaches this limit, we may seek approval from the card issuer. If the card issuer does not grant the approval, we may require the customer to provide other means of payment or arrange an increase in the approved limit from his credit card issuer. If this does not occur, the customer’s usage may be limited or suspended until we receive a cash deposit or guarantee from the customer.

All business subscribers can subscribe and pay for their services by credit card or direct debit. Customers acquiring more than ten handsets (or less in certain circumstances) are subject to a credit scoring review performed by Partner’s credit supervisors with the assistance of outside credit agencies.

Most of our subscribers pay for the handsets in 36 or 18 installments, which are charged directly to their credit card or to their monthly bill. If the customer opts to pay for the installment via his monthly bill, the outstanding installment payments are not secured. Under the terms of these contracts, customers who terminated their contracts prior to the expiration of the contract’s term and who have purchased a subsidized handset from our dealers or from us were charged for payment of the residual price of their handset. This charge reflects the difference between the price they paid for the handset, if any, and the list price, adjusted for the remaining number of months until the end of the contract term. A recent amendment to the Telecommunications Law allows subscribers who terminate their contracts prior to the expiration of the contract’s term to continue to pay out the installments of the handsets in accordance with the dates and amounts they would have paid had they not terminated the contract. See-“Item 4B. Business Overview-Regulation-Consumer License Amendments”.

Our Network

We have built an extensive, resilient and advanced network system in Israel, allowing us to offer our services with extensive coverage and consistent high quality. During the years ended December 31, 2009 and 2010, we made capital expenditures of NIS 375 million and NIS 251 million (\$71 million), respectively, in our network infrastructure, including optic fibers.

Overview

Third generation wireless communication, which offers full interactive multimedia capabilities at data rates of up to 384 Kbps, is bringing wire-free networks significantly closer to the capabilities of land-line networks. Improvements in coding and data compression technology will provide better voice quality and more reliable data transmission. UMTS is the global standard adopted for the implementation of third generation wireless telecommunications capable of data rates of 21 Mbps and is the 3G technology we use. HSPA is a technological enhancement to our 3G services that offers subscribers the ability to access our 3G services at higher speeds for downloading (HSDPA) and uploading (HSUPA) data.

Infrastructure

As of December 31, 2010, our GSM network consisted of 1,920 macrobase transceiver stations, 111 microbase transceiver stations and 505 indoor transceiver stations, all linked to 30 base station controllers. The base station subsystem is controlled by 11 cellular switching centers. Base transceiver stations, cellular switching centers and base station controllers are interconnected by approximately 3,500 transmission links. Ericsson and Nokia supply our base station controller and base transceiver station sites for our GSM and GPRS network.

As of December 31, 2010, our UMTS network consisted of 1,887 macrobase transceiver base stations, 43 microbase transceiver stations and 348 indoor transceiver stations, all linked to 8 radio network controllers. The base station subsystem is controlled by five mobile switching centers and eight media gateways. The base transceiver stations, the mobile switching centers and the radio network controllers are interconnected by approximately 5,500 transmission links. As of January 2008, Ericsson is our sole 3G UTRAN and core network equipment supplier, and we are progressively replacing equipment purchased from other suppliers with Ericsson equipment.

In addition, our network is interconnected with two public switched telephone companies, Bezeq and HOT, in several locations across Israel. Our network is also directly connected to the three cellular networks, the four Israeli international operators, the land-line telephone network of Paltel and the cellular network of Wataniya, and indirectly to the cellular network of Jawwal.

Our transmission network is made up of leased lines from Bezeq and other operators and our own microwave links and fiber optic infrastructure. Currently most of our transmission network consists of leased lines. Our fiber-optic transmission network enables us to reduce our transmission costs as well as to provide our business customers with bundled services of data and voice transmission and land-line services.

Our GSM and UMTS networks covered 99% of the Israeli population at year-end 2010. We are continuing to expand and improve the coverage, capacity and quality of our UMTS network.

Network Design

Our primary cellular network design objective is to further expand and improve our UMTS/HSPA cellular telephone network to provide high voice, video and packet quality, call reliability, high capacity and high coverage quality and to maintain technological advantages over our competitors. In formulating our network design objectives, we have been guided by our business strategy to continue to broaden the highest quality network. The quality parameters that we seek to satisfy are those that we believe are important to cellular phone users: voice quality, high data rate packet sessions, low "blocked call" rate, low "dropped call" rate and deep indoor penetration, especially in densely populated areas or areas of special commercial interest. The two main examined parameters used to measure network performance for voice and packet data are the setup call success rate and the dropped calls rate.

With these quality parameters in mind, we rolled out our UMTS/HSPA network starting in 2004, which shares locations with the GSM sites. In December 2007, we signed an agreement with LM Ericsson Israel Ltd. (Ericsson") for the replacement of third party 3G radio equipment existing in our network and in October 2010, we signed an agreement with Ericsson for the upgrade of existing networks and the deployment of our fourth generation network. Ericsson is currently the main 3G supplier of our network. See "Item 10C. Material Agreements".

We use monitoring probes and counters to ensure network quality.

Our transmission network design confers the following benefits: (i) necessary bandwidth for GSM and UMTS/HSPA services; (ii) resilience; (iii) use of high transmission rate back-bone routes based on Synchronous Digital Hierarchy; and (iv) the ability to utilize a new generation of sophisticated technology to optimize the system and increase capacity where necessary. Our switching architecture is based on two transit switches connected to all of our systems and platforms.

This infrastructure enables us to provide services to our customers such as call “hijack” which allows customers to retrieve incoming mobile line calls on their fixed line, improved email accounts based on Google’s Gmail service, anti-virus and site filtering based on the customer’s restriction definition.

In December 2008 and January 2009, we launched additional non-cellular business lines that target households in the Israeli market. We became an Internet Service Provider (ISP), providing internet to Israeli customers at their homes, over third parties’ existing network infrastructure. In addition to this service, we began providing fixed-line phone calls using VoB technology. The technology is based on the Nokia Siemens Next Generation Network (NGN) softswitch. In order to provide the fixed-line services, we developed a home gateway box (smartbox), that provides the customer with a setup of a home network WiFi based on the protocol 802.11n, FXS and DECT supported phones, and built-in firewall.

Spectrum Allocation and Capacity

Spectrum availability is limited and is allocated by the Ministry of Communications through a licensing process. Pursuant to the terms of our license and subsequent allocations, we were allocated 2x10.4 MHz in the 900 MHz frequency band, of which 2x4.8 MHz are shared with Jawwal which operates in the West Bank and the Gaza Strip. See “Item 3C. Risk Factors” for a discussion of the risks associated with regulatory developments in spectrum allocation.

We were also allocated two additional bands of spectrum: 2 x 10 MHz of GSM 1800 spectrum and 2 x 10 MHz and 1 x 5 MHz of UMTS/HSDPA third generation in the 2100 MHz frequency band. We operate GSM 1800 MHz band base transceiver stations that enhance the capacity of our GSM 900 MHz network, and improve our GSM 900 MHz network’s quality.

Enabling Systems

Our UMTS network offers advanced applications and services including, among others, a UMTS content portal offering a variety of services such as live TV channels, JAVA games, maps and directions application, wide range of music (MP3) services. We have installed a video gateway and a streaming server, enabling us to offer our customers a range of video services on UMTS handsets.

Site Procurement

Once a new coverage area has been identified, our technical staff determines the optimal base station location and the required coverage characteristics. The area is then surveyed to identify network sites. In urban areas, typical sites are building rooftops. In rural areas, masts are usually constructed. Technical staffs also identify the best means of connecting the base station to the network, for example, via leased or owned and operated microwave links or wired links leased from Bezeq. Once a preferred site has been identified and the exact equipment configuration for that site decided, we begin the process of obtaining necessary approvals.

The erection of most of these network sites requires building permits from local or regional authorities, as well as a number of additional permits from governmental and regulatory authorities, such as:

- erection and operating permits from the Ministry of Environmental Protection;
- permits from the Civil Aviation Authority, in certain cases; and
- permits from the Israeli Defense Forces.

See “Item 4B. Information on the Company–Business Overview–Regulation” for a description of the approvals that are required for the erection and operation of network sites and the requirement to provide indemnification undertakings to local committees.

Suppliers

Ericsson, together with its affiliates, is a major supplier of GSM equipment with cellular switching centers, base station controllers, base transceiver stations, transit transmission centers, operation support systems and transmission systems equipment. Ericsson is also our major supplier of GPRS network equipment, including GPRS support nodes and gateway GPRS support nodes and UMTS infrastructure equipment. On December 20, 2007, we entered into an agreement with Ericsson for the supply of 3G radio equipment to replace our existing Alcatel-Lucent 3G equipment and to expand our existing 3G network, as well as to provide support and maintenance for the Ericsson elements in our network. As a result, Ericsson became our sole supplier for our 3G network. On October 25, 2010, we entered into an agreement with Ericsson for the upgrade of our existing networks and the deployment of our fourth generation network in Israel. See “Item 10C. Material Contracts”.

Nokia-Siemens, together with its subsidiaries and/or its associated companies also supplies us base station controllers, base transceiver stations and network management system equipment, as well as equipment for our NGN network and 2G cellular telecommunications network. Nokia-Siemens also supplies us with switches for the land-line telephony services based on IP.

Bezeq supplies the Company with land-line transmission services for connecting traffic between 65% of the Company's sites and its switches.

Alcatel provides the Company with a pre-paid system that allows subscribers to pay set amounts in advance and thereby allows subscribers to manage their expenses for services.

In June 2009, we entered into an agreement with Apple Sales International for the purchase and resale of iPhone handsets in Israel. See "Item 10C. Material Contracts". During 2010, Apple became a major supplier of the Company's handsets (i-Phone).

During 2010, we purchased a substantial portion of our Nokia handsets from Eurocom Communications Ltd.

During 2010, we purchased all of our Samsung handsets from Scailex. See "Item 7B. Related Party Transactions—Transactions with Affiliates—Agreements with affiliates of Scailex".

We continue to purchase certain network components from various other key suppliers. We believe that our network suppliers' price structure is competitive with industry standards. See also "Item 3D. Key Information—Risk Factors—We depend on a limited number of suppliers for our network equipment. Our results of operations could be adversely affected if our suppliers fail to provide us with adequate supplies of network equipment or maintenance support on a timely basis."

Interconnection

All telecommunications providers with general licenses in Israel have provisions in their licenses requiring them to connect their networks with all other telecommunications networks in Israel. Currently, our network is connected directly with all other telecommunications networks operating in Israel.

We are currently operating without any formal interconnect agreements with Bezeq. Day-to-day arrangements with Bezeq substantially conform to a draft interconnect agreement negotiated with Bezeq. Bezeq is required by law not to discriminate against any licensed telecommunications operator in Israel with respect to the provision of interconnect services. We currently pay Bezeq an interconnection fee based on a tariff structure set forth in the Interconnection Regulations (Telecommunications and Broadcasts) (Fees for Interconnection) (2000).

We have formal interconnect agreements with all Israeli cellular and with the other land-line and voice over cellular companies. The interconnect tariffs are set forth in the Interconnection Regulations (Telecommunications and Broadcasts) (Fees for Interconnections) 2000 that imposes a uniform call interconnect tariff for all cellular telephone operators.

Our network is connected directly to Paltel and Wataniya and indirectly to Jawwal, the Palestinian land-line and cellular operators. The interconnect tariffs are set out in a commercial agreement.

For a discussion of the Ministry of Communications' reduction of interconnect tariffs see "Item 3D. Risk Factors- Our business and operating results have been adversely affected by reductions in call and SMS interconnect tariffs imposed by the Ministry of Communications, and may be further materially adversely affected by future regulatory developments in these areas" and "Item 4B. Business Overview – Regulation – Regulatory Developments- Reduction Of Interconnect Tariffs to Be Paid to Cellular Operators".

We have written interconnect agreements or operating arrangements with all of the international service providers serving Israel. The regulated interconnect tariff for incoming international calls was updated to NIS 0.0728 per minute, in line with the updates in interconnect tariffs for incoming domestic calls, effective January 2011.

One of our subsidiaries has a domestic land-line license. Our subsidiary is connected, directly with all other telecommunication networks operating in Israel. The interconnection fees are set by the Interconnection Regulations (Bezeq and Broadcasts) (Fees for Interconnection) 2006.

Competition

There are currently four cellular telephone network operators in Israel: Partner, Cellcom, Pelephone and MIRS. We compete with Cellcom, Pelephone and MIRS principally on the basis of telecommunications service quality, brand identity, variety of handsets, tariffs, value-added services and the quality of customer services.

The table below sets forth an estimate of each operator's share of total subscribers in the Israeli cellular market at December 31, 2006, 2007, 2008, 2009 and 2010.

Market Share*	2006	2007	2008	2009	2010
Partner	32%	31.7%	32%	32%	32%
Cellcom	34%	34.1%	35%	35%	35%
Pelephone	29%	29.0%	29%	29%	29%
MIRS	5%	5.2%	4%	4%	4%

* Based on information contained in published reports issued by, and public statements made by, Pelephone and Cellcom or by their respective shareholders and from Partner subscriber data. The number of subscribers of MIRS is estimated by Partner since MIRS does not disclose operating information.

Cellcom is an Israeli corporation whose major beneficial shareholder is Discount Investment Corporation Ltd, (DIC). DIC is a majority-owned subsidiary of IDB Development Corporation, which in turn is a majority-owned subsidiary of IDB Holding Corporation Ltd (IDB). The IDB group is one of the largest diversified business groups in Israel, whose indirect subsidiaries also operate in the Israeli communications market.

Cellcom operates nationwide cellular telephone networks based on GSM 1800 MHz/GPRS, D-AMPS, EDGE and UMTS/HSDPA HSUPA technologies.

Pelephone is an Israeli corporation wholly owned by Bezeq, the primary land-line operator in Israel that is controlled by B a company indirectly controlled by Shaul Elovitz, the controlling shareholder of Eurocom, which is the official distributor of the Nokia group in Israel. Pelephone, which was initially a non-GSM operator and had used CDMA-1x Real Time Technology, as well as the EVDO technology, launched in the beginning of 2009 a UMTS/HSPA network, which has strengthened its ability to compete in the provision of inbound and outbound roaming services as well as improved its competitive position in the market.

MIRS, an Enhanced Specialized Mobile Radio, or "trunking" network, holds a general license to operate as a mobile telephone operator. MIRS is an Israeli corporation whose major shareholder is Motorola Communications (Israel) Ltd. MIRS operates using an Enhanced Specialized Mobile Radio, or "trunking" iDEN network and has expressed its intention to roll out a WiMAX network subject to receiving a license. MIRS has also expressed its interest in upgrading its network to WiMax technology. In December 2009, Motorola sold MIRS, its wholly-owned subsidiary to the Altice Group, a French media group controlled by Patrick Drahi, who is also the principal shareholder of HOT. HOT's two main areas of activity are cable multi channel television broadcast and domestic fixed line telecommunication services. This transaction may contribute to the creation of another telecommunications conglomerate in Israel, which would increase competition in the market.

The Ministry of Communications has recently granted MVNO licenses to a number of companies and is expected to grant additional MVNO licenses, which will further increase competition. See "Item 3D. Risk Factors - We have been required to offer access to our network infrastructure to other operators, which has enabled new competitors, such as MVNOs, to enter the market, reduce our ability to provide quality services to our subscribers and negatively affect our operating results".

In September 2010, the Ministry of Communications published a tender for the allocation of UMTS frequency to additional infrastructure-based cellular operators in Israel. Four companies have submitted tender offers. See "Item 3D. Risk Factors- We have been required to offer access to our network infrastructure to other operators, which has enabled new competitors, such as MVNOs, to enter the market, reduce our ability to provide quality services to our subscribers and negatively affect our operating results" and "Item 4B. Business Overview-Regulatory Developments- Integrated Tender Committee For UMTS Frequency Allocation For An Additional Cellular Operator".

In addition, the Palestine Telecommunication Co. Ltd. ("Paltel") operates a GSM mobile telephone network under the name "Jawwal" in the Palestinian Administered Areas, as well as a land-line network. Paltel's GSM network competes with our network in some border coverage overlap areas. A second Palestinian operator, Wataniya, launched its GSM network during 2009. Several service providers offer competitive roaming solutions. The service is offered, inter alia, by the International Long Distance vendors as well as by specialized enterprises.

To the extent that land-line telephones are used instead of mobile telephones, we also compete with Bezeq, the incumbent land-line operator in Israel, HOT, the cable television operator in Israel, and other telecommunication services providers who are entering the land-line market. Bezeq holds 100% of the shares of Pelephone and Bezeq International, which may enable Pelephone and Bezeq and other affiliates of Bezeq to offer bundled services of land-line, mobile telephone and other telecommunication services, subject to regulatory approval. In the future other holders of licenses to provide land-line telephone services may enter the mobile telecommunications services market via MVNO and increase the level of competition we face.

In connection with our new services beyond the cellular market, following the acquisition of 012 Smile, there are currently two major fixed ISP providers in Israel that we compete with since entering this market: Bezeq International and Netvision. Partner and 012 Smile accounted together for approximately 35% of the ISP market, while the other two ISP providers accounted for approximately 65% of the ISP market.

The Ministry of Communications has granted several service providers with a trial license to provide VoC services. For a discussion of the risks created by our competitive environment, including risks arising in connection with government measures to increase competition, see “Item 3D. Risk Factors.”

Information Technology

We depend upon a wide range of information technology systems to support network management, subscriber registration and billing, customer service and marketing and management functions. These systems execute critical tasks for our business, from rating and billing of calls, to monitoring our points of sale and network sites, to managing highly segmented marketing campaigns. As our subscriber base has grown, we have devoted significant resources to expanding and enhancing our information technology systems, adopting and implementing new systems, including Customer Relations Management (“CRM”) systems, which have contributed to our customers’ satisfaction with our service, as well as updating our financial management and accounting system. We believe these systems are an important factor in our business success since our commercial launch.

While many of our systems have been developed by third-party vendors, all of them have been modified and refined to suit our particular needs. In certain instances, we have developed critical information technology systems internally to meet our specific requirements. For example, significant segments of our CRM and business information infrastructure were developed internally and were designed to integrate our customer service outreach with our overall sales and marketing effort. In other cases, conversely, we have outsourced responsibility for certain systems to third parties. Our “Vantive” CRM system is in the process of being replaced through a contract with IBM to implement a new CRM system based upon “Siebel” software. The migration to the new CRM system is still in progress. In connection with our transformation into a diversified multi-service communications provider, we intend to replace our current billing and CRM systems with systems that are better suited to our current and future needs.

Intellectual Property

We are the registered owners of the trademark “Partner” in Israel with respect to telecommunications-related devices and services, as well as additional trademarks. We have also registered several internet Web domain names, including, among others: www.partner.co.il and www.orange.co.il.

We have entered into a brand license agreement with Orange International Developments Limited, a subsidiary of Orange Limited, formerly Orange plc. Under this agreement, Orange International appointed us as a permitted user of its trademarks in Israel. Under this license agreement, we have the exclusive right to use the Orange brand in advertising and promotional materials in Israel. The term of the brand license began on July 1, 1998. The trademark license is royalty-free for the first 15 years of its term. In 2012, the parties are to discuss the royalties to be paid for a five-year term beginning July 1, 2013. In 2017, the parties are to again consider the royalties to be paid for an additional five-year term beginning July 1, 2018. If the parties do not agree on the amount of royalty payments, the determination of royalty payments is referred to an independent expert. Under this license agreement, we are required to comply with the Orange brand guidelines established by Orange International. We have the right to use the Orange brand as long as we are able and legally eligible under the laws of Israel to offer telecommunications services to the public in Israel. However, the license agreement may be terminated by mutual agreement, or at our discretion, or by Orange International if a court determines that we have materially misused the brand and we continue to materially misuse the brand after such determination of material misuse.

We have also entered into a brand support/technology transfer agreement with Orange Personal Communications Services Limited. Under this agreement, Orange Personal will provide us with information and expertise to support the orange brand in Israel at an agreed cost. See “Item 3D. Risk Factors– Our right to use the “orange” brand is royalty free only until 2013. After that time, we are likely to be required to pay royalty payments should we decide to retain the Orange brand. The amount of the royalties may be significant.” See also the risk factor related to 012 Smile and its trademark under “Item 3D. Risk Factors – We face risks associated with the acquisition of 012 Smile Telecom Ltd.”.

In addition, we are a full member of the GSMA Association. In conjunction with the promotion and operation of our GSM network, we have the right to use their relevant intellectual property, such as the GSM trademark and logo, security algorithms, roaming agreement templates, and billing transfer information file formats. We are eligible to remain a member of the GSMA Association for as long as we are licensed to provide GSM service.

REGULATION

Overview

We operate within Israel primarily under the Communications Law (Telecommunications and Broadcasting), 1982 (the “Telecommunications Law”), the Wireless Telegraphy Ordinance (New Version), 1972 (the “Wireless Telegraphy Ordinance”), the regulations promulgated by the Ministry of Communications and our license. The Ministry of Communications issues the licenses which grant the right to establish and operate mobile telephone and other telecommunication services in Israel, and sets the terms by which such services are provided. The regulatory framework under which we operate consists also of the Planning and Building Law, 1965, the Consumer Protection Law, 1981, and the Non-Ionizing Radiation Law, 2006. Additional areas of Israeli law may be relevant to our operations, including antitrust law, specifically the Restrictive Trade Practices Law, 1988, the Class Actions Law, 2006, and administrative law.

Telecommunications Law

The principal law governing telecommunications in Israel is the Telecommunications Law and related regulations. The Telecommunications Law prohibits any person, other than the State of Israel, from providing public telecommunications services without a license issued by the Ministry of Communications.

General licenses, which relate to telecommunications activities over a public network or for the granting of nationwide services or international telecommunications services, have been awarded to Bezeq, and to HOT, to the four cellular telephone operators and to the international operators. In addition, the Ministry of Communications has recently granted MVNO licenses to a number of companies and is expected to grant additional MVNO licenses.

The Ministry of Communications has the authority to amend the terms of any license. The grounds to be considered in connection with such an amendment are government telecommunications policy, public interest, the suitability of the licensee to perform the relevant services, the promotion of competition in the telecommunications market, the level of service and changes in technology. The Ministry of Communications may also make the award of certain benefits, such as new spectrum, conditional upon the licensee’s consent to a license amendment. The Ministry of Communications also has the authority to revoke, limit or suspend a license at the request of the licensee or when the licensee is in breach of a fundamental condition of the license, when the licensee is not granting services under the license or is not granting services at the appropriate grade of service or when the licensee has been declared bankrupt or an order of liquidation has been issued with respect to the licensee. Public interest may also be grounds for the rescission or suspension of a license.

The Ministry of Communications, with the consent of the Ministry of Finance, may also promulgate regulations to determine interconnect tariffs, or formulae for calculating such tariffs. Moreover, the Ministry of Communications may, if interconnecting parties fail to agree on tariffs, or if regulations have not been promulgated, set the interconnect tariff based on cost plus a reasonable profit, or based on each of the interconnecting networks bearing its own costs.

The Telecommunications Law also includes certain provisions which may be applied by the Ministry of Communications to general licensees, including rights of way which may be accorded to general licensees to facilitate the building of telecommunications networks or systems and a partial immunity against civil liability which may be granted to a general licensee, exempting the licensee, inter alia, from tort liability with the exception of direct damage caused by the suspension of a telecommunications service and damage stemming from intentional or grossly negligent acts or omissions of the licensee. The Ministry of Communications has applied the partial immunity provisions to us, including immunity in the event that we cause a mistake or change in a telecommunication message, unless resulting from our intentional act or gross negligence. The Ministry of Communications initiated a review to re-evaluate the scope of the immunity provisions.

The Ministry of Communications is authorized to impose significant monetary sanctions on a license holder that breaches a provision of its license, which breach causes, or may cause, significant harm to the public or to competition.

Frequency Fees. Under the Telegraph Regulations, the Company is committed to pay an annual fixed fee for each frequency used. The Company paid a total amount of approximately NIS 55 million, NIS 55 million, and NIS 59 million, for the years 2008, 2009 and 2010 respectively. In addition, during 2010, the company paid an amount of approximately 30 million in respect of previous years. See also note 18 (d) to our consolidated financial statements.

Royalties. Pursuant to the Telecommunication (Royalties) Regulations, 2001, we must pay royalties to the State of Israel every quarter based on our chargeable revenues, as defined in the regulation, from mobile telephone services (including, among other, airtime, monthly subscription fees, roaming services and non-recurring), on a cumulative basis, excluding value-added tax. Revenues for purposes of royalty calculation also exclude revenues transferred to other telecommunications license holders, bad debts, payments for roaming services to foreign mobile telephone operators and certain other revenues. The regulation provided a rate of 4% in 2003 and a rate of 3.5% in 2004 and 2005. In November 2004, the Ministry of Communications announced that from January 2006 the rate of royalties payments will be reduced annually by 0.5% to a level of 1%. For 2006 the rate was 3%, for 2007 the rate was 2.5%, for 2008 the rate was 2%, for 2009 the rate was 1.5% and for 2010 it was 1%. In January 2011, the regulations were amended so that the royalty rate shall be increased to 1.75% in 2011 and 2.5% in 2012. The amendment will be effective until the Director of the Ministry of Communications shall publish a formal notice that one of the following has occurred: (1) a cellular operator has begun to provide national roaming service; (2) an MVNO has begun to operate and the total market share of all MVNOs is at least 5%. If one of the above occurs, the royalty rate will revert back to 1%. This amendment does not apply to international operators, special fixed line operators and MVNOs.

Provisions prohibiting Partner from engaging in anti-competitive practices can be found in our license and in the licenses of the other telecommunications operators, in the various telecommunications regulations and in the Restrictive Trade Practices Law. Our license emphasizes the principle of granting users equal access to the systems of each of the operators upon equitable terms. The Telecommunications Law also provides certain protection against disruption of telecommunications services.

The Restrictive Trade Practices Law is the principal statute concerning restrictive practices, mergers and monopolies. This law prohibits a monopoly from abusing its market position in a manner that might reduce competition in the market or negatively affect the public. The law empowers the Commissioner of Restrictive Trade Practices to instruct a monopoly abusing its market power to perform certain acts or to refrain from certain acts in order to prevent the abuse. Bezeq has been declared a monopoly in certain markets, a ruling it failed to challenge successfully. For more information see "Item 3D. Risk Factors- We operate in a highly regulated telecommunications market which limits our flexibility in managing our business and may materially and adversely affect our business and results of operations".

The Israeli Commissioner of Restrictive Trade Practices expressed his view in the past, that the cellular telephone industry in Israel operates as an oligopoly and that the Israeli government should intervene to regulate prices. Such a finding could result in increased regulatory intervention (including with regard to tariffs and tariff practices), the application of certain limitations on our conduct and increased litigation. See "Item 3D. Risk Factors- Possible changes in the law could result in increased anti-trust regulation on the mobile telephone industry in Israel, which could have a material adverse effect on our revenues and financial results".

Regulatory Developments

See also "Item 3D. Risk Factors -- Risks Relating to the Regulation of Our Industry" for a discussion of how recent regulatory developments create risks for our financial condition, business and results of operations.

Reduction Of Interconnect Tariffs to Be Paid to Cellular Operators

Since September 2010, the interconnect tariffs payable to Israeli cellular operators by other Israeli telecommunications operators have been as follows:

- the maximum interconnect tariff payable by a telecommunications operator to a cellular operator for the completion of a call in its cellular network will be reduced from the current tariff of NIS 0.251 per minute to NIS 0.0687 per minute effective January 1, 2011; to NIS 0.0634 per minute effective January 1, 2012; to 0.0591 per minute effective January 1, 2013; and to NIS 0.0555 per minute effective January 1, 2014; and
- the maximum interconnect tariff payable by a telecommunications operator to a cellular operator for sending an SMS message to its cellular network will be reduced from the current tariff of NIS 0.0285 to NIS 0.0016 effective January 1, 2011; to NIS 0.0015 effective January 1, 2012; to NIS 0.0014 effective January 1, 2013; and to NIS 0.0013 effective January 1, 2014.

The tariffs do not include VAT and will be updated annually on January 1 of each year starting January 1, 2011 as follows: the tariffs will be linked to the Israeli Consumer Price Index ("CPI"), using the average annual CPI for the year 2009 (as defined by the Israeli Central Bureau of Statistics) as the basic CPI. The tariffs will be adjusted in accordance with the royalty rate paid by cellular operators as set in the relevant regulations. The monthly direct adverse affect of the reduction, without taking into consideration any mitigating steps and the possible significant indirect adverse affects, is estimated at approximately NIS 30-40 million on the Company's EBITDA and approximately NIS 20-30 million on the Company's net income.

On November 14, 2010, the Company filed a petition with the Supreme Court of Justice claiming that the Ministry of Communications 's decision to reduce interconnect tariffs is mistaken and unlawful and a hearing was set for June 2011. The Company has petitioned the Court to rescind the Ministry's decision and regulations or alternatively to amend them in such a manner so that the cost shall not be less than the actual cost. The Company cannot predict the ultimate outcome of the petition. See "Item 3D-Risk Factors- Our business and operating results have been adversely affected by reductions in call and SMS interconnect tariffs imposed by the Ministry of Communications, and may be further materially adversely affected by future regulatory developments in these areas".

Consumer License Amendments

After conducting a hearing process, in December 2010 the Ministry of Communications amended the conditions of the licenses of all the cellular telecommunication companies in Israel to include consumer amendments. The amendments include, among other matters, a requirement to include a summary of the main terms of the commitment agreement on the front page of the agreement, a prohibition to charge subscribers for services that they did not expressly sign up for and the provision of information in the monthly bill of business subscribers regarding the commitment period and exit fees that will need to be paid if the business subscriber terminates the agreement.

As part of an amendment to the Telecommunications Law, effective February 2011, subscribers with commitment agreements for no more than 100 telephone lines that terminate a commitment agreement during the commitment period may not be charged a penalty that exceeds 8% of the subscribers' average monthly bill for operator's services until termination, multiplied by the balance of the remaining number of months in the commitment period. In addition, such subscribers may not be denied benefits to which they would have been entitled had they not terminated the commitment agreement. For commitment agreements signed prior to February 1, 2011, these new provisions will apply to customers with no more than 50 telephone lines. In addition, the cellular operators will be prohibited from demanding immediate full payment of the remaining installments for the handsets upon the customers' breach of the commitment period, and the subscribers will be allowed to continue to pay out the installments in accordance with the dates and amounts they would have paid had they not terminated the agreement. We expect that these restrictions on subscriber exit fees are expected to increase the churn rate of post-paid subscribers.

As part of an amendment to the Telecommunications Law, effective January 2011 cellular companies are prohibited from selling locked handsets for use only with the company's sim card and must agree to unlock all handsets they have sold in the past, free of charge. It was further resolved, that this provision will not apply to a subscriber or group of subscribers that requested from the cellular operator in a specific and detailed request that this provision not apply to them.

Securities Administrative Enforcement

An amendment to the Israeli Securities laws, which came into force in January 2011, established administrative enforcement measures for handling certain violations of certain securities and securities-related laws supervised by the Israeli Securities Authority, or ISA. This amendment allows the ISA to impose various civil enforcement measures, including financial sanctions, payment to the harmed party, prohibition of the violator from serving as an executive officer for a certain period of time, annulment or suspension of licenses, approvals and permits granted under such laws and agreed settlement mechanism as alternative for a criminal or administrative proceeding. In case of a violation by a corporation, the amendment provides for additional responsibility of the chief executive officer in some cases, unless certain conditions have been met, including the existence of procedures for the prevention of the violation. The Company is prohibited from paying or indemnifying directors or senior officers for financial sanctions imposed on them in accordance with this amendment. The Company is studying the amendment and is in the process of examining its procedures for the prevention of such violations.

International call rates

The Ministry of Communications has also concluded after conducting a hearing process that effective July 31, 2010, cellular customers, like fixed-line customers, will be charged international call rates that will be determined by the international operators, and the international operators shall pass onto the cellular operators the charges for interconnect to the cellular networks that will be determined in the regulations. Customers will no longer be charged for airtime by the cellular operators. The Ministry of Communications' decision with respect to the reduction of interconnect tariff for cellular operators described above may have, inter alia, a further adverse affect on the Company's revenues from calls made by our customers while dialing abroad.

Bezeq

After conducting a hearing process, the licenses of Bezeq and its subsidiaries were amended in May 2010, to allow them to offer integrated packages of services to the private sector under certain conditions and restrictions. In general, the integrated service packages that Bezeq and its subsidiaries can offer will not be able to demonstrate a discount on the service prices so that subscribers will be able to acquire each service or package of services included in the integrated package separately under identical terms to the package terms. This allows Bezeq to offer customers a full range of bundled telecommunication services in one transaction, including landline services, cellular services, international call services, broadband access, broadband internet services and multi channel television services, an offer that the Company cannot compete with, including the ability to offer its subscribers competitive multi channel television similar to the services offered by YES satellite services. Such an offer may be attractive to existing subscribers and to potential subscribers of the Company in a manner that would decrease the recruitment of new subscribers for new products of the Company or increase the churn of existing subscribers.

Long Distance Services

In February 2011, the regulations prohibiting cellular operators from providing international services and prohibiting a cellular operator from having significant influence over an international landline (ILD) operator were amended to allow cellular operators to provide long distance services or have significant influence over an ILD operator upon the earlier of the following: December 31, 2012, or publication of a notification by the Director General of the Ministry of Communications with respect to one of the following (1) an MVNO has begun to operate; (2) an international operator can begin to operate as an MVNO. In addition, the Ministry of Communications may allow a cellular operator to have significant influence over an ILD before these conditions are met, provided that "structural separation" is maintained between the long distance operations and the cellular operator's business.

Network Neutrality

In July 2009, the Ministry of Communications published an instruction to cellular operators and ISPs in Israel to maintain "network neutrality" by avoiding any limitation on applications or protocol usage on the Internet or any other action which might be considered discriminatory against content providers or which might harm consumers. As part of an amendment to the Telecommunications Law, new provisions regarding this matter became effective as of January 2011.

The Ministry of Communications is also conducting hearings and examinations on various matters related to our business, such as:

- The Ministry of Communications is evaluating the cost of roaming and may introduce new regulations that would limit fees charged by Israeli cellular companies for calls made by the customers of foreign network operators while they are in Israel and using our network, as well for calls made by our own customers using their handsets abroad. The Ministry of Communications has requested additional and more specific international roaming data from the cellular companies. Because we consider roaming charges to be a significant source of revenue, such regulatory limits could adversely affect our revenues.
- The Ministry of Communications and the Council for Cable TV and Satellite Broadcasting have published a public hearing in order to determine whether there is a need to regulate the provision of video services over the internet which might compete with multiple channel television services.
- On August 31, 2009, the Ministry of Communications announced that it would conduct a public hearing process regarding the regulation of broad band access services over cellular networks. Currently, a customer who obtains broad band access services over a cellular network must purchase both the broad band infrastructure and the ISP services from the cellular operator (which has itself entered into an agreement with an ISP provider), whereas a customer who obtains broad band access services over a fixed line network can purchase the broad band infrastructure and the ISP services from different vendors. The Ministry of Communications is examining the current method by which broad band access services based on cellular networks are provided to customers and has asked for public comments with regard to the current framework, as well as regarding possible alternative regulatory frameworks. As a result of this hearing, new regulations regarding broad band access services over cellular services could be introduced. We cannot assure you that, if introduced, such regulations would not adversely affect our business or operating results. See "Risk Factors – Risks Relating to the Regulation of Our Industry – We operate in a highly regulated telecommunications market which limits our flexibility in managing our business and may materially and adversely affect our business and results of operations".
- In March 2010, the Ministry of Communications began conducting a hearing in order to allow exclusive general licensees, mobile radio telephone licensees, and domestic land-line licensees to supply VoB services to subscribers that are abroad, through a telephone number that will be allocated to them by the licensee. The licensees have submitted their positions to the Ministry of Communications.
- In October 2010, the Ministry of Communications published a hearing regarding the technical arrangements for national roaming which will be reflected in an amendment to the cellular operators' licenses. The Company submitted its initial response on November 25, 2010 and its second response on January 25, 2011.
- In December 2010, the Ministry of Communications published a hearing regarding the granting of VoC licenses either as part of MVNO licenses or by granting a general special license for the provision of national fixed telecommunication services. The Company submitted its response in January 2011.

- The Ministry of Communications is conducting a re-assessment of the frequency fees set forth in the law in order to support effective allocation and the utmost utilization of the frequencies.
- In February 2011 the Ministry of Communications published a hearing regarding the increase of transparency with regards to the data speed promised by ISPs in uploading and downloading data over the internet and by cellular operators who provide cellular internet services. In accordance with the hearing, the publication with regards to the minimum data service speeds shall be similar to those of the maximum speeds and shall include a clear notice that in order to use the said speed, the customer must order separately the service from his infrastructure provider with corresponding speed.
- In February 2011, the Ministry of Communications published a hearing regarding allowing Bezeq and its subsidiaries to offer integrated packages of services to the business sector under certain conditions and restrictions.
- In March 2011, as part of the consumer license amendments to the licenses of all the cellular telecommunication companies, the Ministry of Communications published a hearing regarding subscribers' requests for services by enrollment in either the cellular operators' website or the content providers' websites and the required documentation for the said enrollment.

On July 15, 2010 the following governmental resolutions were passed:

- The Ministry of Communications shall examine the possibility of shortening the commitment period for subscribers so that they do not exceed 12 months. The Ministry of Communications is expected to publish a hearing on the matter during 2011.
- An inter-ministry committee headed by the director of the Ministry of Communications shall be established to submit recommendations regarding a model for cellular infrastructure sharing, including necessary statutory amendments and submit such recommendations for the government's approval by March 31, 2011. The Company has submitted its position.
- An inter-ministry committee shall be established to examine the implementation of vacating frequencies for 4th generation cellular activities including frequencies in the 2,500 Mhz-2,700 Mhz, while examining the possibility for compensation.
- In order to increase transparency in the cellular market, and facilitate the consumers' ability to choose telecommunication services, the Minister of Communications shall conduct periodic comparisons between the service prices of the cellular operators and bring this to the public's attention on the ministry's website. The ministry should publish on its website at the beginning of each year a report regarding the service levels and prices provided to cellular subscribers including changes in price levels, consumer complaint details that were received by the ministry regarding the activity of a cellular operator and details of breaches and monetary sanctions imposed by the ministry on cellular operators.

Public Committee for the Examination of the Tariffs for Different Segments In the Wholesale Fixed-Line Market and Bezeq's Tariffs and its Tariff Structure

In March 2011 a public committee was appointed by the Ministry of Communications to examine increasing the potential competition in the communications market, and upgrading the broadband infrastructure in Israel by means of: (1) regulating all activity of license holders on the infrastructure of general internal operator license holders; (2) simplifying and increasing the certainty of regulation in the area of fixed communications, while adapting it to the technological progress and changes in the market; (3) institutionalizing a uniform regulation, as much as possible, towards the different operators; (4) lowering the entry barriers in all market levels for new factors, which are not owners of universal infrastructure and (5) increasing the consumer transparency.

The committee published its interim recommendations on March 3, 2011, and proposed, among other measures, the following recommendations: (1) the obligation of structural separation in the fixed communications area, as well as in other areas of the industry, be revoked. This would not apply to the multi-channel television, which would be revoked only after television activity using the internet infrastructure will be allowed; (2) the supervision over Bezeq's wholesale tariffs will be determined based on the system of a maximum tariff, and not the system of a constant tariff, in accordance with the provisions of paragraph 15a of the Communications Law. This would be executed immediately, independent of any other issue stated in this document. The ministers will be updated on a regular basis regarding the development of competition in the market, and will receive a focused report every six months, in order to allow intervention in case of a decline in the rate of the competition. The committee is considering the formulation of a gradual settlement, which is subject to clear, quantifiable and transparent milestones, for the deregulation of tariffs, by means of defining tariffs by regulations, and transitioning to tariff supervision by virtue of paragraph 17 of the Communications Law; (3) holders of general fixed line licenses will provide services and allow the use of the infrastructure required to facilitate the activity of other license holders in providing services to end-customers.

Broadband access service will be provided immediately (for example through xDSL or the cable network access service) in a manner that will enable operation and control by the service provider who can manage the service, and is not the owner of the infrastructure. The infrastructure provider will be required to provide all that is needed apart from the line itself, in order to allow the transparency required for the control and management of the service.

Integrated Tender Committee For UMTS Frequency Allocation For An Additional Cellular Operator and National Roaming

Further to a tender committee that was appointed by the Ministry of Communications in May 2010 to allocate UMTS frequency to additional cellular operators, in September 2010, the Ministry of Communications published a UMTS frequencies allocation tender offer in the 2100 Mhz spectrum for two additional cellular operators. Offers were submitted by four candidates. Participation in the Tender was allowed only for new operators and MIRS. Other existing cellular operators were not allowed to participate. The winners will be awarded a general license for the provision of cellular services (in the case of MIRS, its current license will be amended). The Tender does not set a completion date for the tender process. In order to reduce entry barriers while penetrating the cellular service market, the winners shall be awarded various benefits and leniencies, such as low minimum license fee and a reduction mechanism of the license fee offered to the winner (to the minimum fee set) based on the market share gained by the winner in the private sector over 5 years after being awarded the license.

In accordance with an amendment to the Telecommunications Law, new provisions became effective January 2011 requiring existing cellular operators, to allow the new operator use of the public telecommunication networks of the existing cellular operators when the new operator begins providing cellular service not through roaming, to an area with at least 10% of the population and in accordance with the conditions set forth in the amendment. These roaming services will allow the new licensee to provide its subscribers with services also in areas in which it does not yet have its own infrastructure. The existing cellular operators must allow national roaming for a period of 7 years that can be extended by an additional 3 years by the Ministers of Communications and Finance. The amendment also requires that the new licensee provide cellular services not through roaming services to an area that is at least 40% populated within 4 years of the grant of the license. Regulations regarding the amount of roaming charges to be paid will be set by the Ministers of Communications and Finance by February 1, 2012.

This regulatory initiative may increase the likelihood of additional new competitors in the mobile telephone market in Israel. Our capacity is limited, and if we will be required to share our sites and infrastructure with other operators, as a result of the Ministry of Communications' decision of this hearing, the services to our subscribers may be harmed or we may be required to invest additional capital in order to enable additional use of our network. If we fail to agree with new operators that are given access to our network regarding the tariffs and additional conditions for the usage of our infrastructure, the Ministry of Communications may impose tariffs as well as the terms and conditions of such usage. If the Ministry of Communications sets those tariffs too low, this may adversely affect our financial condition.

In absence of an agreement between the new cellular operator and any of the existing cellular operators regarding the tariff for the national roaming, this tariff shall be set at the same rate as the Interconnect Tariff that will be in effect at that time, until the final determination by the Minister of Communications, due no later than February 1, 2012. If the final tariff determined by the Minister of Communications will be higher or lower than the Interconnect Tariff, the new cellular operator will either pay the difference to the existing cellular operators or be reimbursed for the difference.

Accessibility for Disabled Persons

The Company has been notified that the Labour, Welfare and Health Committee of the Israeli Parliament is conducting proceedings regarding the enactment of accessibility regulations based on the Equality Law for Disabled Persons. Such regulations will address issues including physical accessibility to our customer service centers as well as to information such as forms, pamphlets and telephone customer services. We believe that the costs required to comply with such regulations may be significant. The regulations under discussion allow relief to disabled persons against non-compliant companies of NIS 50,000 without having to prove damages and may provide grounds for class actions.

Our Mobile Telephone License

On April 7, 1998, the Ministry of Communications granted to us a general license to establish and operate a mobile telephone network in Israel. The Ministry of Communications amended our license in February 2002 to include the provision of 3G services by us and extended our mobile telephone license through 2022.

Under the terms of the amended license, we have provided a \$10 million guarantee to the State of Israel to secure the Company's adherence to the terms of the license.

On March 9, 2005, our license was further amended. The principal elements of this amendment are as follows:

- Our founding shareholders and their approved substitutes must hold, in the aggregate, at least 26% of each of our means of control. Furthermore, the maintenance of at least 26% of our means of control by our founding shareholders and their approved substitutes allows Partner to be protected from a license breach that would result from a transfer of shares for which the authorization of the Ministry of Communications was required, but not obtained.
- Israeli entities from among our founding shareholders and their approved substitutes must hold at least 5% of our issued and outstanding share capital and of each of our means of control. "Israeli entities" are defined as individuals who are citizens and residents of Israel and entities formed in Israel and controlled, directly or indirectly, by individuals who are citizens and residents of Israel, provided that indirect control is only through entities formed in Israel, unless otherwise approved by the Israeli Prime Minister or Minister of Communications.
- At least 10% of our Board of Directors must be appointed by Israeli entities, as defined above, provided that if the Board of Directors is comprised of up to 14 members, only one such director must be so appointed, and if the Board of Directors is comprised of between 15 and 24 members, only two such directors must be so appointed.
- Matters relating to national security shall be dealt with only by a Board of Directors committee that has been formed for that purpose. The committee includes at least 4 members, of which at least one is an external director. Only directors with the required clearance and those deemed appropriate by Israel's General Security Service may be members of this committee. Resolutions approved by this committee shall be deemed adopted by the Board of Directors.
- The Ministry of Communications shall be entitled to appoint an observer to the Board of Directors and its committees, subject to certain qualifications and confidentiality undertakings.

In March 2007, our license was further amended. Among the changes was a requirement not to provide access to services, whether from Partner or a content supplier, if the subscriber has not specifically requested access to such service and for which there is a significant charge to the subscriber. We must also inform subscribers that they have the ability to block access to such services.

Term. Our license authorizes us on a non-exclusive basis to establish and operate a mobile telephone network in Israel. A mobile telephone network is a wireless telephone network through which mobile telephone service is provided to the public. Our license allocates to us specified frequencies and telephone numbers. Our license was originally valid for a period of ten years (until April 2008), but has been extended until 2022.

The license may be extended for an additional six-year period upon our request to the Ministry of Communications, and a confirmation from the Ministry of Communications that we have met the following performance requirements:

- observing the provisions of the Telecommunications Law, the Wireless Telegraphy Ordinance, the regulations and the provisions of our license;
- acting to continuously improve our mobile telephone services, their scope, availability, quality and technology, and that there has been no act or omission by us harming or limiting competition in the mobile telephone sector;
- having the ability to continue to provide mobile telephone services of a high standard and to implement the required investments in the technological updating of our system in order to improve the scope of such services, as well as their availability and quality; and
- using the spectrum allocated to us efficiently, compared to alternative applications.

At the end of this additional six-year period, we may request renewal of our license for successive six-year periods thereafter, subject to regulatory approval.

Contracting with Customers. Pursuant to our license, our standard agreement with customers must receive the Ministry of Communications' approval. We have submitted our standard agreement to the Ministry of Communications for approval pursuant to our license. To date, we have not received any comments from the Ministry of Communications regarding this agreement.

Tariffs. Our license requires us to submit to the Ministry of Communications our tariffs (and any changes in our tariffs) before they enter into effect. Our license allows us to set and change our tariffs for outgoing calls and any other service without approval of the Ministry of Communications. However, the Ministry of Communications may intervene in our tariffs if it finds that our tariffs unreasonably harm consumers or competition.

Payments. Our license specifies the payments we may charge our subscribers. These include one-time installation fees, fixed monthly payments, airtime fees, payments for the use of other telecommunication systems, payments for handset maintenance and payments for additional services. In some of our tariff plans we have chosen to charge only for airtime and use of services. See “Item 4B. Information on the Company–Business Overview–Services and Products–Tariff Plans.”

Interconnection. Like the licenses of Pelephone, Cellcom and MIRS, our license requires that we interconnect our mobile telephone network to other telecommunications networks operating in Israel, including that of Bezeq and other domestic land-line operators, the other mobile telephone operators and the international operators.

Conversely, we must allow other network operators to interconnect to our network. See “Item 4B. Information on the Company–Business Overview–Interconnection.”

Service Approval. The Ministry of Communications has the authority to require us to submit for approval details of any of our services (including details concerning tariffs). In addition, we are required to inform the Ministry of Communications prior to the activation of any service on a specified list of services.

Access to Infrastructure. The Ministry of Communications has the power to require us, like the other telephone operators in Israel, to offer access to our network infrastructure to other operators. We may also be required to permit other operators to provide value-added services using our network.

Universal Service. We are required to provide any third generation service with the same coverage as our existing network within 24 months from the commercial launch of each such service.

Territory of License. Our license authorizes us to provide mobile telephone services within the State of Israel as well as offer roaming services outside the State of Israel. In May 2000, we were also granted a license from the Israeli Civil Administration, to provide mobile services to the Israeli populated areas in the West Bank. The license is effective until April 7, 2013. The provisions of the general license described above, including as to its extension, generally apply to this license, subject to certain modifications. We believe that we will be able to receive an extension to this license upon request.

License Conditions. Our license imposes many conditions on our conduct. We must at all times be a company registered in Israel. Our license may not be transferred, mortgaged or attached without the prior approval of the Ministry of Communications. We may not sell, lease or mortgage any of the assets which serve for the implementation of our license without the prior approval of the Ministry of Communications, other than in favor of a banking corporation which is legally active in Israel, and in accordance with the conditions of our license.

Our license provides that no direct or indirect control of Partner may be acquired, at one time or through a series of transactions, and no means of control may be transferred in a manner which results in a transfer of control, without the consent of the Ministry of Communications. Furthermore, no direct or indirect holding of 10% or more of any means of control may be transferred or acquired at one time or through a series of transactions, without the consent of the Ministry of Communications. In addition, no shareholder of Partner may permit a lien to be placed on shares of Partner if the foreclosure on such lien would cause a change in the ownership of 10% or more of any of Partner's means of control unless such foreclosure is made subject to the consent of the Ministry of Communications. For purposes of our license, “means of control” means any of:

- voting rights in Partner;
- the right to appoint a director or managing director of Partner;
- the right to participate in Partner's profits; or
- the right to share in Partner's remaining assets after payment of debts when Partner is wound up.

Each of our ordinary shares and ADSs is considered a means of control in Partner.

In addition, Partner, any entity in which Partner is an Interested Party, as defined below, an Office Holder, as defined below, in Partner or an Interested Party in Partner or an Office Holder in an Interested Party in Partner may not be a party to any agreement, arrangement or understanding which may reduce or harm competition in the area of mobile telephone services or any other telecommunications services.

In connection with our initial public offering, our license was amended to provide that our entering into an underwriting agreement for the offering and sale of shares to the public, listing the shares for trading, and depositing shares with the depositary or custodian will not be considered a transfer of any means of control, as defined below. Pursuant to the amendment, if the ADSs (or other “traded means of control,” that is, means of control which have been listed for trade or offered through a prospectus and are held by the public) are transferred or acquired in breach of the restrictions imposed by the license with respect to transfer or acquisition of 10% or more of any means of control, we must notify the Ministry of Communications and request the Ministry’s consent within 21 days of learning of the breach. In addition, should a shareholder, other than a founding shareholder, breach these ownership restrictions, or provisions regarding acquisition of control or cross-ownership or cross-control with other mobile telephone operators or shareholdings or agreements which may reduce or harm competition, its shareholdings will be marked as exceptional shares and will be converted into dormant shares, as long as the Ministry’s consent is required but not obtained, with no rights other than the right to receive dividends and other distributions to shareholders, and to participate in rights offerings.

The dormant shares must be registered as dormant shares in our share registry. Any shareholder seeking to vote at a general meeting of our shareholders must notify us prior to the vote, or, if the vote is by deed of vote, must so indicate on the deed of vote, whether or not the shareholder’s holdings in Partner or the shareholder’s vote requires the consent of the Ministry of Communications due to the restrictions on transfer or acquisition of means of control, or provisions regarding cross-ownership or cross-control with other mobile telephone operators or shareholders. If the shareholder does not provide such certification, his instructions shall be invalid and his vote not counted.

The existence of shareholdings which breach the restrictions of our license in a manner which could cause them to be converted into dormant shares and may otherwise provide grounds for the revocation of our license will not serve in and of themselves as the basis for the revocation of our license so long as:

- the founding shareholders or their approved substitutes of Partner continue to hold in the aggregate at least 26% of the means of control of Partner;
- our Articles of Association include the provisions described in this paragraph;
- we act in accordance with such provisions;
- our Articles of Association provide that an ordinary majority of the voting power at the general meeting of Partner is entitled to appoint all the directors of Partner other than external directors.

The amendment of our license providing for the dormant share mechanism does not apply to our founding shareholders.

The provisions contained in the amendment to our license are also contained in our Articles of Association. In addition, our Articles of Association contain similar provisions in the event the holdings of shares by a shareholder breaches ownership limits contained in our license.

Revoking, limiting or altering our license. Our license contains several qualifications that we are required to meet. These conditions are designed primarily to ensure that we maintain at least a specified minimum connection to Israel. Other eligibility requirements address potential conflicts of interest and cross-ownership with other Israeli telecommunications operators. The major eligibility requirements are set forth below. A failure to meet these eligibility requirements may lead the Ministry of Communications to revoke, limit or alter our license, after we have been given an opportunity and have failed to remedy it.

- Founding shareholders or their approved substitutes must hold at least 26% of the means of control of Partner.
- Israeli entities from among our founding shareholders and their approved substitutes must hold at least 5% of our issued share capital and of each of our means of control.
- The majority of our directors, and our general manager, must be citizens and residents of Israel.
- Neither the general manager of Partner nor a director of Partner may continue to serve in office if he has been convicted of certain legal offenses.
- No trust fund, insurance company, investment company or pension fund that is an Interested Party in Partner may: (a) hold, either directly or indirectly, more than 5% of any means of control in a competing mobile radio telephone operator without having obtained a permit to do so from the Ministry of Communications, or (b) hold, either directly or indirectly, more than 5% of any means of control in a competing mobile radio telephone operator in accordance with a permit from the Ministry, and in addition have a representative or appointee who is an Office Holder in a competing mobile radio telephone operator, unless it has been legally required to do so, or (c) hold, either directly or indirectly, more than 10% of any means of control in a competing mobile radio telephone operator, even if it received a permit to hold up to 10% of such means of control.

- No trust fund, insurance company, investment company or a pension fund that is an Interested Party in a competing mobile radio telephone operator may: (a) hold, either directly or indirectly, more than 5% of any means of control in Partner, without having obtained a permit to do so from the Ministry of Communications; or (b) hold, directly or indirectly, more than 5% of any means of control in Partner in accordance with a permit from the Ministry of Communications, and in addition have a representative or appointee who is an Office Holder in Partner, unless it has been legally required to do so; or (c) hold, either directly or indirectly, more than 10% of any means of control in Partner, even if it received a permit to hold up to 10% of such means of control.
- Partner, an Office Holder or Interested Party in Partner, or an Office Holder in an Interested Party in Partner does not control a competing mobile radio telephone operator, is not controlled by a competing mobile radio telephone operator, by an Office Holder or an Interested Party in a competing mobile radio telephone operator, by an Office Holder in an Interested Party in a competing mobile radio telephone operator, or by a person or corporation that controls a competing mobile radio telephone operator.

Our license may also be revoked, limited or altered by the Ministry of Communications if we have failed to uphold our obligations under the Telecommunications Law, the Wireless Telegraphy Ordinance or the regulations, or have committed a substantial breach of the license conditions. Examples of the principal undertakings identified in our license in this connection are:

- We have illegally ceased, limited or delayed any one of our services;
- Any means of control in Partner or control of Partner has been transferred in contravention of our license;
- We fail to invest the required amounts in the establishment and operation of the mobile radio telephone system in accordance with our undertakings to the Ministry of Communications;
- We have harmed or limited competition in the area of mobile radio telephone services;
- A receiver or temporary liquidator is appointed for us, an order is issued for our winding up or we have decided to voluntarily wind up; or
- Partner, an Office Holder in Partner or an Interested Party in Partner or an Office Holder in an Interested Party of Partner is an Interested Party in a competing mobile radio telephone operator or is an Office Holder in a competing mobile radio telephone operator or in an interested party in a competing mobile radio telephone operator without first obtaining a permit from the Ministry of Communications to do so or has not fulfilled one of the conditions included in such permit. See “Item 4B. Information on the Company–Business Overview–Regulation–Our Permit Regarding Cross Ownership.”

In addition, our amended license, like the licenses of our competitors, provides that if we participate in a future tender for a mobile telecommunications license, we may be required by the terms of a new tender, if we win such tender, to transfer our network to another operator according to terms which the Ministry of Communications may decide upon and to cease providing mobile telephony services.

Change in license conditions. Under our license, the Ministry of Communications may change, add to, or remove conditions of our license if certain conditions exist, including:

- A change has occurred in the suitability of Partner to implement the actions and services that are the subject of our license.
- A change in our license is required in order to ensure effective and fair competition in the telecommunications sector.
- A change in our license is required in order to ensure the standards of availability and grade of service required of Partner.
- A change in telecommunications technology justifies a modification of our license.
- A change in the electromagnetic spectrum needs justifies, in the opinion of the Ministry of Communications, changes in our license.
- Considerations of public interest justify modifying our license.
- A change in government policy in the telecommunications sector justifies a modification of our license.
- A change in our license is required due to its breach by Partner.

During an emergency period, control of Partner’s mobile radio telephone system may be assumed by any lawfully authorized person for the security of the State of Israel to ensure the provisions of necessary service to the public, and some of the spectrum granted to us may be withdrawn. In addition, our license requires us to supply certain services to the Israeli defense and security forces. Furthermore, certain of our senior officers are required to obtain security clearance from Israeli authorities.

For the purposes of this discussion, the following definitions apply:

- **“Office Holder”** means a director, manager, company secretary or any other senior officer that is directly subordinate to the general manager.
- **“Control”** means the ability to, directly or indirectly, direct the activity of a corporation, either alone or jointly with others, whether derived from the governing documents of the corporation, from an agreement, oral or written, from holding any of the means of control in the corporation or in another corporation, or which derives from any other source, and excluding the ability derived solely from holding the office of director or any other office in the corporation. Any person controlling a subsidiary or a corporation held directly by him will be deemed to control any corporation controlled by such subsidiary or by such controlled corporation. It is presumed that a person or corporation controls a corporation if one of the following conditions exist: (1) such person holds, either directly or indirectly, fifty percent (50%) or more of any means of control in the corporation; (2) such person holds, either directly or indirectly, a percentage of any means of control in the corporation which is the largest part in relation to the holdings of the other Interested Parties in the corporation; or (3) such person has the ability to prevent the taking of business decisions in the corporation, with the exception of decisions in the matter of issuance of means of control in a corporation or decisions in the matters of sale or liquidation of most businesses of the corporation, or fundamental changes of these businesses.
- **“Controlling Corporation”** means a company that has control, as defined above, of a foreign mobile radio telephone operator.
- **“Interested Party”** means a person who either directly or indirectly holds 5% or more of any type of means of control, including holding as an agent.

Our Permit Regarding Cross Ownership

Our license generally prohibits cross-control or cross-ownership among competing mobile telephone operators without a permit from the Ministry of Communications. In particular, Partner, an Office Holder or an Interested Party in Partner, as well as an Office Holder in an Interested Party in Partner may not control or hold, directly or indirectly, 5% or more of any means of control of a competing mobile radio telephone operator. Our license also prohibits any competing mobile radio telephone operator or an Office Holder or an Interested Party in a competing mobile radio telephone operator, or an Office Holder in an Interested Party in a competing mobile radio telephone operator or a person or corporation that controls a competing mobile radio telephone operator from either controlling, or being an Interested Party in us.

However, our license, as amended on April 14, 2002 also provides that the Ministry of Communications may permit an Interested Party in Partner to hold, either directly or indirectly, 5% or more in any of the means of control of a competing mobile radio telephone operator if the Ministry of Communications is satisfied that competition will not be harmed, and on the condition that the Interested Party is an Interested Party in Partner only by virtue of a special calculation described in the license and relating to attributed holdings of shareholders deemed to be in control of a corporation.

Other Licenses

Domestic Land-line License. In January, 2007, the Ministry of Communications granted Partner Fixed Communication Solutions Limited Partnership, which is fully owned by the Company, a license for the provision of domestic land-line telecommunications services. The license expires in twenty years but may be extended by the Ministry of Communications for successive periods of ten years provided that the licensee has complied with the terms of the license and has acted consistently for the enhancement of telecom services and their enhancement. The licensee deposited a bank guarantee in the amount of NIS 10 million with the Ministry of Communications upon receiving the license which shall be used to secure the licensee's obligations under the License. The general conditions of the mobile telephone license described above, generally apply to this license, subject to certain modifications. In addition to any 10% share transfer requiring the prior approval of the Ministry of Communications, the license additionally requires approval prior to a third party acquiring the ability to exercise significant influence over us. In this context, holding 25% of our means of control is presumed to confer significant influence. The license was amended in February 2007 to grant us the right to offer Voice Over Broadband (“VoB”) services using the infrastructure of Bezeq and HOT to access customers and to provide them with land-line telephony service. The License was further amended in July 2007 to incorporate the provision of transmission and data communications services that were previously provided for under a transmission license that was granted in July 2006. In March 2009, we were also granted a domestic land-line license to provide land-line services to the Israeli populated areas in the West Bank. The license is effective until March 2019.

ISP License. In March 2001, we received a special license granted by the Ministry of Communications, allowing us through our own facilities to provide internet access to land-line network customers. The license was renewed in April 2008 and is valid until April 2013. We began supplying commercial ISP services beginning in January 2009. We were also granted a special license to provide ISP services to the Israeli populated areas in the West Bank.

NTP License. In February 2007 we received a special license granted by the Ministry of Communications allowing us to provide certain telecom services, including providing and installing equipment and cabling, representing the subscriber with local fixed operators, and establishing and operating control facilities within a subscriber's premises. The license is valid until February 2012.

Other Licenses. The Ministry of Communications has granted us a trade license pursuant to the Wireless Telegraphy Ordinance. This license regulates issues of servicing and trading in equipment, infrastructure and auxiliary equipment for our network. We have also been granted a number of encryption licenses that permit us to deal with means of encryption, as provided in the aforementioned licenses, within the framework of providing mobile radio telephone services to the public.

Network Site Permits

Permits of the Ministry of Environmental Protection

On January 1, 2006, the Non-Ionizing Radiation Law (5766-2006), which replaced the Pharmacists (Radioactive Elements and Products) Regulations, 1980 regarding matters that pertain to radiation from cellular sites, was enacted. This law defines the various powers of the Ministry of Environmental Protection as they relate, *inter alia*, to the grant of permits for network sites and sets standards for permitted levels of non-ionizing radiation emissions and reporting procedures. Pursuant to this law, most of which entered into effect on January 1, 2007, a request for an operating permit from the Ministry of Environmental Protection with respect to either new sites or existing sites would require a building permit for such site(s). The Ministry of Environmental Protection has adopted the International Radiation Protection Agency's standard as a basis for the consents it gives for the erection and operation of our antennas. This standard is an international standard based upon a number of years of scientific study.

If we will continue to face difficulties in obtaining building permits from the local planning and building committee, we may fail to obtain also operation permits from the Ministry of Environmental Protection. Operation of a network site without a permit from the Ministry of Environmental Protection may result in criminal and civil liability to us or to our officers and directors.

Local Building Permits

The Planning and Building Law requires that we receive a building permit for the construction of most of our antennas. The local committee or local licensing authority in each local authority is authorized to grant building permits, provided such permits are in accordance with National Building Plan No. 36 which came into effect on June 15, 2002. The local committee is made up of members of the local municipal council. The local committee is authorized to delegate certain of its powers to subcommittees on which senior members of the local authority may sit.

The local committee examines the manner in which an application for a building permit conforms to the plans applying to the parcel of land that is the subject of the application, and the extent to which the applicant meets the requirements set forth in the Planning and Building Law. The local committee is authorized to employ technical, vista, and aesthetic considerations in its decision-making process. The local committee may grant building permits that are conditioned upon the quality of the construction of the structure, the safety of flight over the structure, and the external appearance of the structure. Every structure located on a certain parcel of land must satisfy the requirements and definitions set forth in the building plan applicable to such parcel.

On January 3, 2006, the National Council for Planning and Building added a new requirement for obtaining a building permit for network sites: the submission of an undertaking to indemnify the local committee for claims relating to the depreciation of the surrounding property value as a result of the construction or existence of the antenna.

A decision by a local committee not to grant a building permit may be appealed to the District Appeals Committee. A person harmed by the ruling of the District Appeals Committee may have such ruling examined judicially by means of an administrative petition to the District Court sitting as an Administrative Affairs Tribunal.

National Building Plan No. 36

National Building Plan No. 36 which came into effect on June 15, 2002 regulates the growth of telecommunications infrastructure in Israel. Chapter A of National Building Plan No. 36 sets forth the licensing, view, flight safety and electromagnetic radiation requirements for the construction of mobile radio telephone infrastructure. National Building Plan No. 36 also adopts the radiation emission standards set by the International Radiation Protection Agency which were also previously adopted by the Ministry of Environmental Protection. We believe that we currently comply with these standards. National Building Plan No. 36 is in the process of being changed. On June 1, 2010, the National Council for Planning and Building approved the National Building Plan No. 36/A/1 version that incorporates all of the amendments to National Building Plan No. 36 ("the Amended Plan").

Current proposed changes impose additional restrictions and/or requirements on the construction and operation of network sites and could, if adopted, harm our ability to construct new network sites, make the process of obtaining building permits for the construction and operation of network sites more cumbersome and costly, and may delay the future deployment of our network.

Under the Non-Ionizing Radiation Law, the National Council for Planning and Building was granted the power to determine the level of indemnification for reduction of property value to be undertaken as a precondition for a cellular company to obtain a building permit for a new or existing network site. As a result, the National Council for Planning and Building has decided that until National Building Plan 36 is amended to reflect a different indemnification amount, cellular companies will be required to undertake to indemnify the building and planning committee for 100% of all losses resulting from claims against the committee. Thus, at present, in order to obtain a building permit for a new or existing network site, we must provide full indemnification for the reduction of property value.

The Amended Plan sets forth the indemnification amounts as a percentage of the value of the depreciated property claims in accordance with the manner in which the licenses were granted as follows: If the license was granted in an expedited licensing route, which is intended for installations that are relatively small in accordance with the Amended Plan criteria, then the cellular companies will be required to compensate the local planning committees in an amount of 100% of the value of the depreciated property claim. If the license was granted in a regular licensing route, which is intended for larger installations in accordance with the Amended Plan criteria, then the cellular companies will be required to compensate the local planning committees in an amount of 80% of the value of the depreciated property claim. The Amended Plan is subject to governmental approval, in accordance with the Planning and Building Law. It is unknown when the government intends to approve the Amended Plan,

These recent developments may have a material adverse effect on our financial condition and results of operations, as well as plans to expand and enhance network coverage. For more information, see "Item 3D. Risk Factors – In connection with certain building permits, we may also be required to indemnify certain planning committees in respect of claims against them relating to the depreciation of property values that result from the granting of permits for network sites, which may have a material adverse effect on our financial condition and results of operations".

Wireless access devices

We have set up several hundred small communications devices, called wireless access devices, pursuant to a provision in the Communications Law (Telecommunications and Broadcasting), 1982, which we and other participants in cellular telecommunications, believe exempts such devices from the need to obtain a building permit. Beginning in 2008, following the filing of a claim that the exemption does not apply to cellular communications devices, the Attorney General filed an opinion regarding this matter stating that the exemption does apply to wireless radio access devices under certain conditions and instructed the Ministry of Interior to prepare regulations setting conditions that would limit the exemption to extraordinary circumstances. Following the instruction of the Attorney General, several inter-ministerial discussions and hearings have taken place without agreement being reached as to whether an exemption should be permitted, or under what conditions. The approval of the regulations was brought to the Economic Committee where the regulations were not approved. The chairman of the Economic Committee advised that he intended to meet with representatives of the relevant governmental ministries in an effort to seek a version of the regulations that would be acceptable by all committee members. Following two petitions that were filed with the High Court of Justice opposing the Attorney General's recommendation that the exemption apply under certain conditions, on September 16, 2010, the Supreme Court issued an interim order prohibiting further construction of wireless access devices in cellular networks in reliance on the exemption from the requirement to obtain a building permit; On February 15, 2011, the Supreme Court narrowed the scope of the interim injunction so that repair or replacement of existing wireless access devices is permitted under certain conditions. Representatives of the relevant ministries are still to meet in an effort to establish acceptable regulations. If a definitive court judgment holds that the exemption does not apply to cellular devices at all or if the regulations finally approved do not apply the exemption to wireless access devices, or only under limited conditions, this could adversely affect the Company's existing network and network build-out. As a result, we may be required to remove existing devices and would not be able to install new devices on the basis of the exemption. Our network capacity and coverage would then be negatively impacted, which could have an adverse effect on our revenue and results of operations.

Other Approvals

The construction of our antennas may be subject to the approval of the Civil Aviation Administration which is authorized to ensure that the construction of our antennas does not interfere with air traffic, depending on the height and location of such antennas. The approval of the Israeli Defense Forces is required in order to coordinate site frequencies so that our transmissions do not interfere with the communications of the Israel Defense Forces.

We, like other cellular telephone operators in Israel, provide repeaters, also known as bi-directional amplifiers, to subscribers seeking an interim solution to weak signal reception within specific indoor locations. In light of the lack of a clear policy of the local planning and building authorities, and in light of the practice of the other cellular telephone operators, we have not requested permits under the Planning and Building Law for the repeaters. However, we have received from the Ministry of Communications an approval to connect the repeaters to our communications network. We have also received from the Ministry of Environmental Protection, the permits that are necessary for the repeaters.

In addition, we construct and operate microwave links as part of our transmission network. The various types of microwave links receive permits from the Ministry of Environmental Protection in respect of their radiation level. Based on an exemption in the Telecommunications Law, we believe that building permits are not required for the installation of most of these microwave links on rooftops, but if in the future the courts or the relevant regulator determine that building permits are necessary for the installation of these sites, it could have a negative impact on our ability to deploy additional microwave links, and could hinder the coverage, quality and capacity of our transmission network and our ability to continue to market our land-line services effectively.

We have received approval from the Ministry of Communications for selling and distributing all of the handsets and other terminal equipment we sell. The Ministry of Environmental Protection also has authority to regulate the sale of handsets in Israel, and under the new Non-Ionizing Radiation Law, certain types of devices, which are radiation sources, including cellular handsets, have been exempted from requiring an approval from the Ministry of Environmental Protection so long as the radiation level emitted during the use of such handsets does not exceed the radiation level permitted under the Non-Ionizing Radiation Law. Since June 15, 2002, we have been required to provide information to purchasers of handsets on the Specific Absorption Rate ("SAR") levels of the handsets as well as its compliance with certain standards pursuant to a regulation under the Consumer Protection Law. SAR levels are a measurement of non-ionizing radiation that is emitted by a hand-held cellular telephone at its specific rate of absorption by living tissue. While, to the best of our knowledge, the handsets that we market comply with the applicable laws that relate to acceptable SAR levels, we rely on the SAR published by the manufacturer of these handsets and do not perform independent inspections of the SAR levels of these handsets. As the manufacturers' approvals refer to a prototype handset and not for each and every handset, we have no information as to the actual SAR level of each specific handset and throughout its lifecycle, including in the case of equipment repair.

Under a December 2005 amendment to this procedure, in the event that the SAR level is not measured after the repair of a handset, the repairing entity is required to notify the customer by means of a label affixed to the handset that the SAR may have been altered following the repair, in accordance with the provisions relating to the form of such label set forth in the procedure. A consultant had been retained by the Ministry of Communications to formulate a recommendation regarding the appropriate manner to implement the procedure for repairing handsets but to date the Ministry of Communications has not yet issued any guidelines and given the continued delay we are informing our customers that there may be changes in the SAR levels.

In November 2005, a new procedure was adopted by the Ministry of Communications with regard to the importation, marketing, and approval for 2G and 2.5G handsets. Prior to the implementation of the new procedure, suppliers of 2G and 2.5G handsets in Israel were required to obtain an interim, non-binding approval of the handset type from the relevant cellular telephone operators before receiving final approval from the Ministry of Communications to supply such handsets in Israel to such operators. Under the new procedure, handsets that have already received the internationally recognized Global Certification Forum approval prior to their importation into Israel are now exempt from the requirement of receiving an interim, non-binding approval from the relevant cellular telephone operators in Israel. This could expose us to the risk that handsets not reviewed and approved by us may interfere with the operation of our network. The new procedures described above do not apply to 3G handsets, which still require cellular telephone operators to grant an interim, non-binding approval to the Ministry of Communications before the Ministry grants its final approval in all circumstances.

In addition, this procedure also called for repaired handsets to comply with all applicable standards required for obtaining handset type approval, including standards relating to the safety, electromagnetic levels, and SAR levels.

In June 2007, the Ministry of Communications granted our subsidiary, Partner Land-Line Communications Solutions LLP, the rights to use public land for the purpose of deploying and maintaining our transmission network, subject to the approval by the relevant local planning committees of plans for the deployment of the transmission network. As a result of these rights, Partner Land-Line Communications Solutions LLP, is exempt from applying for a building permit under the Planning and Building Law in connection with the deployment and maintenance of our transmission network on public land.

4C. Organizational Structure

We currently have five wholly-owned subsidiaries, Partner Future Communications 2000 Ltd., an Israeli corporation; Partner Net Ltd., an Israeli corporation; Partner Land-Line Communications Solutions LLP, an Israeli limited partnership; Partner Business Communications Solutions, LLP, an Israeli limited partnership; and, since March 3, 2011, 012 Smile. See "Item 4B. Information on the Company-Business Overview- Acquisition of 012 Smile". Partner Future Communications 2000 Ltd. serves as the general partner and the Company serves as the limited partner of each of the limited partnerships. On October 28, 2009, we became a subsidiary of Scailex. See "Item 3D. Risk Factors – 46.05% of our shares and voting rights are indirectly controlled by a single shareholder".

4D. Property, Plant and Equipment

Headquarters

We lease our headquarter facilities in Rosh Ha-ayin, Israel, in three sites with a total of approximately 57,362 gross square meters (including parking lots). The leases for each site have different lengths and specific terms, but we believe that our current office facilities are adequate for the foreseeable future, and that we will be able to extend the leases or obtain alternate or additional facilities, if needed, on acceptable commercial terms. In the beginning of 2010 an amendment to the lease agreements for its headquarters facility in Rosh Ha'ayin was signed, according to which the lease term is until the end of 2016, and the Company has an option to shorten the lease period to the end of 2014. The rental payments are linked to the Israeli CPI. We also, lease six call centers in Haifa, Jerusalem, Rehovot, Ashdod, and Beer-Sheva and other small call centers in Israel. The leases for each site have different lengths and specific terms, and we have plans to expand some of the call centers in the near future on acceptable commercial terms however we believe that our current call center facilities are adequate for the foreseeable future, and that we will be able to extend the leases or obtain alternate or additional facilities, if needed, on acceptable commercial terms. See "Item 7B. Related Party Transactions".

Network

For a description of our telecommunications network, see “Item 4B. Business Overview – Our Network” above.

We lease most of the sites where our mobile telecommunications network equipment is installed throughout Israel. At December 31, 2010, we had 2,612 network sites (including micro-sites). The lease agreements relating to our network sites are generally for periods of two to three years. We have the option to extend the lease periods up to ten years (including the original lease period).

The erection and operation of most of these network sites requires building permits from local or regional zoning authorities, as well as a number of additional permits from governmental and regulatory authorities, and we have had difficulties in obtaining some of these permits. Difficulties obtaining required permits could continue and therefore affect our ability to maintain cell network sites. In addition, as we grow our subscriber base and seek to improve the range and quality of our services, we need to further expand our network, and difficulties in obtaining required permits may delay, increase the costs or prevent us from achieving these goals in full. See “Item 3D. Risk Factors – Risks Relating to the Regulation of Our Industry” and “Item 4B. Business Overview – Regulation”.

Land-lines. In addition to our cellular network, we possess, through our subsidiary Partner Landline Telecommunication Solutions, L.P., land-line transmission and data capacity. Our land-line capacity also includes capacity which we lease from other land-line telecommunications service providers.

Service Centers and Points of Sale

Lease agreements for our retail stores and service centers are for periods of two to five years. We have the option to extend the lease agreements for different periods of up to sixteen additional years (including the original lease period). The average size of our retail stores and service center is approximately 350 square meters. See also Note 18 (b) to our consolidated financial statements.

ITEM 4A. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following operating and financial review and prospects are based upon and should be read in conjunction with our financial statements and selected financial data, which appear elsewhere in this report. You should also read the risk factors appearing in this annual report for a discussion of a number of factors that affect and could affect our financial condition and results of operations.

5A. Operating Results

Overview

Adoption of IFRS

On January 1, 2009, we adopted International Financial Reporting Standards issued by the International Accounting Standards Board (“IFRS”), replacing the previous reporting standard which was United States Generally Accepted Accounting Principals (“US GAAP”). Thus, beginning January 1, 2009, we prepare our consolidated financial data according to IFRS. IFRS differs in certain respects from US GAAP.

The transition date to IFRS for the Company under First Time Adoption of International Financial Reporting Standards is January 1, 2008. Comparative data of the Company's financial statements has been restated to retrospectively reflect the adoption of IFRS.

Business Developments in 2010

Approximately 118,000 net active cellular subscribers joined the Company in 2010, compared with approximately 144,000 net additions in 2009. Postpaid cellular subscribers accounted for approximately half of the annual net new active subscribers. At the end of December 2010, the Company's active cellular subscriber base (including mobile data subscribers) was approximately 3,160,000, including approximately 2,290,000 postpaid subscribers or 72.5% of the base, and approximately 870,000 prepaid subscribers, or 27.5% of the base.

The Company's 3G subscriber base, including mobile broadband subscribers, reached approximately 1,549,000, or 49% of the cellular subscriber base, by year-end 2010 compared to approximately 1,279,000 subscribers at year-end 2009 or 42% of the subscriber base.

The annual churn rate for cellular subscribers in 2010 was 21.4%, up from 17.7% in 2009, with the majority of the increase attributable to the higher churn of pre-paid subscribers, together with the churn of post-paid subscribers, including those with collection problems.

The 2010 year-end share of the Israeli cellular market, based on the number of subscribers, was estimated to be unchanged at 32%.

The 2010 average monthly usage per subscriber (MOU) for cellular subscribers was 366 minutes, up slightly compared with the MOU of 364 minutes in 2009. This increase largely reflected an increase in incoming minutes per cellular user, and occurred despite the continued growth in the proportion of mobile broadband subscribers in the subscriber base, who do not generally generate airtime use and thus put downward pressure on the average MOU.

Annual average monthly revenue per cellular subscriber (ARPU) in 2010 was NIS 148 (US\$ 41.7), a decrease of approximately 2% from NIS 151 in 2009. The annual decrease reflects the impact of the increasingly competitive market conditions in the cellular market, as well as the impact of mobile broadband subscribers who have lower ARPU on average than cellular subscribers with regular handsets.

The fixed line telephony and ISP subscriber base reached approximately 115,000 by year-end 2010, compared with approximately 63,000 by year-end 2009. Consistent with trends in 2009, the Company's fixed line telephony and ISP subscribers continue to be characterized by relatively high ARPU levels when compared with the industry average.

Capital Reduction

On February 22, 2010, the District Court approved the application submitted by the Company for a distribution in the total amount of NIS 1.4 billion (exceeding the surpluses for distribution) to the Company's shareholders ("the capital reduction"). Following the District Court's approval, a total amount of NIS 1.4 billion, which amounted to NIS 9.04 per share, was paid on March 18, 2010, to shareholders and ADS holders of record on March 7, 2010, resulting in a reduction of shareholders' equity by an equal amount.

On February 22, 2010, the Company announced that the District Court had approved a final settlement between the Company and the objecting holders of Notes Series A (the "Settlement") and had approved the Distribution Application. According to the Settlement, in the event of a reduction in the current credit rating of the Notes Series A by the credit rating company S&P Maalot, there would be an increase in the annual linked interest rate of the Notes Series A of 1% in the year 2010, and of 0.5% in the year 2011, for each reduction of one rating category from the current credit rating (ilAA-). The increase would take effect from the date of publication of the credit downgrading, and remain in effect as long as the credit downgrading is valid. The increase in the interest rate would terminate upon the earlier of a credit upgrade or by the end of the relevant calendar year, whichever occurs first, provided that the increased interest rate applies for at least three months. As of the date of approval of this Annual Report the credit rating of the Notes Series A was not changed.

Agreement for the Upgrade of Our Existing Networks and the Deployment of Fourth Generation Network in Israel

On October 25, 2010, the Company signed an agreement with LM Ericsson Israel Ltd. ("Ericsson") for the upgrade of its existing networks and the deployment of a fourth generation network in Israel (the "Agreement"). The Agreement includes the upgrade, replacement and the expansion of certain parts of the Company's existing cellular and fixed line networks and the maintenance of its networks, including enhancement of the Company's abilities with respect to the cellular and fixed line ISP services it provides. The commercial operation of the fourth generation network by the Company is subject to the allocation of the relevant frequencies by the Ministry of Communications.

The term of the Agreement is until December 31, 2014, whereas the replacement of the Company's switches and radio equipment is scheduled to be carried out by the end of the year 2012.

The total net amount, following all discounts and settlements, some of which are conditional, that the Company will be required to pay for the capital expenditure and maintenance services is approximately \$100 million (NIS 355 million). Payments will be made in quarterly installments throughout the term of the Agreement. See "Item 5F. Contractual Obligations". The Company allocates the net amount between capital expenditures and maintenance based on their relative fair values. The amount relating to support and maintenance is approximately \$12 million (NIS 43 million). The transaction will result in accelerated depreciation of the replaced equipment, throughout the replacement period, whereas the main impact of the accelerated depreciation will occur during the years 2011 and 2012. The Company recorded accelerated depreciation of NIS 16 million in the fourth quarter of 2010. As of December 31, 2010, the depreciated cost of fixed assets that the Company intends to replace is approximately NIS 114 million. The expected accelerated depreciation in 2011 is expected to be approximately NIS 70 million.

Acquisition of 012 Smile

On March 3, 2011 the Company completed the acquisition of all of the issued and outstanding shares of 012 Smile Telecom Ltd. ("012 Smile"), from Merhav-Ampal Energy Ltd. ("Ampal"). 012 Smile is an Israeli private company, which provides international long distance services, internet services and local telecommunication fixed-line services (including telephony services using VOB). 012 Smile had revenues of approximately NIS 1,112 million during the 11 months starting February 1, 2010, the date on which 012 Smile's business activities began to operate under a new company.

The purchase price for the acquisition of 012 Smile is NIS 650 million which included the acquisition of all of the outstanding shares of 012 Smile and a loan from the previous shareholder to 012 Smile. As part of the acquisition, we also guaranteed the bank loans and other bank guarantees, which were provided to 012 Smile, in a total amount of approximately NIS 800 million. According to the purchase agreement, 012 Smile assigned to Ampal the right to receive payments due from a third party in an amount of approximately NIS 40 million.

The purchase assumes an enterprise value for 012 Smile of approximately NIS 1.45 billion. This includes fixed assets, intangible assets of customer relations, brand name, Rights of Use ("ROU") of international transmission cables and goodwill. 012 Smile is currently financed principally through long term bank loans totaling approximately NIS 800 million:

- NIS 500 million in bank loans have an average duration of approximately three years and have an index-linked rate of 4.2%;
- NIS 200 million of loans have an index-linked rate of 5.1%, with a redemption date of 2017; and
- a revolving loan of 100 million shekels which charges the prime interest-rate plus three-quarters of a percent, with a final maturity in mid-2013.

In addition, 012 Smile is financed by a shareholder loan of approximately NIS 400 million.

Partner has guaranteed the NIS 800 million of bank loans, which we intend to refinance in order to obtain improved financing terms that are more consistent with our current borrowings.

The information regarding 012 Smile's financial results presented above has been provided to us by 012 Smile, without independent verification by us. See "Item 3D. Risk Factors - Risks Relating to Our Business Operations -- We face risks associated with the acquisition of 012 Smile Telecom Ltd." and Note 26 to our consolidated financial statements included herein.

Key Financial and Operating Data

The table below sets forth a summary of selected financial and operating data for the years ended December 31, 2008, 2009 and 2010 (IFRS).

	Year ended December 31,		
	2008	2009	2010
Revenues (NIS million)	6,302	6,079	6,674
Operating profit (NIS million)	1,826	1,701	1,860
Income before taxes (NIS million)	1,642	1,525	1,679
Net income (NIS million)	1,198	1,141	1,243
Capital expenditures (NIS million)	589	522	435
Cash flow provided by operating activities net of investment activities (NIS million)	1,401	1,021	1,472
Subscribers (thousands)	2,898	3,042	3,160
Annual churn rate (%)	17.8%	17.7%	21.4%
Average monthly usage per subscriber (MOU) (in minutes)	365	364	366
Average monthly revenue per subscriber (ARPU) (NIS)	161	151	148

Significant regulatory developments

In 2010, the Company benefitted from a scheduled reduction in its royalty payments set by the Telecommunications Regulations from 1.5% in 2009 to 1% in 2010. Royalty payments in 2011 will be 1.75% and 2.5% of net revenues in 2012, following an amendment to the said regulations. The amendment will be effective until the Director of the Ministry of Communications shall publish a formal notice that one of the following has occurred: (1) A cellular operator has begun to provide national roaming service; (2) An MVNO has begun to operate and the total market share of all MVNOs is at least 5%. If one of the above occurs, the royalty rate will revert back to 1%. This amendment does not apply to international operators, special fixed line operators and MVNOs.

For further developments see "Item 3D. Risk Factors-Risks Relating to the Regulation of Our Industry " and "Item 4B. Business Overview – Regulation".

Revenues

We derive revenues from the sale of both services and equipment.

Our principal source of revenues is from the sale of cellular network services, primarily network airtime usage fees, and is denominated primarily in shekels. In 2010, as in 2009, approximately one half of cellular network airtime usage fees were derived from outgoing calls and tariff rate plan fees (including bundled package fees), with the remainder generated from interconnect fees from other operators, roaming, and data and content services (including SMS). Data and content revenues excluding SMS messages accounted for 11.0% of service revenues in 2010 compared with 9.9% of service revenues in 2009. This increase reflected a year-on-year 15.9% increase in data and content revenues excluding SMS messages. Revenues from SMS message services accounted for 8.8% of service revenues in 2010, compared with 7.0% of service revenues in 2009, reflecting a year-on-year 32.1% increase in revenues from SMS message services. Other service revenues include revenues from the sale of extended handset warranties and from our fixed-line business.

The fixed line business segment derives revenues from a number of services provided over fixed line networks including transmission services, Primary Rate Interface ("PRI") lines for business sector customers, VoB telephony services and ISP services.

Cellular equipment revenues are derived from sales of cellular handsets, datacards, modems and related equipment, car kits and accessories.

For the fixed line business segment, equipment revenues include domestic routers, smartboxes and DECT phones, as well as related accessories.

We recognize revenues from network services (cellular, fixed-line and ISP) at the time we provide the service to the subscriber. We recognize revenues from equipment only upon delivery and the transfer of ownership to the subscriber.

Cost of Revenues

The principal components of our cost of revenues are:

- Payments to transmission, communication and content providers
- Cost of handsets, accessories and ISP related equipment
- Depreciation and amortization
- Wages and employee benefits expenses plus car maintenance
- Operating lease, rent and overhead expenses

- Cost of replacing or repairing damaged handsets
- Car kit installation, IT support, and other operating expenses
- Network maintenance
- Royalty expenses
- Other

Selling and Marketing Expenses

The principal components of our selling and marketing expenses are:

- Wages and employee benefits expenses plus car maintenance
- Advertising and marketing
- Selling commissions, net
- Depreciation
- Other

General and Administrative Expenses

The principal components of our general and administrative expenses are:

- Wages and employee benefits expenses plus car maintenance
- Bad debts and allowance for doubtful accounts
- Professional fees
- Credit card commissions
- Depreciation
- Other

Other Income, net

The principal components of our other income, net, are:

- Unwinding of trade receivables
- Other income
- Capital loss from sale of property and equipment

Finance Costs, Net

The principal components of our financial expenses are:

- Interest expenses
- Linkage expenses to CPI
- Interest costs in respect of liability for employee rights upon retirement

- Fair value loss from derivative financial instruments, net
- Factoring costs, net
- Other finance costs

The principal components of our financial income are:

- Expected return on plan assets
- Interest income from cash equivalents
- Other finance income

Key Business Indicators (Operating Data)

Our primary key business indicators are described below. These indicators are widely used in the cellular telephone service industry to evaluate performance.

- number of total and 3G subscribers;
- average monthly revenue per subscriber (ARPU);
- average monthly minutes of usage per subscriber (MOU); and
- churn rate.

Critical Accounting Policies and Estimates

The discussion and analysis of our financial condition and results of operations below is based upon our consolidated financial statements, which have been prepared in accordance with IFRS. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses during the reporting period. We also evaluate our estimates on an ongoing basis. Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. The Company makes estimates and assumptions concerning the future. The resulting accounting estimates will, by definition, seldom equal actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are addressed below.

Please refer to Note 2 to our consolidated financial statements included in this annual report for a summary of all of our significant accounting policies.

We believe the following critical accounting policies affect our more significant judgments and estimates used in the preparation of our consolidated financial statements. See also Note 4 to our consolidated financial statements.

a. Critical accounting estimates and assumptions

Property and equipment

The Company has substantial investments in tangible long-lived assets, primarily the Company's communications network. The assets are depreciated on a straight line basis over their estimated economic useful lives. This estimation of economic useful lives is based on assumptions of future changes in technology or changes in the Company's intended use of these assets. The assets' estimated economic useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period. The Company allocates purchase price between property and equipment and maintenance costs where they are purchased in a single transaction based on their estimated relative fair values. See also note 2(f) to our consolidated financial statements.

The Company also estimates the assets for impairment whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its estimated recoverable amount. The estimation of recoverable amount is based on the higher of an asset's fair value less costs to sell and value in use. For the purposes of assessing impairment, assets are grouped to at the lowest levels for which there are separately identifiable cash flows (cash-generating units). See also note 2(h) to our consolidated financial statements.

Licenses

See note 2(g) to our consolidated financial statements in respect of amortization of licenses costs.

Subscriber Acquisition and Retention Costs (SARC)

Costs to acquire or retain postpaid mobile telecommunication subscribers, pursuant to a contract with early termination penalties are capitalized in accordance with the policy described in note 2 (g) (4) to our consolidated financial statements. The costs (the subsidy and fees) associated with these sales, where the Company subsidizes the sale of the handset by selling it below its cost to secure a fixed-term profitable service contract, are considered an element of cost and the sale of the handset is treated as a non-revenue-generating transaction. Accordingly no revenue is recognized from these types of handset sales. The Company made an estimate of the expected useful life of the SARC, which is not longer than their minimum enforceable period, which is generally a period of 18 months. This estimate is reviewed, and adjusted if appropriate, at the end of each reporting period.

Allowance for doubtful accounts

See note 2(k) to our consolidated financial statements in respect of accounting for allowance for doubtful accounts.

Tax expenses

The Company is subject to income taxes in the Israeli jurisdiction. Judgment is required in determining the provision for income taxes. There are transactions and calculations for which the ultimate tax determination is uncertain. The Company recognizes liabilities for anticipated tax audit issues based on estimates of whether additional taxes will be due. Where the final tax outcome of these matters is different from the amounts that were initially recorded, such differences will impact the current and deferred income tax assets and liabilities in the period in which such determination is made. See also note 2(t) to our consolidated financial statements.

b. Critical judgments in applying the Company's accounting policies

Provisions for legal claims

The Company exercises judgment in measuring and recognizing provisions and the exposure pending litigation or other outstanding claims including claims for class actions. Judgment is necessary in the assessing the likelihood that a pending claim will succeed, or a liability will arise, and to quantify the possible range of final settlement. Provisions are recorded for liabilities when a loss is considered probable and can be reasonably estimated. Because of the inherent uncertainties in this evaluation process, actual losses may be different from the originally estimated provision. These judgments are subject to change as new information becomes available, primarily with the support of internal specialists, or with the support of outside consultants such as legal counsel.

Revisions to the estimates of these losses may affect future operating results.

Revenue Recognition

The Company recognizes service revenues based upon minutes and seconds used, net of credits and adjustments for service discounts. Because the Company's billing cycles use cut-off dates, which for the most part do not coincide with the Company's reporting periods, the Company is required to make estimates for service revenues earned but not yet billed at the end of each reporting period. These estimates are based primarily upon historical data and trends. Actual billing cycle results and related revenue may vary, depending on subscriber usage and rate plan mix, from the results estimated at the end of each period.

In certain cases, cellular handsets are sold to subscribers within the context of airtime packages, in order to allocate the revenues into separate units of accounting; the Company is required to estimate the fair value of each deliverable. These estimates are based upon the price of each deliverable when it is sold on a stand alone basis.

In view of the increasing use of packages with large quantities of minutes and/or data, starting in the first quarter of 2011 the Company has decided to change the methodology for allocating revenues from bundled packages between airtime revenues and data and content revenues including SMS. Instead of allocating on the basis of the quantities offered in the packages, revenues will be allocated based on the usage of the different services in the bundles. The Company's management believes that this change in the allocation of revenues will better reflect the contribution of data and content services including SMS. The new allocation will result in reduced data and content revenues including SMS revenues and increased airtime revenues for the bundled packages compared to the previous methodology.

Regarding the determination of whether the Company is acting as a principal or as an agent see note 2(q)(1) to our consolidated financial statements.

Sales of equipment with accompanying services

The revenue recognition criteria are usually applied separately to each transaction. However, in certain circumstances, it is necessary to apply the recognition criteria to the separately identifiable components of a single transaction in order to reflect the substance of the transaction. When the selling price of an arrangement includes an identifiable amount for subsequent servicing, that amount is deferred and recognized as revenue over the period during which the service is performed. Conversely, the recognition criteria are applied to two or more transactions together when they are linked in such a way that the commercial effect cannot be understood without reference to the series of transactions as a whole. The Company made judgments to determine that certain sales of equipment with accompanying services constitute an arrangement with multiple deliverables, and accordingly, consideration received is allocated to each deliverable based on the relative fair value of the individual element.

Results of Consolidated Operations for the Year Ended December 31, 2010 Compared to the Year Ended December 31, 2009

Composition of revenues and cost of revenues

	New Israeli Shekels	
	Year ended December 31,	
	2009	2010
	In millions	
Service revenues	5,424	5,662
Equipment revenues	655	1,012
Total revenues	6,079	6,674
Cost of revenues – Services	3,206	3,307
Cost of revenues – Equipment	564	786
Total Cost of revenues	3,770	4,093
Gross profit	2,309	2,581

In order to reflect a change in the approach of management, the allocation of revenues and cost of revenues between services and equipment within the cellular segment has changed, effective starting with the fourth quarter of 2010. Total profit for the cellular and fixed line segments separately remains unchanged. The figures for 2009 in the above table have not been reclassified. However, had the allocation been applied to 2009, service revenues would have been higher by NIS 22 million and equipment revenues would have been lower by the same amount. For the cost of revenues, had the allocation been applied to 2009, the cost of service revenues would have been lower by NIS 46 million and the cost of equipment sales revenues would have been higher by the same amount. The figures and discussion presented below assumes a retroactive application of the reallocation from 2009.

Revenues. Partner achieved total net revenues of NIS 6,674 (US\$ 1,880 million) in 2010, an increase of 9.8% from NIS 6,079 million in 2009.

Revenues from services. Annual service revenues totaled NIS 5,662 million (US\$ 1,595 million) in 2010, an increase of 4.0% from NIS 5,446 million in 2009. This assumes a retroactive application of the reallocation of revenues between services and equipment within the cellular segment that occurred in 2010 (see above).

The increase mainly reflected growth in cellular segment service revenues from the continued expansion of the cellular subscriber base, which grew by approximately 4.3% on an average basis in 2010, as well as continued growth in revenues from the use of data and content services and renewed growth in roaming activity after the decline in 2009. These increases more than offset the impact of the ongoing tariff erosion due to the fiercely competitive cellular market.

Fixed line segment service revenues (including inter-segment revenues) increased by 86.4% to NIS 164 million for 2010 from NIS 88 million for 2009, attributable mainly to an increase in revenues from growth in the ISP and fixed line telephony services subscriber base and in inter-segment revenues.

Cellular data and content revenues excluding SMS increased by 16.0% in 2010 to NIS 622 million (US\$ 175 million), compared with NIS 536 million in 2009 and represented 11.0% of service revenues in 2010 compared with 9.9 % of service revenues in 2009.

Revenues from SMS message services in 2010 totaled NIS 498 million (US\$ 140 million), accounting for 8.8% of service revenues, up by 32.1% from NIS 377 million, or 7.0% of service revenues, in 2009.

The growth in content and data services (including SMS) partially reflected the continued growth in sales of bundled voice, SMS and data packages, for which the revenues are allocated according to the quantities offered in the packages.

Revenues from equipment. Equipment revenues in 2010 were NIS 1,012 million (US\$ 285 million), increasing by 59.9% from NIS 633 million in 2009. This assumes a retroactive application of the reallocation of revenues between services and equipment within the cellular segment that occurred in 2010 (see above).

The increase in revenues reflected an increase in the average revenue per device sold, in part attributable to an increase in the proportion of sales of smartphones and 3G devices. In addition, the increase in average revenue per device reflected the increased practice of selling handsets through installment plans under which the subscriber obtains rebates, which are dependent upon the level of the subscriber's monthly service usage. Under this practice, the full price of the handset is recorded at the time of sale, whilst the subsequent rebates are recorded over a period of up to 36 months.

As a result of the increase in average revenues per device, there was a significant reduction in the number of devices capitalized which in turn led to a reduction in the level of equipment revenues that were capitalized from NIS 241 million in 2009 to NIS 83 million in 2010.

Gross profit. Gross profit in 2010 totaled NIS 2,581 million (US\$ 727 million), an 11.8% increase from NIS 2,309 million in 2009. Gross profit for the cellular segment increased by 9.0% from NIS 2,366 million in 2009 to NIS 2,580 million (US\$ 727 million) in 2010. Gross profit for the fixed line segment increased from a gross loss of NIS 57 million in 2009 to a gross profit of NIS 1 million (US\$ 0.3 million) in 2010.

Gross profit from services. The annual gross profit from services was NIS 2,355 million (US\$ 664 million) in 2010, an increase of 3.0% from NIS 2,286 million in 2009. This assumes a retroactive application of the reallocation of revenues between services and equipment within the cellular segment that occurred in 2010 (see above).

For the cellular segment, the gross profit from services (including inter-segment activity) was NIS 2,344 million (US\$ 660 million) in 2010, compared with NIS 2,324 million in 2009, an increase of 0.8%. The increase reflected the higher service revenues, largely offset by an increase in the cost of service revenues of 5.0%. Cost of service revenues increased primarily due to an increase of approximately NIS 93 million in depreciation and amortization expenses. This increase was mainly due to approximately NIS 70 million of additional amortization expenses for capitalized subscriber acquisition and retention costs resulting from the commencement of capitalization from the beginning of 2009. A one-time impairment of NIS 16 million of expenses of capitalized subscriber acquisition and retention costs was also recorded in the fourth quarter of 2010 as a result of an amendment to the Telecommunications Law which imposes restrictions on subscriber exit fines.

In addition, the Company recorded accelerated depreciation expenses in the amount of NIS 16 million related to network equipment to be replaced following the agreement signed with LM Ericsson Israel Ltd. in October 2010 for the upgrade, replacement and the expansion of the cellular and fixed line networks. The Company estimates that the agreement will lead to further accelerated depreciation expenses of network equipment for 2011 in the amount of approximately NIS 70 million.

Interconnect expenses also increased markedly in 2010, reflecting the higher cellular subscriber base, and the increased usage per cellular user.

These increases in the cost of revenues were partially offset by the impact of two legal developments:

First, following a Supreme Court decision in December 2010 which fully accepted the Company's petition against the Ministry of Communications regarding the amount of frequency fees owed by the Company for allocated frequencies, frequency fee expenses were reduced by approximately NIS 50 million in the fourth quarter of 2010. Second, in 2009, the Company made a provision in the amount of approximately NIS 30 million for a demand by the Ministry of Communications for frequency fee payments with respect to the Company's past use of a frequency band. The demand was settled in March 2010 for the same amount as the provision.

In addition, the Company benefitted from a scheduled reduction in its royalty payments set by the Telecommunications Regulations from 1.5% in 2009 to 1% in 2010.

For the fixed line segment, the gross profit from services (including intersegment activity) was NIS 11 million (US\$ 3 million) in 2010, compared with a gross loss of NIS 38 million in 2009. The increase in profit was attributable to increases in profits from both existing services including transmission services and Primary Rate Interface ("PRI") lines for business sector customers, as well as an increase in profits from the ISP and fixed line telephony services that were launched at the beginning of 2009, as a result of the continuing growth in the subscriber base of these services and an increase in intersegment revenues.

Gross profit from non-capitalized equipment sales. The gross profit from non-capitalized equipment sales was NIS 226 million (US\$ 64 million) in 2010, compared with NIS 23 million in 2009. This assumes a retroactive application of the reallocation of revenues between services and equipment within the cellular segment that occurred in 2010 (see above).

The increase was attributable to an increase in the average profit per equipment sale. The total amount of equipment subsidies that were capitalized in 2010 was NIS 51 million, a decrease from NIS 169 million of equipment subsidies capitalized in 2009.

Selling, marketing and general and administrative expenses. Selling, marketing, general and administrative expenses amounted to NIS 785 million (US\$ 221 million) in 2010, an increase of 16.0% from NIS 677 million in 2009. The increase was mainly attributed to higher salary expenses and selling costs, together with increased marketing and advertising expenses, partially offset by a reduction in bad debts and doubtful accounts expenses. The total amount of selling expenses capitalized in 2010 was NIS 21 million, compared with NIS 29 million in 2009.

The increase in expenses occurred despite a reduction in the selling, marketing, general and administrative expenses related to the fixed line segment, which decreased by 51.0%, from NIS 51 million in 2009 to NIS 25 million (US\$ 7 million) in 2010. The decrease largely reflected lower marketing and advertising expenses related to the ISP and fixed line telephony services that were launched in 2009.

Other income, net. Other income, net, totaled NIS 64 million (US\$ 18 million) in 2010, decreasing by 7.2% from NIS 69 million in 2009. The decrease primarily reflected a one time provision in the amount of approximately NIS 6 million made in the third quarter of 2010 with respect to a lawsuit.

Operating profit. As a result of the above, the Company recorded an operating profit of NIS 1,860 million (US\$ 524 million) in 2010, a 9.3% increase from NIS 1,701 million in 2009. The fixed line segment contributed 53% of the annual increase in operating profit and the cellular segment contributed 47%.

Financial expenses, net. Financial expenses, net, for 2010 were NIS 181 million (US\$ 51 million), an increase of 2.8% from NIS 176 million in 2009. The increase was primarily attributable to an increase in interest expenses resulting from our higher debt level which was partially offset by an increase in currency gains from movements of both the US dollar and the Euro against the Israeli Shekel.

Profit before income tax. Profit before income taxes for 2010 was NIS 1,679 million (US\$ 473 million), an increase of 10.0% from NIS 1,525 million in 2009.

Income taxes on profit for 2010 were NIS 436 million (US\$ 123 million), an increase of 13.5% from NIS 384 million in 2009.

The effective tax rate for 2010 was 26.0% compared with 25.2% for 2009. As part of the Economic Efficiency Law that was enacted in July 2009, the Israeli corporate tax rate is scheduled to be reduced by one percent each year from a rate of 26% in 2009 to 20% in 2015, and then to 18% from 2016. As a result, the Israeli corporate tax rate was reduced from 26% in 2009 to 25% in 2010. This change in the future corporate tax rate led to an increase in the deferred tax assets in 2009 in the amount of approximately NIS 18 million, with a corresponding decrease in deferred expenses in 2009, which provided the main reason for the increase in the effective tax rate in 2010 compared to 2009.

(See Note 23 (b) in our consolidated financial statements).

Net profit. Net profit in 2010 was NIS 1,243 million (US\$ 350 million) and earnings per diluted share were NIS 7.95 (US\$ 2.24), representing an 8.9% increase from net profit of NIS 1,141 million and earnings per diluted share of NIS 7.37 in 2009.

EBITDA. EBITDA for 2010 increased by NIS 266 million or 11.5%, reaching NIS 2,570 million (US\$ 724 million), or 38.5% of total revenues, compared with NIS 2,304 million, or 37.9% of total revenues, in 2009.

EBITDA for the cellular segment was NIS 2,558 million (US\$ 721 million) in 2010, increasing by 7.2% from NIS 2,387 million in 2009. EBITDA for the fixed line segment was NIS 12 million (US\$ 3.4 million) in 2010, compared with a loss of NIS 83 million in 2009, providing a contribution to EBITDA growth of NIS 95 million (36% of the total consolidated growth). The increase in EBITDA was attributed primarily to the reduction of the loss from the ISP and fixed line telephony services which were launched at the beginning of 2009.

EBITDA as reviewed by the Chief Operator Decision Maker (CODM), represents earnings before interest (finance costs, net), taxes, depreciation and amortization, as a measure of operating profit. EBITDA is not a financial measure under IFRS and may not be comparable to other similarly titled measures for other companies. EBITDA may not be indicative of the Company's historic operating results nor is it meant to be predictive of potential future results. For a reconciliation of EBITDA with our audited financial data, see Note 5 in the consolidated financial statements for 2010.

Results of Operations by Segment for the Year Ended December 31, 2010 Compared to the Year Ended December 31, 2009

New Israeli Shekels				
Year ended December 31, 2010				
In millions				
	Cellular segment	Fixed line segment	Elimination	Consolidated
Segment revenue - Services	5,555	107		5,662
Inter-segment revenue - Services	20	57	(77)	
Segment revenue - Equipment	987	25		1,012
Total revenues	6,562	189	(77)	6,674
Segment cost of revenues – Services	3,174	133		3,307
Inter-segment cost of revenues- Services	57	20	(77)	
Segment cost of revenues - Equipment	751	35		786
Cost of revenues	3,982	188	(77)	4,093
Gross profit	2,580	1		2,581
Operating expenses	760	25		785
Other income	64			64
Operating profit (loss)	1,884	(24)		1,860
Adjustments to presentation of EBITDA				
-depreciation and amortization	633	36		669
- Impairment of intangible assets	16			16
-other (1)	25			25
EBITDA	2,558	12		2,570
Reconciliation of EBITDA to profit before tax :				
- Depreciation and amortization				(669)
Impairment of intangible assets				(16)
- Finance costs, net				(181)
- Other (1)				(25)
Profit before tax				1,679

New Israeli Shekels				
Year ended December 31, 2009				
In millions				
	Cellular segment	Fixed line segment	Elimination	Consolidated
Segment revenue - Services	5,369	55		5,424
Inter-segment revenue - Services	11	33	(44)	
Segment revenue - Equipment	628	27		655
Total revenues	6,008	115	(44)	6,079
Segment cost of revenues – Services	3,091	115		3,206
Inter-segment cost of revenues- Services	33	11	(44)	
Segment cost of revenues - Equipment	518	46		564
Cost of revenues	3,642	172	(44)	3,770
Gross profit (loss)	2,366	(57)		2,309
Operating expenses	626	51		677
Other income	69			69
Operating profit (loss)	1,809	(108)		1,701
Adjustments to presentation of EBITDA				
–depreciation and amortization	552	25		577
–other (1)	26			26
EBITDA	2,387	(83)		2,304
Reconciliation of EBITDA to profit before tax :				
- Depreciation and amortization				(577)
- Finance costs, net				(176)
- Other (1)				(26)
Profit before tax				1,525

(1) Mainly employee share based compensation expenses.

In order to reflect a change in the approach of management, the allocation of revenues and cost of revenues between services and equipment within the cellular segment has changed, effective starting with the fourth quarter of 2010. Total profit for the cellular and fixed line segments separately remains unchanged. The figures for 2009 in the above table have not been reclassified. However, had the allocation been applied to 2009, service revenues would have been higher by NIS 22 million and equipment revenues would have been lower by the same amount. For the cost of revenues, had the allocation been applied to 2009, the cost of service revenues would have been lower by NIS 46 million and the cost of equipment sales revenues would have been higher by the same amount. The figures and discussion presented below assumes a retroactive application of the reallocation from 2009.

Cellular Business Segment

Revenues from services. In 2010, service revenues from the Company's cellular business segment totaled NIS 5,575 million (US\$ 1,571 million), representing an increase of 3.2% from NIS 5,402 million in 2009. This assumes a retroactive application of the reallocation of revenues between services and equipment within the cellular segment that occurred in 2010 (see above). These revenues included approximately NIS 20 million of inter-segment revenues in 2010, compared with NIS 11 million in 2009.

The increase mainly reflected the continued expansion of the cellular subscriber base which grew by approximately 4.3% on an average basis in 2010, as well as continued growth in revenues from the use of data and content services and renewed growth in roaming activity after the decline in 2009. These increases more than offset the impact of the ongoing tariff erosion due to the fiercely competitive cellular market

Revenues from equipment. Equipment revenues from the Company's cellular business segment totaled NIS 987 million (US\$ 278 million) in 2010, compared with equipment revenues of NIS 606 million in 2009. This assumes a retroactive application of the reallocation of revenues between services and equipment within the cellular segment that occurred in 2010 (see above).

The increase in revenues reflected an increase in the average revenue per device sold, in part attributable to an increase in the proportion of sales of smartphones and 3G devices. In addition, the increase in average revenue per device reflected the increased practice of selling handsets through installment plans under which the subscriber obtains rebates, which are dependant upon the level of the subscriber's monthly service usage. In this practice, the full price of the handset is recorded at the time of sale, whilst the subsequent rebates are recorded over a period of up to 36 months.

As a result of the increase in average revenues per device, there was a significant reduction in the number of devices capitalized, which in turn led to a reduction in the level of equipment revenues that were capitalized from NIS 241 million in 2009 to NIS 83 million in 2010.

In addition, the Company benefitted from a scheduled reduction in its royalty payments set by the Telecommunications Regulations from 1.5% in 2009 to 1% in 2010.

Gross profit from equipment. The gross profit from the cellular business segment equipment revenues was NIS 236 million (US\$ 66 million) in 2010, compared with a gross profit of NIS 42 million in 2009. This assumes a retroactive application of the reallocation of revenues between services and equipment within the cellular segment that occurred in 2010 (see above).

The increase was attributable to an increase in the average profit per equipment sale. The total amount of equipment subsidies that were capitalized in 2010 was NIS 51 million, a decrease from NIS 169 million of equipment subsidies capitalized in 2009.

Gross profit. The overall gross profit from the cellular business segment was NIS 2,580 million (US\$ 727 million) in 2010, compared with NIS 2,366 million in 2009, an increase of 9.0%.

Selling, marketing and general and administrative expenses. The cellular segment's selling, marketing, general and administrative expenses amounted to approximately NIS 760 million (US\$ 214 million) in 2010, an increase of 21.4% from NIS 626 million in 2009. The increase was mainly attributed to higher salary expenses and selling costs, together with increased marketing and advertising expenses, partially offset by a reduction in bad debts and doubtful accounts expenses. The total amount of selling expenses capitalized in 2010 was NIS 21 million, compared with NIS 29 million in 2009.

Other income, net. Other income, net, totaled NIS 64 million (US\$ 18 million) in 2010, decreasing by 7.2% from NIS 69 million in 2009. The decrease primarily reflected a one time provision in the amount of approximately NIS 6 million made in the third quarter of 2010 with respect to a lawsuit.

Operating profit. As a result of the above, operating profit from the segment's activities totaled NIS 1,884 million (US\$ 531 million) in 2010, compared with NIS 1,809 million in 2009, an increase of 4.1%.

EBITDA for the segment was NIS 2,558 million (US\$ 721 million) in 2010, representing an increase of 7.2% from NIS 2,387 million in 2009.

Fixed Line Business Segment

Revenues from services. Fixed line business segment service revenues (including inter-segment revenues) increased by 86.4% to NIS 164 million for 2010 from NIS 88 million for 2009, attributable mainly to an increase in revenues from growth in the ISP and fixed line telephony services subscriber base and an increase in inter-segment revenues.

Revenues from equipment. Equipment revenues from the Company's fixed line business segment totaled NIS 25 million (US\$ 7 million) in 2010, a decrease of 7.4% compared with NIS 27 million in 2009. The decrease primarily reflected a decrease in the number of new activations.

Gross profit from services. For the fixed line segment, the gross profit from services (including intersegment activity) was NIS 11 million (US\$ 3 million) in 2010, compared with a gross loss of NIS 38 million in 2009. The increase in profit was attributable to increases in profits from both existing services including transmission services and Primary Rate Interface ("PRI") lines for business sector customers, as well as an increase in profits from the ISP and fixed line telephony services that were launched at the beginning of 2009, as a result of the continuing growth in the subscriber base of these services.

Gross loss from equipment. The gross loss from the fixed line business segment equipment revenues was NIS 10 million (US\$ 3 million) in 2010, compared with NIS 19 million in 2009. The reduction in gross loss was primarily related to a decrease in the average cost of equipment devices for ISP and fixed line telephony subscribers.

Gross profit. The overall gross profit from the fixed line business segment was NIS 1 million (US\$ 0.3 million) in 2010, compared with a gross loss of NIS 57 million in 2009. The decrease in the gross loss was attributable to improved profitability of both existing services including transmission service and PRI line, as well as of the ISP and fixed line telephony services that were introduced in 2009.

Selling, marketing and general and administrative expenses. The fixed line segment's selling, marketing, general and administrative expenses amounted to approximately NIS 25 million (US\$ 7 million) in 2010, a decrease of 51.0% from NIS 51 million in 2009. The decrease largely reflected a decrease in marketing and advertising expenses related to the ISP and fixed line telephony services that were launched in 2009.

Operating loss. Operating loss from the segment's activities totaled NIS 24 million (US\$ 7 million) in 2010, compared with a loss of NIS 108 million in 2009, a decrease of 77.8%.

EBITDA for the segment was NIS 12 million (US\$ 3 million) in 2010, compare with a loss of NIS 83 million in 2009. The increase in EBITDA was attributed primarily to the narrowing of the loss from the ISP and fixed line telephony services which were launched at the beginning of 2009.

Results of Consolidated Operations for the Year Ended December 31, 2009 Compared to the Year Ended December 31, 2008

Composition of revenues and cost of revenues

	New Israeli Shekels	
	Year ended December 31,	
	2008	2009
	In millions	
Service revenues	5,546	5,424
Equipment revenues	756	655
Total revenues	6,302	6,079
Cost of revenues – Services	3,025	3,206
Cost of revenues - Equipment	843	564
Total Cost of revenues	3,868	3,770
Gross profit	2,434	2,309

Revenues. Partner achieved total net revenues of NIS 6,079 million in 2009, a decrease of 3.5% from NIS 6,302 million in 2008.

Revenues from services. Annual service revenues totaled NIS 5,424 million in 2009, decreasing by 2.2% from NIS 5,546 million in 2008. The annual decrease was due to lower outgoing voice revenues reflecting both the competitive market conditions and the reduction in the billing interval at the beginning of 2009 as mandated by the Ministry of Communications, as well as the impact of lower roaming activity.

These impacts were partially mitigated by continued increases in fixed line business revenues and content and data revenues and by the increase in 2009 in total network minutes of approximately 3.4%. Growth in total network minutes resulted from our expanding subscriber base, which grew by approximately 5% at year-end 2009 compared to the subscriber base at year-end 2008.

Data and content revenues excluding SMS increased by 6.8% in 2009 to NIS 536 million, compared with NIS 501 million in 2008 and represented 9.9% of service revenues in 2009 compared with 9.0 % of service revenues in 2008.

Revenues from SMS message services in 2009 totaled NIS 377 million, accounting for 7.0% of service revenues, up by 16.0% from NIS 325 million, or 5.9% of service revenues, in 2008.

Revenues from equipment. Equipment revenues in 2009 were NIS 655 million, decreasing by 13.4% from NIS 756 million in 2008. The decrease in revenues principally reflected the impact of handset capitalization of those sales where the conditions for capitalization under IFRS were met. This had the effect of reducing equipment revenues by approximately NIS 241 million. The annual increase in handset revenues taking into account the capitalized handset revenues is primarily due to an increase in revenue per handset sale.

Whilst our financial statements have been prepared on the basis of the application of IFRS as from January 1 2008, the capitalization of subscriber acquisition and retention costs (including relevant handset revenues) only began on January 1, 2009, the first period in which the conditions for capitalization as described in the relevant accounting policy were fulfilled.

Gross profit. Gross profit in 2009 totaled NIS 2,309 million, representing a 5.1% decrease from NIS 2,434 million in 2008.

Gross profit from services. The annual gross profit from services was NIS 2,218 million in 2009, a decrease of 12.0% from NIS 2,521 million in 2008. The decrease reflected lower service revenues, as well as an increase of 6.0% in the cost of service revenues from NIS 3,025 million in 2008 to NIS 3,206 million in 2009. The increase in the cost of service revenues primarily reflected additional expenses associated with the new fixed line services, and additional amortization expenses of approximately NIS 88 million of the handsets subsidies that were capitalized starting in 2009. These expenses were partially offset by various cost control activities, lower roaming expenses, the impact of the annual reduction in the rate of royalty payments (under our operating license) and the impact of the reduction in the interconnect tariff billing interval from 12 second intervals to single second intervals which was mandated by the Ministry of Communications from the beginning of 2009.

Gross profit from non-capitalized equipment sales. The gross profit from non-capitalized equipment sales was NIS 91 million in 2009, compared with a gross loss on equipment sales of NIS 87 million in 2008. This change primarily reflected the net impact of the capitalization of handset subsidies (handset revenues less handset costs) under IFRS in 2009 in an amount of approximately NIS 169 million, in addition to a decrease in the average subsidy per transaction.

Selling, marketing and general and administrative expenses. Selling, marketing, general and administrative expenses amounted to NIS 677 million in 2009, a slight increase of 0.7% from NIS 672 million in 2008. The increase mainly reflected the additional marketing, selling and administration expenses related to the ISP and fixed telephony initiatives, offset by the net impact of the capitalization of sales costs and commissions under IFRS which reduced expenses by approximately NIS 29 million in 2009.

In addition, the Company undertook a number of cost control measures over the year to limit sales and marketing expenses. The annual expenses recorded in 2009 for doubtful accounts from receivables on handset sales and service revenues also decreased compared with 2008.

Operating profit. As a result of the above, the Company recorded an operating profit of NIS 1,701 million in 2009, a 6.8% decrease from NIS 1,826 million in 2008.

Financial expenses, net. Financial expenses, net, for 2009 were NIS 176 million, representing a decrease of 4.3% from NIS 184 million in 2008. The annual decrease was primarily attributable to a decrease in interest expenses and linkage expenses to CPI related to Notes Series A.

Profit before income tax. Profit before income taxes for 2009 was NIS 1,525 million, down 7.1% compared to NIS 1,642 million in 2008.

Income taxes on profit for 2009 were NIS 384 million, a decrease of 13.5% from NIS 444 million in 2008.

The decrease mainly reflected the impact of the reduction in Israeli corporate tax rate from 27% in 2008 to 26% in 2009. The Israeli corporate tax rate has been reduced further to 25% for 2010.

Net profit. Net profit in 2009 was NIS 1,141 million and earnings per diluted share were NIS 7.37, representing a 4.8% decrease from net profit of NIS 1,198 million and earnings per diluted share of NIS 7.65, in 2008.

Results of Operations by Segment for the Year Ended December 31, 2009 Compared to the Year Ended December 31, 2008

(See table above for the results by segment for the year ended December 31, 2009)

New Israeli Shekels				
Year ended December 31, 2008				
In millions				
	Cellular segment	Fixed line segment	Reconciliation for consolidation	Consolidated
Segment revenue - Services	5,521	25		5,546
Inter-segment revenue - Services	2	15	(17)	
Segment revenue - Equipment	756	-		756
Total revenues	6,279	40	(17)	6,302
Segment cost of revenues – Services	2,969	56		3,025
Inter-segment cost of revenues- Services	15	2	(17)	
Segment cost of revenues - Equipment	842	1		843
Cost of revenues	3,826	59	(17)	3,868
Gross profit (loss)	2,453	(19)		2,434
Operating expenses	656	16		672
Other income	64			64
Operating profit (loss)	1,861	(35)		1,826
Adjustments to presentation of EBITDA –depreciation and amortization	445	18		463
–other	9			9
EBITDA	2,315	(17)		2,298
Reconciliation of EBITDA to profit before tax				
- Depreciation and amortization				(463)
- Finance costs, net				(184)
- Other				(9)
Profit before tax				1,642
Allowance for decline in value of inventories	5	-		5

Cellular Business Segment

Revenues from services. In 2009, service revenues from the Company's cellular business segment totaled NIS 5,380 million, representing a decrease of 3% from NIS 5,523 million in 2008. These revenues included approximately NIS 11 million of inter-segment revenues in 2009, compared with NIS 2 million in 2008. The annual decrease was due to lower outgoing voice revenues reflecting both the competitive market conditions and the reduction in the billing interval at the beginning of 2009 as mandated by the Ministry of Communications, as well as the impact of lower roaming activity. These impacts were partially mitigated by continued increases in content and data revenues and by the increase in 2009 in total network minutes of approximately 3.4%, resulting from the expanding subscriber base, which grew by approximately 3.5% on an average basis in 2009.

Revenues from equipment. Equipment revenues from the Company's cellular business segment totaled NIS 628 million in 2009, compared with equipment revenues of NIS 756 million in 2008. The decrease in revenues principally reflected the impact of handset capitalization of those sales where the conditions for capitalization under IFRS were met. This had the effect of reducing equipment revenues by approximately NIS 241 million.

Gross profit from services. The gross profit from the cellular business segment service revenues was NIS 2,256 million in 2009, compared with NIS 2,539 million in 2008, a decrease of 11%. The decrease reflected the lower service revenues, as well as an increase in the cost of service revenues. The increase in the cost of service revenues primarily reflected additional amortization expenses in an amount of approximately NIS 88 million of the handsets subsidies that were capitalized starting in 2009. These expenses were partially offset by various cost control activities, lower roaming expenses, the impact of the reduction in the rate of royalty payments and the impact of the reduction in the interconnect tariff billing interval.

Gross profit from equipment. The gross profit from the cellular business segment equipment revenues was NIS 110 million in 2009, compared with a gross loss of NIS 86 million in 2008. This change primarily reflected the net impact of the capitalization of handset subsidies (handset revenues less handset costs) under IFRS in 2009 in an amount of approximately NIS 169 million, in addition to a decrease in the average subsidy per transaction.

Gross profit. The overall gross profit from the cellular business segment was NIS 2,366 million in 2009, compared with NIS 2,453 million in 2008, a decrease of 4%.

Selling, marketing and general and administrative expenses. The cellular segment's selling, marketing, general and administrative expenses amounted to approximately NIS 626 million in 2009, a decrease of 4.6% from NIS 656 million in 2008. The decrease reflected the net impact of the capitalization of sales costs and commissions under IFRS which reduced expenses by approximately NIS 29 million in 2009. In addition, the Company undertook a number of cost control measures over the year to reduce sales and marketing expenses. The expense for doubtful accounts from receivables on handset sales and service revenues also decreased in 2009 compared with 2008.

Operating profit. As a result of the above, operating profit from the segment's activities totaled NIS 1,809 million in 2009, compared with NIS 1,861 million in 2008, a decrease of 3%.

EBITDA for the segment was NIS 2,387 million in 2009, representing an increase of 3% from NIS 2,315 million in 2008.

Fixed Line Business Segment

Revenues from services. In 2009, service revenues from the Company's fixed line business segment totaled NIS 88 million, representing an increase of 120% from NIS 40 million in 2008. These revenues included approximately NIS 33 million of inter-segment revenues in 2009, compared with NIS 15 million in 2008. The increase was attributable mainly to the introduction of the ISP and fixed line telephony services in 2009.

Revenues from equipment. Equipment revenues from the Company's fixed line business segment totaled NIS 27 million in 2009, compared with no equipment revenues in 2008.

Gross loss from services. The gross loss from the fixed line business segment service revenues was NIS 38 million in 2009, compared with NIS 18 million in 2008, an increase of 111%. The increase was attributable to expenses related to introduction of the ISP and fixed line telephony services in 2009.

Gross loss from equipment. The gross loss from the fixed line business segment equipment revenues was NIS 19 million in 2009, compared with NIS 1 million in 2008. Again, the increase was attributable to the introduction of the ISP and fixed line telephony services in 2009.

Gross loss. The overall gross loss from the fixed line business segment was NIS 57 million in 2009, compared with a gross loss of NIS 19 million in 2008, an increase of 200%. The increase in the gross loss was attributable to expenses related to the introduction of the ISP and fixed line telephony services in 2009.

Selling, marketing and general and administrative expenses. The fixed line segment's selling, marketing, general and administrative expenses amounted to approximately NIS 51 million in 2009, an increase of 219% from NIS 16 million in 2008.

Operating loss. Operating loss from the segment's activities totaled NIS 108 million in 2009, compared with a loss of NIS 35 million in 2008, an increase of 208%.

EBITDA for the segment was a loss of NIS 83 million in 2009, representing an increase in loss of 388% from NIS 17 million in 2008. Within the total, the new ISP and fixed line telephony services contributed a loss of NIS 119 million, compared with a loss of NIS 26 million from these services in 2008. The loss from the new ISP and fixed line telephony services was partially offset by an increase in profit of NIS 27 million from the transmission and PRI services.

Seasonality

Our service revenues and profitability show some seasonal trends over the year, but the overall impact is not considered to be material. Generally, airtime minutes and consequently airtime revenues are affected by the number of monthly work days and daylight hours in the day, which varies throughout the year. In addition, airtime revenues are lower in February which is a shorter than average month and during the Jewish holiday period, but are higher in the summer months as a result of roaming charges from increased travel abroad by subscribers and from foreign roamers using our network. There is no assurance that these trends will continue in the future.

NIS in millions	Three months ended			
	March 31	June 30	Sept. 30	Dec. 31
Service Revenues				
2008	1,342	1,376	1,458	1,397
2009	1,298	1,360	1,389	1,377
2010	1,354	1,405	1,447	1,456

Impact of Inflation and Exchange Rate Fluctuations

Substantially all of our revenues and a majority of our operating expenses are denominated in shekels. However, in recent years, approximately 25% of our operating expenses (excluding depreciation), including a substantial majority of our handset purchases, were linked to non-shekel currencies, mainly the US dollar. These expenses related principally to the acquisition of handsets, where the price paid by us is based mainly on US dollars. In addition, a substantial majority of our capital expenditures (including with respect to our 3G networks) are incurred in, or linked to, non-shekel currencies, mainly US dollars. Thus, although the relative decline in value of the US dollar against the shekel has helped offset increases in our financial and operating expenses in recent years, any devaluation of the shekel against the dollar (or other foreign currencies) will increase the shekel cost of our non-shekel denominated or linked expenses and capital expenditures. Such an increase may have an adverse impact on our results, which may be material. Material changes in exchange rates may cause the amounts that we must invest to increase materially in shekel terms. We hedge a portion of our foreign currency commitments. See "Item 11. Quantitative and Qualitative Disclosures About Market Risk".

Our current borrowings are in shekels, and most of our financial debt are linked to the consumer price index. If the CPI increases, we may not be permitted to raise our tariffs in a manner that would fully compensate for any increase in our financial expenses. In 2010, the CPI increased 2.3 %, causing an increase of NIS 54 million in our financial expenses, net, compared to a CPI increase of 3.8% in 2009, which caused an increase of NIS 88 million in financial expenses, net. The CPI for each month is published on the 15th day of the following month; references above to the annual change in CPI for a given year is the change from the CPI published on the 15th day of December of the preceding year to the CPI published on the 15th day of December of the relevant year, which for the purposes of this annual report, covers the twelve months beginning January 1 through December 31 of the year in question.

5B. Liquidity and Capital Resources

The discussion below first describes our financial indebtedness (Notes payable, long-term bank loans and credit facilities, and total financial debt) and capital expenditures, then our dividend payment, and finally our main sources of liquidity.

Notes payable:

Series A Notes due 2012. In March 2005, we completed the offering of our Notes due 2012, raising NIS 2.0 billion in a public offering in Israel. Of these, notes having an aggregate principal amount of approximately NIS 36.5 million were purchased by our wholly owned subsidiary Partner Future Communications 2000 Ltd., or PFC. PFC also received an additional allocation of notes having an aggregate principal amount of NIS 500 million. The notes that PFC received pursuant to this additional allocation do not confer the right to receive any payment whatsoever on account of principal or interest until they are first sold by PFC. To date, no such notes have been sold to third parties. The notes due 2012 are listed on the Tel Aviv Stock Exchange, and members of our Board of Directors and senior management may have purchased a portion of the Series A Notes due 2012 through stock exchange transactions.

Quarterly repayments of principal and interest on the Series A Notes due 2012 are made in twelve installments, beginning in June 2009 and ending in March 2012. Principal and interest payments on the Series A Notes due 2012 are linked to the consumer price index for the month of February 2005 with annual interest on the notes equal to 4.25% adjusted according to the CPI.

With respect to the capital reduction, (see "Item 5A. Operating Results - Capital Reduction" above), on February 22, 2010, the Company announced that the District Court had approved the Distribution Application submitted by the Company. On February 18, 2010 the Company announced that it had reached a final settlement with the objecting holders of Series A Notes (the "Settlement"). According to the Settlement, in the event of a reduction in the current credit rating of the Series A Notes by the credit rating company S&P Maalot, there would be an increase to the annual linked interest rate that the Series A Notes bear, in the amount of 1% in the year 2010 and in the amount of 0.5% in the year 2011, for each reduction of one rating category from the current credit rating (ilAA). The increase would take effect from the date of publication of the credit downgrading, and remain in effect so long as the credit downgrading is valid. The increase in the interest rate would terminate upon the earlier of a credit upgrade or by the end of the relevant calendar year, whichever occurs first, provided that the increased interest rate applies for at least three months.

The notes are rated ilAA- by Standard and Poor's Maalot, and Aa3 with a negative forecast by Midroog, two of Israel's rating agencies. The Company was rated ilAA-/negative by Standard and Poor's Maalot. Therefore, the Series A Notes interest remained unchanged.

The table below sets forth the payments of principal to be made on our Notes Series A due 2012, based on the CPI at December 31, 2010.

	<u>NIS in millions</u>
Principal payments due in:	
2011	575
2012	383
Total	958

Series B Notes due 2016. On November 29, 2009 the Company issued to Israeli institutional investors approximately NIS 448 million of unsecured non-convertible Series B Notes through a private placement in Israel. The notes are linked (principal and interest) to increases in the Israeli CPI for the month of October 2009. The principal amount of Series B Notes is repayable in four equal annual installments between 2013 and 2016 and bears interest at annual rate of 3.4%. The interest is payable on a semi-annual basis. The Notes have been rated ilAA-, on a local scale, by Standard & Poor's Maalot.

Until May 31, 2010 the Notes were not listed for trading on the TASE and during that period We undertook the following: (i) to pay additional interest at an annual rate of 0.6% until a prospectus or a shelf offering report was published for the listing for trade of the Notes on the TASE; (ii) to make a one-time additional interest payment at an annual rate of 0.25% in the event there is a downgrade in the rating of the Notes from the date of the downgrade announcement by the rating agency and until a prospectus or a shelf offering report is published for the listing of the Notes for trading on the TASE. If the rating of the Notes was further downgraded, no additional interest payments were to be made following such subsequent downgrades; (iii) a negative pledge (subject to certain carve-outs); and (iv) to undertake additional events of default of the Notes, as follows: (a) the rating of the Notes in Israel decreases below BBB (by Standard & Poor's Maalot or an equivalent rating by another rating agency) on a local scale; and (b) we fail to comply with its existing financial covenants.

As of June 1, 2010, the Notes have been listed for trading on the TASE. As a result we ceased paying additional interest at an annual rate of 0.6% and, from this date, the annual interest rate is 3.4%. Furthermore, all such undertakings listed above have been terminated; however, in the event the Notes are deregistered from the TASE (except deregistration resulting from a merger or debt arrangement), such undertakings will become effective again (except the undertaking listed in subparagraph (ii) above). Members of our Board of Directors and senior management may have purchased a portion of the Series B Notes due 2016 through stock exchange transactions.

The table below sets forth the payments of principal to be made on our Series B Notes due 2016, based on the CPI at December 31, 2010.

	<u>NIS in millions</u>
Principal payments due in:	
2013	115
2014	115
2015	115
2016	115
Total	460

Series C Notes due 2018. On April 25, 2010, the Company issued to the public in Israel approximately NIS 200 million of unsecured non-convertible Series C Notes through a public offering in Israel. The notes are linked (principal and interest) to increases in the Israeli CPI for the month of March 2010. The principal amount of Series C Notes is repayable in three equal annual installments between 2016 and 2018 and bears interest at an annual rate of 3.35%. The interest is payable on a semi-annual basis. The Series C Notes due 2018 are listed on the TASE, and members of our Board of Directors and senior management may have purchased a portion of the Series C Notes due 2018 through stock exchange transactions.

The table below sets forth the payments of principal to be made on our Series C due Notes 2018, based on the CPI at December 31, 2010.

	<u>NIS in millions</u>
Principal payments due in:	
2016	68.67
2017	68.67
2018	68.67
Total	206

On February 24, 2011, it was agreed with classified institutional investors in Israel that we would issue in a private placement an additional principal amount of approximately NIS 444 million of Series C Notes (approximately USD 122 million) (the "Additional Notes"). The terms of the Additional Notes are identical to the terms of the currently outstanding Series C Notes previously issued to the public pursuant to the Shelf Offering Report and the Shelf Prospectus.

Pursuant to our agreement with classified institutional investors in Israel, the Additional Notes were issued to such investors for an aggregate consideration of approximately NIS 463 million (approximately USD 127 million), representing a price of NIS 1.043 per NIS 1 principal amount of the Additional Notes (reflecting approximately 1.8% discount on the market price as of February 23, 2011). The Additional Notes were issued without discount on their adjusted value.

The proceeds from the issuance have been used to finance the purchase of 012 Smile Telecom Ltd.

On February 24, 2011, Standard & Poor's Maalot announced that it assigned its 'ilAA-' rating to an expansion of Notes Series C of up to new Israeli Shekel (NIS) 500 million par value, to be issued by Partner Communications Company Ltd. (ilAA-/Negative).

The rating reflects Standard & Poor's assessment that the expansion of the Notes Series C does not negatively affect Partner's financial risk profile, and/or Partner's ratings on the existing bond issues, assuming that Partner will continue to maintain what Standard & Poor considers as "adequate" liquidity.

The Additional Notes were issued on March 1, 2011, and were consequently listed for trade on the Tel Aviv Stock Exchange.

The sale and/or transfer of the Additional Notes are subject to the limitations on re-sale of securities set forth in Article 15C of the Israeli Securities Law of 1968 (the "Law") and the Securities Regulations (Details with respect to Articles 15A-15C of the Law) of 2000 applicable to investors of the type specified in the first supplement to the Law.

Series D due Notes 2021. On April 25, 2010, the Company issued to the public in Israel approximately NIS 400 million of unsecured non-convertible Series D Notes through a public offering in Israel. The principal amount of Series D Notes is repayable in five equal annual installments between 2017 and 2021 and is not linked. The Series D Notes bear a floating interest that is based on the yield of 12 month government bonds ('Makam') issued by the government of Israel and updated quarterly plus additional annual interest of 1.2%. The interest is payable quarterly. The interest rates which applied to interest paid for 2010 (in annual terms, and including the additional interest of 1.2%) were as follows: from the issuance date to June 30, 2010: 3.4%; from July 1, 2010 to September 30, 2010: 3.288%; from October 1, 2010 to December 31, 2010: 3.616%.

The Series D Notes due 2021 are listed for trade on the TASE, and members of our Board of Directors and senior management may have purchased a portion of the Series D Notes due 2021 through stock exchange transactions.

The table below sets forth the payments of principal to be made on our Notes Series D due 2021, as of December 31, 2010.

	<u>NIS in millions</u>
Principal payments due in:	
2017	80
2018	80
2019	80
2020	80
2021	80
Total	400

Series E Notes due 2017. On April 25, 2010, the Company issued to the public in Israel approximately NIS 400 million of unsecured non-convertible Notes Series E notes through a public offering in Israel. The principal amount of Notes Series E notes is repayable in five equal annual installments between 2013 and 2017 and is not linked. The principal bears a fixed interest at a rate of 5.5% repayable on a semi-annual basis. The Series E Notes due 2017 are listed on the TASE, and members of our Board of Directors and senior management may have purchased a portion of the Series E Notes due 2017 through stock exchange transactions.

The table below sets forth the payments of principal to be made on our Series E Notes due 2017, as of December 31, 2010.

	<u>NIS in millions</u>
Principal payments due in:	
2013	80
2014	80
2015	80
2016	80
2017	80
Total	400

Long-term Bank Loans and Credit Facilities:

In 2009 and 2010, we established three new credit facilities (two of which, Facilities C and E, were cancelled in November 2010) and took out the following loans:

1. On October 1, 2009, a new facility ("Facility C") was established with a leading commercial bank in the amount of NIS 250 million for a maximum period of five years, at a wholesale interest rate plus a margin of 0.85%. The facility is to be used for short term financing. The wholesale interest rate of the bank as of December 31, 2009 was 1.1% per year. The Company is charged a commitment fee of 0.4% per year for undrawn amounts. This facility was cancelled on November 11, 2010.

2. On November 24, 2009, a new facility ("Facility D") was established with a leading commercial bank in the amount of NIS 700 million for a maximum period of 3 years, at a wholesale interest rate plus a margin of 0.85%, effective from January 1, 2010. The facility is to be used for short-term financing. The wholesale interest rate of the bank as of December 31, 2009 and 2010 was 1.15% and 2.15% per year respectively. The Company is charged a commitment fee of 0.4% per year for undrawn amounts. As of December 31, 2010, and March 15, 2011, no funds had been drawn from this facility.
3. On December 2, 2009, a new facility ("Facility E") was established with a leading commercial bank in the amount of NIS 250 million for a maximum period of 3 years, at a wholesale interest rate plus a margin of 0.85%, effective from January 1, 2010. The facility is to be used for short-term financing. The wholesale interest rate of the bank as of December 31, 2009 was 1.1% per year. The Company is charged a commitment fee of 0.4% per year for undrawn amounts. This facility was cancelled on November 11, 2010.
4. On November 11, 2010, a new long-term loan was established with a leading Israeli commercial bank in the amount of NIS 500 million. The loan is linked (principal and interest) to the Israeli CPI. The principal amount is repayable in three equal annual installments between 2016 and 2018 and bear interest at an annual rate of 2.75%. The interest is payable on a semi-annual basis. This loan has replaced bank facilities C and E which were cancelled. The Company may, at its discretion, at any time, prepay the loan, in whole or in part, subject to the following conditions: the amount to be prepaid shall not be less than NIS 5 million; and the Company shall reimburse the bank for any loss sustained by the bank, if any, as a result of the prepayment in an amount equal to the actual financing costs of the bank arising from such prepayment.
5. On December 28, 2009, a new long-term loan was established with a leading commercial bank in the amount of NIS 300 million for a period of 4 years, bearing variable interest at the rate of the Israeli Prime interest rate minus a margin of 0.35%. The interest is payable quarterly and the principal is payable in one payment at the end of the loan period. The Israeli Prime interest rate as of December 31, 2009 and 2010 was 2.5% and 3.5% per year respectively. The Israeli Prime interest rate is determined by the Bank of Israel and updated on a monthly basis. The Company may, at its discretion, at any time, prepay the loan, in whole or in part, provided that the Company shall reimburse the bank for losses sustained by the bank, as a result of the prepayment calculated according to provisions contained in the loan agreement. The loan contract requires that at any time the loan principal will not exceed 20% of all bank credits, loans, facilities (both utilized and committed facilities) and any other indebtedness of the company to the banks.
6. On June 8, 2010, a new long-term loan was established with a leading commercial bank in the amount of NIS 250 million for a period of 10 years, bearing fixed interest at the rate of 5.7%. The principal and interest are payable annually. The Company may, at its discretion, at any time, prepay the loan, in whole or in part, subject to the following conditions: the amount to be prepaid shall not be less than NIS 5 million; and the Company shall reimburse the bank for any loss sustained by the bank, if any, as a result of the prepayment in an amount equal to the increase in the financing costs of the bank arising from such prepayment.
7. On June 9, 2010, a new long-term loan was established with a leading commercial bank in the amount of NIS 250 million for a period of 10 years, bearing fixed interest at the rate of 5.7%. The principal and interest are payable annually. The Company may, at its discretion, at any time, prepay the loan, in whole or in part, provided that the Company shall reimburse the bank for any loss sustained by the bank, if any, as a result of the prepayment in an amount equal to the increase in the financing costs of the bank arising from such prepayment.

Financial covenants: With respect to Facility D and the long-term bank loans, the Company undertook to comply with financial covenants, the main provisions of which are two ratios: (1) The ratio of (a) the amount of all financial obligations of the Company including bank guarantees that the Company has undertaken ("Total Debt") (see Item 5F, excluding: operating leases, future contribution to funds in respect of severance pay funds, and future purchases of handsets and fixed assets, as they are not financial liabilities on the statement of financial position) to (b) Earnings Before Interest costs, Tax, Depreciation and Amortization expenses ("EBITDA") after deducting Capital Expenditures shall not exceed 6.5, and (2) the ratio of (a) Total Debt to (b) the EBITDA of the Company shall not exceed 4.

As used above, "EBITDA" is defined as the sum of (a) the net income before extraordinary items, (b) the amount of tax expenses set against the net profits including, without double counting, any provisions for tax expenses, (c) amortization and depreciation expenses, and (d) any finance costs net. "Capital Expenditures" is defined as any expenditure which is classified as "fixed and intangible asset" in the Company's consolidated financial statements.

The covenants are measured every six months on an annualized basis of twelve months and are based on the financial results for the preceding period of twelve months.

At December 31, 2009 and 2010, the Company was in compliance with all covenants stipulated for the years then ended, respectively.

The Company does not expect that the acquisition of 012 Smile, including any indebtedness acquired as a result of the acquisition or as part of the acquisition financing or re-financing, will cause it not to be in compliance with any of its financial covenants.

Negative pledge: As part of the credit facilities, the Company provided a negative pledge undertaking (i.e., not to pledge any of its assets to a third party), except for a number of exceptions that were agreed upon, including pledge (other than by way of floating charge) in favor of a third party over specific assets or rights of the Company, securing obligations no greater than NIS 100 million in aggregate.

012 Smile has signed an agreement with two leading commercial banks in Israel (the "Agreement"). According to the Agreement, 012 Smile has received the following loans and credit facilities. One bank's participation is 80% and the other's is 20%, pro-rata (the "Participation Ratios") in all of the following:

- a. Loan A received on January 31, 2010 in a principal amount of NIS 500 million. The loan is linked (principal and interest) to the CPI. The principal amount is payable in 14 equal semi-annual installments starting July 31, 2010 and until January 31, 2017, and bears interest at an annual rate of 4.2%. The interest is payable every three months. As of March 1, 2011 two principal installments were repaid.
- b. Loan B received on January 31, 2010 in a principal amount of NIS 200 million. The loan is linked (principal and interest) to the CPI. The principal amount is payable in one payment on January 31, 2017, and bears interest at an annual rate of 5.1%. The interest is payable every three months.
- c. Credit Facility C received on January 31, 2010 for a period of 42 months, allowing 012 Smile to draw short-term loans of up to an amount of NIS 100 million, for periods of 3, 6, or 12 months. The loans bear variable interest in a wholesale interest rate plus a margin of an annual rate of 2%. The banks are committed to provide this credit line, a portion of which may have been withdrawn by 012 Smile as of the date hereof.

For any unused portion of the credit facility, 012 Smile will pay a credit commission of 1.5% per annum.

012 Smile may, at its discretion, prepay the loans, in whole or in part, according to this order: Credit Facility C, Loan B, then Loan A, provided that 012 Smile shall reimburse the bank for losses sustained by the bank calculated according to provisions detailed in the Agreement. Any prepayment shall retain the Participation Ratio between the banks.

According to the Agreement, 012 Smile provided the banks with a negative pledge (i.e. not to pledge any of its assets to a third party), except for a pledge of specific assets to secure liabilities undertaken to finance the purchase of those specific assets (e.g purchasing via financial leasing facilities).

Partner has undertaken to guarantee the above loans and credit facilities of 012 Smile to the banks, according to their share, in an amount of up to approximately NIS 800 million.

Partner has also undertaken to comply with its currently existing covenants and negative pledge, (see "Long-term Bank Loans and Credit Facilities" above) on a consolidated basis.

One of the abovementioned leading commercial banks in Israel has also provided 012 Smile with another credit facility in an amount of up to NIS 30 million for the regular current operations of 012 Smile.

The information regarding 012 Smile's indebtedness and available credit presented above has been provided to us by 012 Smile, without independent verification by us. See "Item 3D. Risk Factors -- Risks Relating to Our Business Operations -- We face risks associated with the acquisition of 012 Smile Telecom Ltd." and Note 26 to our consolidated financial statements included herein.

Total Financial Debt.

At December 31, 2010, total financial debt (including the current portion of our long-term liabilities) amounted to NIS 3,716 million, compared to NIS 2,433 million at December 31, 2009. The increase reflected principally the issuance of Notes Series C, D and E and the borrowing under our new long-term bank loans following the capital reduction, which was partially offset by the repayments of principal and interest of Notes Series A. Short-term financial debt, which is comprised of the current portion of long-term debt, amounted to NIS 628 million at December 31, 2010, compared to NIS 752 million at December 31, 2009, reflecting principally the repayments on our Notes Series A due 2012, and principal annual repayment of our long term bank loans. See also "Notes Series C due 2018" above regarding the Additional Notes issued on February 24, 2011.

We intend to fund the following repayments of the current portion of our Notes payable in 2011, bank loans and interest through additional bank loans and utilization of our credit facilities, the issuance or sale of corporate notes, available cash or operational cash flow, or a combination of one or more of these resources.

Current Portion Payable in 2011 as of December 31, 2010	NIS in millions
Principal on notes payable	575
Principal on long term bank loans	50
Principal on capital lease	3
Interest on notes payables	85
Interest on long term bank loans	51
Total	764

Debt Implications of Acquisition of 012 Smile. Following the acquisition of 012 Smile described in Item 5A, the Company's consolidated total financial debt increased from approximately NIS 3.7 billion to approximately NIS 5 billion. Under the acquisition agreement, the Company paid NIS 650 million that was financed by issuance of additional Notes Series C in an amount of NIS 463 million and cash on hand. In addition, the Company guaranteed 012 Smile's existing bank debt of approximately NIS 800 million. See "Item 5B. Liquidity and Capital Resources-Notes Series C due 2018".

Capital Expenditures. The mobile telephone business is highly capital intensive, requiring significant capital to acquire a license and to construct a mobile telecommunications network. The capital requirements of our network are determined by the coverage desired, the expected call and data traffic and the desired quality and variety of services. Network construction costs are mainly related to the number of cells in the service area, the number of radio channels in the cell and the switching equipment required.

Our capital expenditures represent additions to property and equipment and computer software. In the year ended December 31, 2008, 2009 and 2010, our capital expenditures amounted to approximately NIS 589, NIS 522 million and NIS 434 million, respectively, and were principally related to our network. For 2011, the level of investments in fixed assets is expected to return to a range similar to that of the years 2008-2009 (including payments in respect of the October 2010 agreement with Ericsson ; see "Item 5A. Operating Results - Agreement for the Upgrade of Our Existing Networks and the Deployment of Fourth Generation Network in Israel "). We fund our capital expenditures principally through cash from operations.

Dividend payments. For year 2010, the Company distributed dividends and declared a final dividend on February 23, 2011 (with respect to the fourth quarter of 2010), which in the aggregate amounted to approximately NIS 1,217 million, or NIS 7.85 per share. In addition, a further NIS 1,400 million (US\$ 394 million) or NIS 9.04 per share was distributed to shareholders in March 2010 following the reduction in shareholders' equity approved by the Courts (see "Item 5A. Operating Results-Capital Reduction").

Cash dividends are paid in Israeli currency. For further information, see "Item 8A. Consolidated Financial Statements and other Financial Information - Dividend Distribution Policy".

Main sources of liquidity

- Cash on hand;
- Operating cash flows, net of cash flow from investing activities; and
- Existing credit facilities.

Cash on hand. At December 31, 2010, we had NIS 321 million in cash on hand, compared to NIS 329 million at December 31, 2009, and following the acquisition of 012 Smile (on March 3, 2011), on March 15, 2011, we had approximately NIS 272 million cash on hand.

Operating cash flows. Cash flow generated from operating activities, net of cash flow from investing activities, was NIS 1,472 million (US\$ 415 million) in 2010, an increase of 44.2% from NIS 1,021 million in 2009. The increase was principally explained by the reduction of 33.6% in the cash flow used for investing activities from NIS 732 million in 2009 to NIS 486 million (US\$ 137 million) in 2010. This reflected the temporary reduction in investment in fixed assets, including intangible assets, from NIS 519 million in 2008 and NIS 558 million in 2009 to NIS 394 million in 2010, partially due to the anticipated upgrade of the Company's networks. For 2011, the level of investment in fixed assets is expected to return to a range similar to that of the years 2008-2009.

The decrease also reflected the reduction in the amount of equipment expenses, net, that were capitalized, from NIS 198 million in 2009 to NIS 72 million (US\$ 20 million) in 2010.

In addition, cash generated from operations increased by 11.7% or NIS 205 million in 2010 compared 2009, largely as a result of the higher profit before depreciation and amortization.

Existing credit facilities. Our Credit Facility D and 012 Smile's Credit Facility C are described above under "Long-term Bank Loans and Credit Facilities".

We believe that funds from our operations, together with funds available under our two current credit facilities and our cash on hand, will provide us with enough liquidity and resources to fund our expected capital expenditure needs, repayment of our notes, as well as our obligations under our financing agreements, our license payments and our other material commitments, at least for the next 12 months. However, the actual amount and timing of our future requirements may differ materially from our estimates. See "Item 3D. Risk Factors – We may not be able to fulfill our dividend policy in the future. If we implement our current dividend policy, we might reduce our future cash reserves, which may require us to borrow additional money," and "Our business results may be affected by a recurrence of a recession." for a discussion of uncertainties regarding raising additional debt.

5C. Research and Development, Patents and Licenses

We are primarily a user rather than a developer of technology. Accordingly, we did not engage in any significant research and development activities during the past three years.

5D. Trend Information

Recent developments

On February 24, 2011, it was agreed with classified institutional investors in Israel that we would issue in a private placement an additional NIS 444 million in principal amount of Series C Notes (approximately USD 122 million), principally in connection with the financing of the then anticipated acquisition of 012 Smile. See "Item 5B. Liquidity and Capital Resources -- Notes Payable" above.

On March 3, 2011 the Company completed the acquisition of all of the issued and outstanding shares of 012 Smile Telecom Ltd. ("012 Smile") from Merhav-Ampal Energy Ltd. 012 Smile is an Israeli private company which provides international long distance services, internet services and local telecommunication fixed-line services (including telephony services using VOB). See "Item 3D. Risk Factors - We face risks associated with the acquisition of 012 Smile Telecom Ltd.", "Item 4B. Business Overview – Acquisition of 012 Smile", "Item 5A. Operating Results-Acquisition of 012 Smile", "Item 5B. Liquidity and Capital Resources" and Note 26 to our consolidated financial statements included herein.

See also recent regulatory developments in "Item 4B. Business Overview-Regulation-Regulatory Developments" and "Item 3D. Risk Factors -- Risks Relating to the Regulation of Our Industry".

Outlook

In the year ahead, the reduction in the interconnect tariffs will have a significant impact on the outlook of the Company. (See "Item 3D. Risk Factors - Our business and operating results have been adversely affected by reductions in call and SMS interconnect tariffs imposed by the Ministry of Communications, and may be further materially adversely affected by future regulatory developments in these areas." We believe, however, that we will be able to moderate the impact through means of operational efficiency savings, product restructuring and continued growth in the fixed line segment and in data and content services resulting from the continued increase in the penetration of smartphones, tablets and laptops.

Two further regulatory changes will impact on our business in the coming year. First, the restrictions on subscriber exit fines, that were mandated in an amendment to the Telecommunications Law effective February 1, 2011, are expected to increase the churn rate of post-paid subscribers. Second, 16 consumer amendments to the conditions of our license became effective from March 13, 2011, which we anticipate will have a one-off adverse impact on our operating cash flow in the first half of 2011. (See, respectively, "Item 3D. Risk Factors - Competition from existing telecommunications providers, and potential changes in the competitive environment and communications technologies, may cause an increase in subscriber acquisition and retention costs or a decrease in tariffs, and may reduce our market share and increase our churn rate, all of which could adversely affect our business and results of operations – Limitation on Exit Fees") and "Item 4B. Business Overview – Regulatory Developments – Consumer License Amendments".)

The statements above under this section regarding trends are "forward-looking" statements. We have based these forward-looking statements on our current knowledge and our present beliefs and expectations regarding possible future events. These forward-looking statements are subject to risks, uncertainties and assumptions about Partner, consumer habits and preferences in mobile telephone usage, trends in the Israeli telecommunications industry in general, possible regulatory and legal developments and trends in general economic conditions. For a description of some of the risks we face, see "Item 3D. Key Information – Risk Factors", "Item 4. Information on the Company", "Item 5. Operating and Financial Review and Prospects" and "Item 8A. Consolidated Financial Statements and Other Financial Information – Legal and Administrative Proceedings". In light of these risks, uncertainties and assumptions, the forward-looking events discussed above might not occur, and actual results may differ materially from the results anticipated.

5E. Off-Balance Sheet Arrangements

As part of the 012 acquisition, the Company undertook to guarantee bank loans and bank guarantees in an amount of approximately NIS 800 million. See "Item 5A. Operating Results-Acquisition of 012 Smile". Other than such guarantee, there are no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

5F. Aggregate Contractual Obligations

Set forth below are our contractual obligations and other commercial commitments as of December 31, 2010:

Contractual Obligations	Payments Due by Period (NIS in millions)				
	Total	less than 1 year	1-3 years	3-5 years	more than 5 years
Long-Term Debt*					
Notes Series A	958*	575	383	-	-
Notes Series B	460*	-	115	230	115
Notes Series C**	206*	-	-	-	206
Notes Series D	400*	-	-	-	400
Notes Series E	400*	-	80	160	160
Long term bank borrowing	1,302*	50	400	100	752
Capital Lease Obligations	3	3	-	-	-
Operating Leases	1,437	240	418	340	439
Contribution to funds in respect of Employee rights in respect of severance pay funds	34	34	-	-	-
Commitments to pay for inventory purchases	642	455	187	-	-
Commitments to pay for property and equipment purchases***	326	132	139	-	-
Total Contractual Cash Obligations	6,168	1,489	1,722	885	2,072

* The table above does not include payments of interest on our Long-Term Debt.

** As a result of the issuance of the Additional Notes Series C on February 24, 2011, the payments indicated in the table above for Notes Series C, should be increased based on the principal of the Additional Notes. See "Item 5B. Liquidity and Capital Resources-Notes Payable".

*** Including future payments in respect of the agreement with Ericsson that are cancellable provided compensation is paid to the supplier. See "Item 5A. Operating Results - Agreement for the Upgrade of Our Existing Networks and the Deployment of Fourth Generation Network in Israel".

The table above also does not reflect the impact of the possible drawdowns on our credit facility (see "Item 5B. Liquidity and Capital Resources"). Under the terms of the credit facility, which is for a period of three years, the Company has the right to borrow short term loans, and such borrowed amounts may be rolled over for as long as the facility is in place. We will therefore determine the precise timing of the principal repayments during such period according to our future levels of liquidity and cash needs.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

6A. Directors and Senior Management

Below is a list of the current Directors of the Company as of the date of filing of this Annual Report:

Directors

Name of Director*	Age	Position
Ilan Ben Dov (1)(3)(4)	54	Chairman of the Board of Directors
Dr. Michael J. Anghel (1)(2)(3)(6)(7)	72	Director
Barry Ben -Zeev(2)(3)(4)(5)(6)(7)	58	Director
Avi Zeldman (1)(8)	62	Director
Erez Gissin (2)(6)(7)	52	Director
Dr. Shlomo Nass(1)(2)(6)	50	Director
Osnat Ronen(4)(6)	48	Director
Yahel Shachar(1)(3)	48	Director

* On August 26, 2010, Yacov Gelbard resigned as a director of the Company to become its new Chief Executive Officer effective October 1, 2010.

(1) Member of the Investment Committee of the Board of Directors.

(2) Member of the Audit Committee.

(3) Member of the Compensation & Nominations Committee.

(4) Member of the Hedging Committee.

(5) External Director under the Companies Law.

(6) Independent Director under NASDAQ rules.

(7) Independent Director under the Companies Law.

(8) Appointed on behalf of Leumi Partners Ltd. See "Item 7A. Major Shareholders - Agreement between Scailex and Bank Leumi Ltd".

Ilan Ben Dov, serves as Chairman of the Board of Directors of the Company and Suny Electronics Ltd and previously had served as Joint Chief Executive Officer for approximately fifteen years (until May 2009). Mr. Ben Dov also serves as Chairman of the Board of Directors of Scailex Corporation Ltd. He also currently serves as a director of Tapuz Anashim Ltd., Derech HaLotus Ltd., Refuat Halotus Ltd., Tao Tsuot Real Estate Ltd., Ben Dov Investments Ltd., I. Ben Dov Investments Ltd., Harmony (Ben Dov) Ltd., as well as subsidiaries of Suny.

Dr. Michael J. Anghel, became a director of Partner in March 2006. From 1977 to 1999, he led the Discount Investment Corporation Ltd. (of the IDB Group) activities in the fields of technology and communications. Dr. Anghel was instrumental in founding Tevel, one of the first Israeli cable television operators and later in founding Cellcom – the second Israeli cellular operator. In 1999 he founded CAP Ventures, an advanced technology investment company. From 2004 to 2005, Dr. Anghel served as CEO of DCM, the investment banking arm of the Israel Discount Bank. He has been involved in various technology enterprises and has served on the Boards of Directors of various major Israeli corporations and financial institutions including Elron, Elbit, Nice, Gilat, American Israeli Paper Mills, Maalot (the Israeli affiliate of Standard and Poor's) and Hapoalim Capital Markets. He currently serves on the Boards of Directors of Syneron Medical Ltd., Evogene Ltd., Gravity Visual Effects and Design Ltd., Dan Hotels Ltd. Orbotech Ltd. Lumus Ltd. BiolineRx Ltd and the Strauss-Group Ltd. He is also the chairman of the Center for Educational Technology. Prior to launching his business career, Dr. Anghel served as a full-time member of the Recanati Graduate School of Business Administration of the Tel Aviv University, where he taught finance and corporate strategy. He currently serves as Chairman of the Tel Aviv University's Executive Program. Dr. Anghel holds a B.A. (Economics) from the Hebrew University in Jerusalem and an M.B.A. and Ph.D. (Finance) from Columbia University in New York.

Barry Ben-Zeev (Woolfson), has been providing strategic business consulting services since 2009. He served as the deputy-Chief Executive Officer and Chief Financial Officer of Bank Hapoalim in 2008. He joined the bank in 1976 and served in a variety of senior positions in the branch system and the international division including New York. He served in the following executive positions prior to becoming Deputy-Chief Executive Officer and Chief Financial Officer: Deputy-Chief Executive Officer, Head of International Private Banking during the years 2002-2006 and Deputy-Chief Executive Officer and Head of Client Asset Management during the years 2006-2007. He also served as a member of the Board of Directors of the Tel Aviv Stock Exchange during the years 2006-2007 and as the chairman of Bank Hapoalim Switzerland and Poalim Asset Management during the years 2002-2006. He received both his Bachelor's degree in Economics and his M.B.A from Tel-Aviv University.

Erez Gissin, has been a director of Partner since August 1998 and is currently a member of the Audit Committee. Since April 2005, Mr. Gissin has been a private investor through his management and investment company. For the prior five years, Mr. Gissin has been the CEO of IP Planet Network Ltd., an Israeli telecommunication company providing satellite broadband services. Previously, he was the Vice President of Business Development of the Eurocom Group, an Israeli leader in telecom and internet products and services. Mr. Gissin holds a Bachelor of Science in Industrial Engineering from Tel Aviv University and an M.B.A degree from Stanford University, California.

Dr. Shlomo Nass, is a senior partner at Dr. Shlomo Nass and Co. Ltd., and President, Partner and Director in the investment group I. G. B. – Israel Global Business . Dr. Nass also serves as a director on the Board of Directors of the following companies: Tao T'suot, NMC United Entertainment, Aviv Arlon Ltd, Click Software Technologies, The Blue Shore Development Company (Tel Aviv- Herzliya) Ltd. and Darban Investments Ltd. Dr. Nass is also President, Partner and Chairman of the Board of: IRS-TKB International Consultants Ltd. Chaniman Entrepreneurship, Shir Lak Ltd., and M. D. K. Touch Ltd. and Vice Chairman of The Public Advisory Committee on Trade Levies, and served in the past as Chairman of the Board of Directors of The Israel Electric Corp. and Chairman of the Board of Directors of Ayalon Insurance Co. and a director in IBC-Industrial Buildings Corporation Ltd. (Mivnei Ta'asiya) and Tao T'suot Nadlan, Formula Systems (1985). .Dr. Nass holds a B. Sc. degree in economics and accounting, an LL. B. degree and a Ph. D degree in law, all from Bar- Ilan University. Dr. Nass is also a Certified Public Accountant in Israel, a member of the Israel Bar and a Certified Information System Auditor by C.I.S.A. (USA).

Osnat Ronen, serves as a director on the Board of Directors of the following companies: Amiad Filtration Systems, Aeronautics Systems Ltd. (and its subsidiaries), Ads Market Ltd., Orad Hi-Tech Ltd., D-pharm and Degania Silicone Ltd. and has served as a General Partner of Viola Private Equity since January 2008. From 2001 until 2007, Ms. Ronen was the Deputy Chief Executive Officer of Leumi Partners Ltd. (formerly, Leumi & Co. Investment House), the private equity investment arm and investment banking services arm of the Leumi Group. Between 2004 and 2007, Mrs. Ronen was the Deployment Strategy & Execution Manager of the Bachar reform implementation of the Leumi Group. Prior to these positions, she served as Deputy Head of the Subsidiaries Division of The Leumi Group from 1999 until 2001. Mrs. Ronen was also a member of the following Boards of Directors : Anticodes Ltd, Keshet Broadcasting, Paz Oil Company Ltd., Direct Insurance, Leumi Card, Fox Group Ltd, Arab Israeli Bank, Leumi Mortgage Bank and more. . Mrs. Ronen holds an M.B.A. degree and a BSc degree in mathematics and computer science from Tel Aviv University.

Yahel Shachar, joined Scailex Corporation Ltd. in December 2001 as Chief Financial Officer. For the last four and a half years Mr. Shachar serves as Chief Executive Officer of Scailex Corporation Ltd and is also a director on the Board of Directors of Tapuz Anashim Ltd. Previously, Mr. Shachar served as Chief Operating Officer at BVR Technologies Ltd. for three years. Mr. Shachar hold an LL.M. degree from the Georgetown University in Washington, D.C., and an LL.B. degree from the Tel-Aviv University and he is a member of the Israeli and New York bar associations.

Avi Zeldman, served from 1999-2010 as the Chief Executive Officer of Leumi Partners Ltd., a fully owned subsidiary of Bank Leumi and as Chairman of the Board of Directors of Leumi Mortgage Bank, Ltd. from 1987-2010. In addition, he served from 1988 until 1999 as a senior management member of Bank Leumi in his capacity as head of the banking division and all of the bank branches in Israel. Mr. Zeldman serves on the Board of Directors of the following companies: Fox-Weizel Ltd., Super-Pharm (Israel) Ltd., Techno Rov Holdings (1993) Ltd. and, Archimedes Global (Cyprus) Ltd. Mr. Zeldman studied Economics and Statistics as well as Business Administration Studies at Haifa University.

Senior Management

Below is a list of the current Senior Management of the Company as of the date of filing of this Annual Report:

Name of Officer	Age	Position
Yacov Gelbard*	63	Chief Executive Officer
Emanuel Avner	50	Chief Financial Officer
Shachar Landau**	52	Vice President, Operations
Avi Berger	48	Vice President, Technologies
Michal Dana	55	Vice President, Human Resources
Amit Lang***	40	Senior Director Business Development & Regulation
Ronit Rubin****	46	Vice President, Information Technology
Yacov Kedmi	59	Head of Marketing, Content & Growth Engines Division
Roly Klinger	51	Vice President, Legal, Chief Legal Counsel and Joint Company Secretary
Einat Rom*****	45	Vice President, Private Customers Division,
Gil Rosenfeld	45	Vice President, Business Customers Division

* Appointed on August 26, 2010, to replace David Avner as Chief Executive Officer effective October 1, 2010. See Appointments below.

**As of October 17, 2010, Shachar Landau replaced Chaim Beker as Vice President Operations.

*** As of October 1, 2010, Amit Lang replaced Oded Degany as Senior Director Business Development and Regulation.

****As of March 1, 2010 Ronit Rabin replaced Gadi Gilon as Vice President Information Technology.

***** As of November 24, 2010 Einat Rom replaced Erez Paz as Vice President Private Customers Division.

Yacov Gelbard was appointed as Chief Executive Officer on October 1, 2010 after having served on the Board of Directors of the Company from October 28, 2009, until August 25, 2010, and after having served as Active Chairman of the Board of Directors of Tefron Ltd. between 2008 and 2010. Mr. Gelbard served as Chief Executive Officer of Bezeq The Israel Telecommunication Corp. Ltd. for approximately two years and as Chief Executive Officer of Telephone Communications Ltd. for approximately five years. Previously, he had served as Chief Executive Officer of Haribua Hachachol for seven years. Mr. Gelbard holds a bachelor's degree in accounting and economics from Tel-AvivUniversity.

Emanuel Avner was appointed as Chief Financial Officer of Partner as of July 2006 and in addition, as of October 2010 is also responsible for the Company's investor relations. Previously he served as Vice President and Chief Financial Officer of Blue Square – Israel Ltd., an Israeli food retailer traded on the New York Stock Exchange, since November 2003. Mr. Avner served from 1999 until October 2003 as Chief Financial Officer of Ericsson Israel. From 1993 to 1999, he served as Corporate Controller and Deputy CFO of Super Sol Ltd. Mr. Avner is a CPA (member of the American and Israeli Institute of Certified Public Accountants) and holds a Masters in Business Administration (1st Class Honors) and a BA in Economics and Accounting from the Hebrew University of Jerusalem. David Avner and Emanuel Avner are not related.

Avi Berger was appointed as Vice President, Technologies effective January 1, 2009, having served as Deputy Vice President Technologies since joining the Company in December 2007. Prior to joining the Company, Mr. Berger served as Vice President of Business Development in Tadiran communications Ltd. after having served for 21 years in the Israeli Defense Forces, rising to the rank of Colonel and Head of the C4I department in the C4I branch. Mr. Berger holds a bachelor degree in Electrical Engineering from Tel Aviv University, and a Master Degree in Electrical Engineering (Communication & Telecommunication) from UCLA.

Michal Dana serves as Vice President, Human Resources since May 2006. She worked at Amdocs since 2002, where she served first as the Director of Human Resources for Amdocs' European and Latin American division, and from 2005 as the Vice President of Human Resources, overseeing the worldwide customer business group for all human resource activities in Europe, Asia Pacific, and Latin America. From 2000 to 2002, Ms. Dana served as the Vice President of Human Resources for Bungee Communications, a start-up wireless broadband telecommunications company. Before that, she served from 1999 to 2000 as the Director of Human Resources for the Carmel Containers Systems Group, from 1996 to 1999 as the Director of Human Resources for the Caesarea Development Corporation, and from 1980 to 1996 as the Senior Human Resource Consultant for Pilat international consulting group. She holds a B.A. in Social Science from the Open University in Israel.

Yacov Kedmi was appointed as Head of Marketing, Content and Growth Engines Division effective March 1, 2010 after having served as the Company's first Vice President of Marketing, Media and Content from 1998 until 2002. From 2004 until rejoining the Company, he founded and managed his own consulting firm. From 2002 until 2004 he served as the marketing coordinator at "3" – an HWL owned company. From 1994 until 1998 he served as a marketing consultant at MPV Communications. From 1992 to 1994, he served as VP Marketing of the Ma'ariv daily newspaper and from 1990-1992 he served as CEO of Mei-Eden a bottled water producer. Previously he served from 1979-1989 at Tavori Ltd. a soft drinks company, in a number of positions in the area of sales management and finally holding the position of VP Marketing.

Roly Klinger, Vice President, Chief Legal Counsel and Company Secretary, joined Partner in August 1998 as the Chief Legal Counsel and Joint Company Secretary. Roly Klinger was appointed as Vice President responsible also for Regulatory Affairs from November 1, 2007 and until March 1, 2010. From 1993, she served as Legal Advisor and Corporate General Secretary of Keshet Broadcasting Ltd., which holds an operating franchise for Israel's first commercial television channel. Ms. Klinger received an LL.B degree from Tel Aviv University and is admitted to the Israel Bar.

Shachar Landau, was appointed as Vice President Operations effective October 17, 2010, after serving as senior head of the operation division for approximately 6 months. Mr. Landau served until then as the CEO of Suny Electronics Ltd. for approximately 15 years. Mr. Landau holds a bachelor's degree in economics and an MBA degree from the Tel-Aviv University.

Amit Lang, was appointed as Senior Director Business Development and Regulation effective October 2010. Prior to joining the Company and as of 1999 he filled a number of positions in the Ministry of Finance. In his last position Mr. Lang served as the Senior Deputy of Budget Director and between 2006 -2010 he served as a director of several companies. Mr. Lang holds a bachelor's degree in management and economics from Tel-Aviv Yafo Academic College, an MBA from The College Of Management and an M.A in Public and Economic policy from Tel-Aviv University.

Einat Rom, was appointed as Vice President of Private Customers Division effective December 1, 2010, after serving as Vice President of Service in Better Place Company. Prior to that, Mrs. Rom served as Vice President of Private Division in Bezeq The Israel Telecommunication Corp. and as Vice President of Service in Pelephone Communications Ltd. Mrs. Rom holds a bachelor's degree in social science.

Ronit Rubin, was appointed as Vice President CIO of the IT Division effective March 1, 2010 when she joined the Company. Prior to joining the Company, Ms. Rabin served from 2006 as the VP IT Division and Business Technologies of VISA CAL. From 1983-2006, she served in the Israeli Defense Forces and held various positions in the programming field, including commander of the computer unit of the Navy from 2004-2006. Ms. Rubin holds a B.A in economics and logistics from Bar Ilan University and an M.B.A from Ben- Gurion University.

Gil Rosenfeld, was appointed as Vice President, Business Customers Division effective March 1, 2010 after having served as Vice President Sales Division. Mr. Rosenfeld joined Partner in 2006. Previously, he worked for HP Israel and HP Europe 1998 to 2006 during which time he held the positions of Country Managing Director, Personal Systems Sales Director, Personal Systems Group Country Manager and Country Sales Manager. Before that he worked as the General Manager of Compaq Israel from 1996 to 1998. Before that he held the position of the Enterprise Systems Organizer, Enterprise District Sales Manager and Senior Sales Representative from 1990 to 1996 for CMS, the HP distributor in Israel. Mr. Rosenfeld received an Honours Degree in Business Information Systems and before that he received a Bachelor of Commerce degree from the University of Witwaters and South Africa.

Appointments

Under our license, at least 10% of our Board of Directors, or at least one director if the Board is comprised of up to 14 members, must be appointed by Israeli entities, as defined in the license. See “Item 4B. Business Overview – Regulation – Our Mobile Telephone License”.

Scailex and Bank Leumi have entered into an agreement under which Bank Leumi is entitled to appoint one member of the Board of Directors. See “Item 7A. Major Shareholders – Agreement between Scailex and Bank Leumi Ltd”. Except for the foregoing, there is no arrangement or understanding with any major shareholders regarding the appointment of Directors or senior management.

On March 16, 2010 the Board of Directors announced the anticipated departure of David Avner as Chief Executive Officer effective October 1, 2010. Mr. Avner was replaced as CEO by Mr. Yacov Gelbard, whose appointment was approved by the Board of Directors on August 26, 2010. Several other new appointments have been made among our senior management following the acquisition by Scailex in October 2009 of a controlling interest in the Company. See the “Senior Management” table above.

None of the above directors or members of senior management has any family relationship with any other director or senior manager of the Company. Senior management is selected by the CEO with the approval of the Board of Directors, for an indefinite term of office and may be removed by the Board of Directors at any time.

6B. Compensation

The aggregate compensation paid, and benefits in kind granted to or accrued on behalf of all our directors and senior management for their services in all capacities to the Company and its subsidiaries during the year ended December 31, 2010, was approximately NIS 68 million (US\$19 million). This amount included approximately NIS 2 million (US\$0.5 million) set aside or accrued to provide pension and retirement benefits on behalf of all our senior management during the year ended December 31, 2010. The aggregate compensation paid also included a retention payment of \$2 million paid to our former CEO based on retention plans that the Company adopted in February and in September 2009. The aggregate compensation amount does not include performance bonus payments made in 2010 with respect to the year ending December 31, 2009, but does include bonus payments deemed earned with respect to the year ending December 31, 2010, and paid in 2011.

Bonus payments for our senior management are determined with respect to a given year based on quantitative and qualitative goals set for the Company as a whole, as well as on an individual basis. The individual goals for the Chief Executive Officer are set by the Compensation Committee and the Board of Directors, and the individual goals for senior management reporting to the CEO are set by the CEO in accordance with the overall Company objectives. Once the results of the year are known, and based on the extent to which corporate and individual goals have been met, bonus payments are determined in the discretion of the Board of Directors, in light of the recommendations made by the Compensation Committee and, with respect to senior management reporting to the CEO, in light of recommendations made by the Compensation Committee and the CEO.

Compensation for senior management may also be provided in the form of stock options to purchase our ordinary shares. In 2010 options were granted to our senior management under the 2004 Share Option Plan to purchase up to 2,932,750 of our ordinary shares at a weighted average exercise price of NIS 62.03 per option (after dividend adjustment and amendments to the exercise price) with such options vesting at the earliest in March 2011. These options will expire by December 2020. For more information, see “Item 6E. Directors, Senior Management and Employees–Share Ownership–2004 Share Option Plan”.

In order to encourage the Company’s executive officers to remain with the Company following the sale by Advent of its controlling interest, the Company’s Board of Directors, upon the recommendation and approval of its Audit and Compensation Committees, adopted a two-year retention plan on September 9, 2009. According to the terms of the plan, retention payments will be made to each of the Company’s eligible executive officers at the first and second anniversaries of the date of adoption of the retention plan, provided the executive officer has not resigned for reasons other than for certain justified reasons, as specified in the retention plan or in case of termination by the Company. The maximum aggregate amount of all retention payments together is \$6.5 million, out of which an amount of US\$ 4 million was paid during 2010.

6C. Board Practices

References in this annual report to “external directors” are to those directors who meet the definition of external directors under the Israeli Companies Law, and references in this annual report to “US independent directors” are to those directors who meet the definition of independence under applicable listing requirements of NASDAQ. References in this annual report to “Israeli independent directors” are to those directors who meet the definition of independence under the Israeli Companies Law.

Terms of Directors

Directors are elected at the annual shareholders meeting to serve for three years, in the case of external directors under the Companies Law, or until the next annual meeting of the shareholders, in the case of other directors; or until their respective successors are elected and qualified, whichever occurs first, or in the case of Israeli directors, who are appointed by the founding Israeli shareholders upon a written notice signed by at least two of the founding Israeli shareholders who are the record holders of at least 50% of minimum Israeli holding shares, to the Company Secretary of his or her appointment, until their respective successors are elected upon such notice. An extraordinary meeting of the Company may elect any person as a director to fill an office which became vacant, or to serve as an additional member to the then existing Board of Directors, provided that the maximum number of seventeen directors is not exceeded, or to serve as an external director or an independent director, or if the number of the members of the Board of Directors is less than the minimum set in the Articles of Association. Any director elected in such manner (excluding an external director) shall serve in office until the coming annual meeting. The Articles of Association also provide that the Board of Directors, with the approval of a simple majority of the directors, may appoint an additional director to fill a vacancy or to serve as an additional member to the then existing Board of Directors provided that the maximum number of seventeen directors is not exceeded. The Company’s Articles of Association provide that the Board of Directors may delegate all of its powers to committees of the Board of Directors as it deems appropriate, subject to the provisions of the Companies Law. No director has a service contract with the company or its wholly-owned subsidiaries providing for benefits upon termination of employment. Our officers serve at the discretion of the Board of Directors or until their successors are appointed. See “Item 4B. Business Overview – Regulation – Our Mobile Telephone License” for description of additional requirements of the composition of our Board of Directors and the appointment of its members.

Alternate Directors

Our Articles of Association provide that a director may appoint any individual to serve as an alternate director. An alternate director may not serve as such unless such person is qualified to serve as a director. In addition, no person who already serves as a director or alternate director of Partner may serve as the alternate director of another director of Partner. Under the Companies Law, an alternate director shall have all of the rights and obligations of the director appointing him or her, except the power to appoint an alternate. The alternate director may not act at any meeting at which the director appointing him or her is present. Unless the time period or scope of any such appointment is limited by the appointing director, such appointment is effective for all purposes and for an indefinite time, but will expire upon the expiration of the appointing director’s term.

External Directors under the Companies Law

The Companies Law requires that Partner have at least two external directors on its Board of Directors. The election of an external director under the Companies Law must be approved by a general meeting of shareholders provided that either: (a) the majority of shares voted at the meeting, including at least one third of the shares of non-controlling shareholders voted at the meeting, vote in favor of such arrangement or (b) the total number of shares voted against such arrangement does not exceed one percent of the aggregate voting rights in the company.

The Companies Law further requires that at least one external director have financial and accounting expertise, and that the other external director(s) have professional competence, as determined by the company’s Board of Directors. Under enacted regulations, a director having financial and accounting expertise is a person who, due to his or her education, experience and talents is highly skilled in respect of, and understands, business-accounting matters and financial reports in a manner that enables him or her to understand in depth the company’s financial statements and to stimulate discussion regarding the manner in which the financial data is presented. Under the regulations, a director having professional competence is a person who has an academic degree in either economics, business administration, accounting, law or public administration or an academic degree or has other higher education, all in the main business sector of the company or in a relevant area for the Board of Directors position, or has at least five years experience in one or more of the following (or a combined five years’ experience in at least two or more of the following): a senior position in the business management of a corporation with a substantial scope of business, a senior public officer or a senior position in the public service or a senior position in the field of the company’s business.

Dr. Michael Anghel and Barry Ben-Zeev are our external directors under the Companies Law.

Financial Experts under the Companies Law

In accordance with the Companies Law, Partner has determined that the minimum number of directors with “accounting and financial expertise” that Partner believes is appropriate, in light of the particulars of Partner and its activities, is three. Under the Companies Law, only one of such “experts” is required to be an external director. In accordance with its determination, all of our directors have “accounting and financial expertise”.

NASDAQ Corporate Governance Rules and Our Practices

Under NASDAQ Rule 5615(a)(3), a foreign private issuer such as the Company may follow its home country practice in lieu of the requirements of the NASDAQ Rule 5600 Series (“Corporate Governance Requirements”), with certain exceptions, provided that it discloses each requirement that it does not follow and describes the home country practice followed in lieu of such requirements. We describe below the areas where we follow our home country practice rather than the NASDAQ Corporate Governance Requirements:

- In order to comply with the conditions and restrictions imposed on us by the Ministry of Communications, including in our license, in relation to ownership or control over us, under certain events specified in our articles of association, the Board of Directors may determine that certain ordinary shares are dormant shares. Consequently, we received an exemption from NASDAQ with respect to its requirement (now under NASDAQ Rule 5640) that voting rights of existing shareholders of publicly traded common stock registered under Section 12 of the US Securities Exchange Act cannot be disparately reduced or restricted through any corporate action or issuance.
- In compliance with Israeli Companies Law and our Articles of Association, the compensation committee is authorized among other things, to evaluate and recommend to the Board of Directors (and to the audit committee, if so required under any applicable law) the total compensation package for the Company’s Chief Executive Officer and all other officers. Our compensation committee consists of four Board of Directors members, two of whom are external, independent directors, rather than entirely of independent directors. As a result, the conditions of NASDAQ Rule 5605(d), that compensation for the CEO and all other executive officers must be determined or recommended to the Board by the independent directors or a compensation committee comprised solely of independent directors, are not satisfied.
- As permitted under Israeli Companies Law, the Company’s Board of Directors selects director nominees for shareholder approval based on a majority decision taken in accordance with the Company’s Articles of Association. The conditions of NASDAQ Rule 5605(e), that director nominees must either be selected or recommended to the Board by the independent directors or a nomination committee comprised solely of independent directors, are thus not satisfied.

Investment Committee

Our investment committee, formerly known as the executive committee, is comprised of members who are directors appointed by the Board of Directors from time to time. Subject to the provisions of the Companies Law, the investment Committee is authorized to make all major decisions relating to the business affairs of Partner. The investment Committee is authorized by the Board of Directors to approve contracts, commitments and other transactions regarding certain topics or up to a value determined by the Board of Directors from time to time. Ilan Ben-Dov, Dr. Michael Anghel, Dr. Shlomo Nass Yahel Shachar, and Avi Zeldman are members of our investment committee. On March 17, 2011, our Board of Directors appointed the investment committee to serve also as a committee for social responsibility.

Audit Committee

Pursuant to the rules of the Securities and Exchange Commission (the “SEC”) and the listing requirements of the NASDAQ Global Select Market, as a foreign private issuer, we are required to establish an audit committee consisting only of members who are “independent” directors as defined by SEC rules. In accordance with the Company’s Audit Committee Charter, our audit committee is responsible among other things, for overseeing the Company’s financial reporting process and the audits of the Company’s financial statements, including monitoring the integrity of the Company’s financial statements and the independence and performance of the Company’s internal and external auditors. Our Audit Committee is also directly responsible for the appointment, compensation and oversight of our independent auditors.

The Israeli Companies Law requires public companies, including Partner, to appoint an audit committee comprised of at least three Board members, including all the company’s external directors. The chairman of the Board of Directors, any director employed by the company or granting services to the company on a permanent basis, any controlling shareholder or any relative of a controlling shareholder may not be a member of the audit committee. The responsibilities of our Audit Committee under the Companies Law include identifying irregularities in the management of the company’s business and approving related party transactions as required by law.

The Companies Regulations (Provisions and conditions regarding the approval procedure of the financial reports) of 2010, which were enacted in February 2010, also requires public companies to appoint a committee for the review of the company's financial reports ("the Financial Statement Review Committee") and sets forth a procedure for the approval of the financial reports. Under the said Companies Regulations, the composition of the Financial Statement Review Committee must meet a number of conditions including the requirement that all its members must be Board of Directors members and the majority of the members must be independent directors as defined in the Companies Law. In addition, under the regulations, an audit committee that fulfills the required composition conditions set out in the Companies Regulations can be considered as the Financial Statement Review Committee. Accordingly, since the Company's Audit Committee has already been operating in compliance with U.S. legal requirements (as described above), which satisfy the conditions of the Israeli Financial Statement Review Committee, the Board of Directors, after confirming that the requirements of the said regulations are fulfilled, decided that the Audit Committee will serve as the Financial Statement Review Committee.

Our audit committee consists of four Board of Directors members, Dr. Michael Anghel, Barry Ben-Zeev, Erez Gissin and Dr. Shlomo Nass, all of whom meet the SEC's definition of independent directors for the purpose of serving as audit committee members, three of whom (Dr. Michael Anghel, Barry Ben-Zeev and Erez Gissin) meet the Companies Law's definition of independent directors, and two of whom (Dr. Michael Anghel and Barry Ben-Zeev) meet the Companies Law's definition of external directors. In accordance with the SEC definition of "independent" director, none of them is an affiliated person of Partner or any subsidiary of Partner.

The Board of Directors has determined that all four Audit Committee members are "audit committee financial experts" as defined by applicable SEC regulations. See "Item 16A. Audit Committee Financial Expert" below.

Compensation and Nominations Committee

Our compensation and nominations committee consists of four Board of Directors members, of which two are external, independent directors. In compliance with the requirements of the Companies Law and our articles of association, the compensation and nominations committee was authorized by the Board of Directors to evaluate and recommend to the Board of Directors (and to the audit committee, if so required under any applicable law) the total compensation package for the Company's Chief Executive Officer and all other officers; reviewing the results and procedures for the evaluation of the performance of other officers by the Company's Chief Executive Officer; making recommendations to the Board of Directors regarding any long-term incentive compensation or equity plans; and supervising the administration of the plans and periodically reviewing a comprehensive statement of executive compensation policy. Ilan Ben Dov, Dr. Michael Anghel, Barry Ben-Zeev and Yahel Shachar are members of the compensation and nominations committee.

Hedging Committee

Our hedging committee consists of three Board of Directors members, of which one is an external, independent director and one is an independent director. The hedging committee was formed in 2010 to meet as necessary in order to discuss the hedging policy of the Company. Ilan Ben Dov, Barry Ben-Zeev and Osnat Ronen are members of the hedging committee.

Security Committee

Pursuant to an amendment to our license from April 2005, a Board committee has been formed to deal with security matters. Only directors with the required clearance and those deemed appropriate by Israel's General Security Service may be members of this committee. The committee must consist of at least four members, who are subject to the clearance required from the Israeli General Security Service and at least one external director. Where any matter requires a Board of Directors' resolution and it is a security matter, then the committee should be authorized to discuss and to resolve such security matter and the resolution should bind the Company. However, in cases where the security matter concerned is a transaction with a related party, the transaction should be submitted for approval in accordance with the requirements of the applicable U.S. law, the Israeli Companies Law and any other applicable laws, provided that, in any case, only directors with security clearance can participate in any forum which will deal with security matters. On April 12, 2005, our Board of Directors approved the formation of the Security Committee to consist of four Israeli directors, which are subject to Israeli security clearance and security compatibility to be determined by the General Security Service. Michael Anghel, Erez Gissin, Osnat Ronen and Yahel Shachar are members of the Security Committee, subject to clearance by the Israeli General Security Service.

Internal Auditor

The Companies Law requires the Board of Directors of a public company to appoint an internal auditor nominated by the audit committee. A person who does not satisfy certain independence requirements may not be appointed as an internal auditor. The role of the internal auditor is to examine, among other things, the compliance of the company's conduct with applicable law and orderly business procedures. Our internal auditor is Mr. Yehuda Motro, formerly the internal auditor of the Tel Aviv Stock Exchange.

Fiduciary Duties of an Office Holder

The Companies Law governs the duty of care and duty of loyalty which an Office Holder has to the company. An “Office Holder” is defined in the Companies Law as a director, general manager, chief executive officer, executive vice president, vice president, or any other person assuming the responsibilities of any of the foregoing positions without regard to such person’s title and other managers directly subordinate to the general manager.

The duty of loyalty requires the Office Holder to avoid any conflict of interest between the Office Holder’s position in the company and personal affairs, and proscribes any competition with the company or the exploitation of any business opportunity of the company in order to receive personal advantages for him or herself or others. This duty also requires him or her to reveal to the company any information or documents relating to the company’s affairs that the Office Holder has received due to his or her position as an Office Holder. The duty of care requires an Office Holder to act in a way that a reasonable Office Holder would act in the same position and under the same circumstances. This includes the duty to utilize reasonable means to obtain information regarding the advisability of a given action submitted for his or her approval or performed by virtue of his or her position and all other relevant information.

Approval of Related Party Transactions

Generally, under the Companies Law the compensation of an Office Holder who is a director, or the compensation of an Office Holder who holds a controlling interest in the company, requires the approval of the audit committee, the Board of Directors and the general meeting of the shareholders of the company. The Companies Law also requires that a transaction between the company and its Office Holder and also a transaction between the company and another person in which an Office Holder has a personal interest, requires the approval of the Board of Directors if such transactions are not extraordinary transactions, although, as permitted by law and subject to any relevant stock exchange rule, our Articles of Association allow the audit committee to approve, without the need for approval from the Board of Directors. If such transactions are extraordinary transactions (that is, a transaction other than in the ordinary course of business, otherwise than on market terms, or is likely to have a material impact on the company’s profitability, assets or liabilities), in addition to audit committee approval, the transaction also must be approved by our Board of Directors, and, in certain circumstances, also by the shareholders of the company at a general meeting. Under the Companies Law, an extraordinary transaction between a public company and a person having control of the company or an extraordinary transaction between a public company and another person, in which a controlling member has a personal interest (including a private placement), must be approved by the audit committee, the Board of Directors and the shareholders, provided that either: (a) the majority of shares voted at the meeting, including at least a majority of the shares voted by shareholders who do not have a personal interest in the matter and who are participating in the voting, are voted in favor of such arrangement (abstentions shall not be included in the total of the votes) or (b) the total number of shares of the shareholders referred to in clause (a) voting against such arrangement does not exceed two percent of the aggregate voting rights of the company.

The Companies Law requires that an Office Holder promptly disclose any direct or indirect personal interest that he or his affiliates may have, and all related material information known to him, in connection with any existing or proposed transaction by the company. If the Office Holder complies with such disclosure requirements, the company may approve the transaction in accordance with the provisions of its articles of association and the Companies Law. Under the Companies Law, if the Office Holder has a personal interest in the transaction, the approval must confirm that the transaction is not adverse to the company’s interest.

In most circumstances, the Companies Law restricts Office Holders who have a personal interest in a matter which is considered at a meeting of the Board of Directors or the audit committee from being present at such meeting, participating in the discussions or voting on any such matter.

For information concerning the direct and indirect personal interests of certain of our Office Holders and principal shareholders in certain transactions, see “Item 7. Major Shareholders and Related Party Transactions.”

Recent Amendment to the Israeli Companies Law

In March 2011, the Israeli Parliament adopted Amendment No. 16 to the Israeli Companies Law, or Amendment No. 16. This amendment implements a comprehensive reform in corporate governance. Most of the provisions of this amendment will become effective 60 days after its official publication in the Israeli Official Gazette. A summary of the principal changes introduced by Amendment No. 16 is set forth below:

- A higher shareholder approval threshold was adopted to permit a chief executive officer to also serve as chairman of the board and vice versa, and a prohibition was adopted on the chairman’s ability to serve the company in any capacity other than as the chief executive officer;

- The majority of the members of the audit committee is now required to be "independent" (as such term is defined under the Israeli Companies Law); the chairman of the audit committee is required to be an external director, and the following are disqualified from serving as members of the audit committee: the chairman, any director employed by the company or by its controlling shareholder or by an entity controlled by the controlling shareholder, a director who regularly provides services to the company or to its controlling shareholder or to an entity controlled by the controlling shareholder, and any director who derives most of its income from the controlling shareholder;
- The functions to be performed by the audit committee were expanded to include, inter alia, the following: determination whether certain related party actions and transactions are "material" or "extraordinary" in connection with their approval procedures, to assess the scope of work and compensation of the company's independent accountant, to assess the company's internal audit system and the performance of its internal auditor and to set whistle blower procedures (including in respect of the protections afforded to whistle blowers);
- The threshold to elect external directors was increased, such that the election of external directors now requires a majority vote at a shareholders' meeting, provided that either: at least a majority (previously, one-third) of the shares of non-controlling shareholders cast at the meeting vote in favor of the election of the external director, or the total number of shares of non-controlling shareholders voted against the election of the external director does not exceed 2% (previously, 1%) of the voting rights in the company;
- The independence requirements of external directors were enhanced such that an individual may not be appointed as an external director in a company that does not have a controlling shareholder, in the event that he has affiliation, at the time of his appointment, to the chairman, chief executive officer, a 5% shareholder or the chief financial officer; in addition, an individual may not be appointed as an external director if his relative, partner, employer, supervisor, or an entity he controls, has other than negligible business or professional relations with any of the persons with which the external director himself may not be affiliated;
- External directors may be re-elected for an additional term by means of one of the following mechanisms: (i) the board of directors proposed the nominee and his appointment was approved by the shareholders in the manner required to appoint external directors for their initial term (which was the only available way to re-elect external directors prior to the adoption of Amendment No. 16), or (ii) a shareholder holding 1% or more of the voting rights proposed the nominee, and the nominee is approved by a majority of the votes cast by the shareholders of the company, excluding the votes of controlling shareholders and those who have a personal interest in the matter as a result of their relations with the controlling shareholders, provided that, the aggregate votes cast by shareholders who are not controlling shareholders and do not have a personal interest in the matter as a result of their relations with the controlling shareholders in favor of the nominee constitute more than 2% of the voting rights in the company;
- The terms of employment of an officer now require the approval of the audit committee as well as the board of directors;
- The threshold to approve extraordinary transactions with a controlling shareholder or in which a controlling shareholder has a personal interest was increased, such that: (i) at least a majority (previously one-third) of the votes cast by shareholders who have no personal interest in the transaction and who vote on the matter are voted in favor of the transaction, or (ii) the votes cast by shareholders who have no personal interest in the transaction voted against the transaction do not represent more than 2% (previously 1%) of the voting rights in the company; in addition, any such extraordinary transaction whose term is more than three years, require approval as described above every three years, unless (with respect to transactions not involving management fees) the audit committee approves that a longer term is reasonable under the circumstances.
- With respect to full tender offers (tender offers for the acquisition of all outstanding shares in a company, the time-frame for a shareholder to a request appraisal rights with respect to the tender offer was extended from three to six months following the consummation of a the tender, but it is now permitted for the acquirer to elect that any shareholder tendering his shares will not be entitled to appraisal rights.

Duty of a Shareholder

Under the Companies Law, a shareholder has a general duty to act in good faith towards the company and other shareholders and refrain from improperly exploiting his power in the company, particularly when voting in the general meeting of shareholders on (a) any amendment to the articles of association, (b) an increase of the company's authorized share capital, (c) a merger or (d) approval of transactions with affiliates which require shareholder approval. In addition, any controlling shareholder, any shareholder who knows that it possesses power to determine the outcome of a shareholder vote and any shareholder that, pursuant to the provisions of the articles of association, has the power to appoint an officer holder in the company, is under a duty to act in fairness towards the company.

Indemnification

The Companies Law and our Articles of Association provide that Partner may indemnify an officer or director of Partner to the fullest extent permitted by the law. Without derogating from the foregoing, and subject to the limitations set forth in the Israeli Securities Law (see "Item 4B Business Overview-Regulation-Regulatory Developments-Securities Administrative Enforcement"), our Articles of Association specifically provide that Partner may indemnify an officer or director of Partner for liability or expense he incurs or that is imposed upon him as a result of an action or inaction by him (or together with other officers or directors of Partner) in his capacity as an officer or director of Partner as follows:

- (1) any financial liability incurred by, or imposed upon the officer or director in favor of another person in accordance with a judgment, including a judgment given in a settlement or a judgment of an arbitrator, approved by the court; or
- (2) reasonable litigation expenses, including legal fees, incurred by the officer or director or which he was ordered to pay by the court:
 - (a) in the context of proceedings filed against him by Partner or on Partner's behalf or by a third party; or
 - (b) in a criminal proceeding in which he was acquitted; or
 - (c) in a criminal proceeding in which he was convicted of a felony which does not require a finding of criminal intent.
- (3) reasonable litigation expenses, including legal fees, incurred by the officer or director due to such investigation or proceeding conducted against him by an authority authorized to conduct an investigation or proceeding, relating to an offense which does not require criminal intent, within the meaning of the relevant terms in any law, and which:
 - (a) ended without filing of an indictment against him and without the imposition of a financial liability as a substitute for a criminal proceeding; or
 - (b) ended without filing of an indictment against him but for which he was subject to a financial liability as a substitute for a criminal proceeding; or
- (4) any other liability or expense in respect of which it is permitted or will be permitted under applicable law to indemnify an officer or director of Partner.

The Companies Law and our Articles of Association also permit us to undertake in advance to indemnify an officer or director with respect for items (2) and (3) above, or any other matter permitted by law. The Companies Law and our Articles of Association also permit us to undertake in advance to indemnify an officer or director with respect to item (1) above, provided however, that the undertaking to indemnify is restricted to events which in the opinion of the Board of Directors are anticipated in light of Partner's activities at the time of granting the obligation to indemnify, and is limited to a sum or measurement determined by the Board of Directors to be reasonable in the circumstances. The undertaking to indemnify shall specify the events that, in the opinion of the Board of Directors are expected in light of the Company's actual activity at the time of grant of the indemnification and the sum or measurement which the Board of Directors determined to be reasonable in the circumstances.

The Companies Law combined with our Articles of Association also permits us to indemnify an officer or director after the fact for all kinds of events, subject to applicable law.

In no event may we indemnify an officer or director for:

- (1) a breach of the duty of loyalty toward us, unless the officer or director acted in good faith and had reasonable grounds to assume that the action would not harm us;
- (2) a breach of the duty of care done intentionally or recklessly ("*pizut*") except for negligence;
- (3) an intentional act intended to unlawfully yield a personal profit; or
- (4) a criminal fine or a penalty imposed on him.

We have undertaken to indemnify our directors and officers, subject to certain conditions as aforesaid. We consider from time to time the indemnification of our directors and officers, which indemnification will be subject to approval of our Audit Committee, Board of Directors and in case of indemnification of directors, also of our shareholders.

Under the indemnification letters granted prior to the date of this report, the aggregate indemnification amount payable by us to all of the officers and directors and other indemnified persons pursuant to all letters of indemnification issued or that may be issued to them by the Company in the future will not exceed the higher of (i) 25% of shareholders equity and (ii) 25% of market capitalization, each measured at the time of indemnification.

Release

The Companies Law and our Articles of Association authorize the Company, subject to the required approvals, to release our directors and officers, in advance, from such persons' liability, entirely or partially, for damage in consequence of the breach of the duty of care toward us. Notwithstanding the foregoing, we may not release such person from such person's liability, resulting from any of the following events: (i) the breach of duty of loyalty towards us; (ii) the breach of duty of care made intentionally or recklessly ("pzizut") except for negligence; (iii) an intentional act intended to unlawfully yield a personal profit; (iv) a criminal or administrative fine or a penalty imposed upon such person; and (v) the breach of duty of care in distribution ("haluka").

6D. Employees

At December 31, 2010, we had 6,068 employees on full time equivalent basis, compared with 5,673 employees at December 31, 2009, and 4,671 at December 31, 2008. The number of employees at year-end 2008, 2009, and 2010, according to their activity, was as follows:

	December 31		
	2008	2009	2010
Customer service	2,902	3,750	4,041
Engineering	306	322	302
Sales and sales support	569	517	586
Information technology	165	249	277
Marketing and Content	127	135	140
Finance	114	119	132
Human resources	124	125	130
Remaining operations	364	456	460
TOTAL	4,671	5,673	6,068

Substantially all of our employees have entered into employment contracts with us, terminable at will by either party.

Our employees are not covered by any company-specific collective bargaining agreement. However, we are subject to various Israeli labor laws and practices, as well as orders extending certain provisions of collective bargaining agreements between the Histadrut, currently the largest labor organization in Israel, and the Coordinating Bureau of Economic Organizations, the federation of employers' organizations. Such laws, agreements and orders cover a wide range of areas and impose minimum employment standards including, working hours, minimum wages, vacation and severance pay, and special issues, such as equal pay for equal work, equal opportunity in employment, and employment of women, youth, disabled persons and army veterans.

As of January 1, 2008, the Extension Order for Comprehensive Pension Insurance in the Economy applies (the "Pension Extension Order"). Pursuant to the Pension Extension Order, the employee's contributions and employer's contributions are ranked and increase each year until the year 2013. In 2008, the total deduction from the employee's salary for remunerations was 0.833%, and the total of employer's contributions was 0.833% for remunerations and 0.834% for severance. In 2013, deductions from the employee's salary will be 5% for remunerations, and employer's contributions will be a total of 5% for remunerations and 5% for severance. Some of our employees are eligible for an improved pension plan with terms of 5% employer's contributions and a deduction of 5% from the employee's salary. The more senior employees are entitled to a full pension insurance, in the amounts as follow (amounts vary according to choice of a pension fund or a manager's insurance fund): employer's contributions: 13.33% - 15.83% of the employee's salary and employee's deductions: 5% of the employee's salary.

We also offer to some of our employees the opportunity to participate in a "Continuing Education Fund," which functions also as a savings plan. Each of the participating employees contributes an amount equal to 2.5% of his salary and we contribute between 5% and 7.5% of such employee's salary.

According to the National Insurance Law, Israeli employers and employees are required to pay predetermined sums to the National Insurance Institute. These contributions entitle the employees to health insurance and benefits in periods of unemployment, work injury, maternity leave, disability, reserve military service, and bankruptcy or winding-up of the employer. We have never experienced a strike or work stoppage and no material labor-related claims are pending. We believe that our relations with our employees are good.

Since October 2001, most of our employees participate in a Health Insurance Program which provides additional benefits and coverage which the public health system does not provide. Eligibility to participate in the policy does not depend on seniority or position.

6E. Share Ownership

As of January 31, 2011, to the best of the Company's knowledge our directors and senior management's holdings do not exceed 1% of our outstanding ordinary shares. Directors and senior management do not have different voting rights than other shareholders of the Company.

As of February 28, 2011, our senior management held, in the aggregate, options to purchase up to 4,766,000 of our ordinary shares, of which 1,666,250 options were vested and exercisable as of that date. No individual senior manager holds options to purchase 1% or more of our outstanding ordinary shares. No options have been granted to our directors.

The table below sets forth the number of outstanding options held by our senior management according to exercise price and expiration date, as of February 28, 2011:

Option exercise price (NIS)	Number of options held	Option expiration Date
64.16	266,666	September 2014
64.16	266,667	September 2015
30.11	21,250	September 2016
64.16	266,667	September 2016
53.44	68,750	June 2017
61.53	12,500	February 2018
48.83	1,860,000	March 2019
60.12	1,718,500	July 2020
75.16	158,750	December 2020
71.34	126,250	February 2021

2004 Share Option Plan

Under the 2004 Share Option Plan (“the 2004 Plan”), 5,775,000 ordinary shares were initially reserved for issuance upon the exercise of 5,775,000 options to be granted without consideration to employees, directors, officers and advisors. The options will be granted to employees under the provisions of the capital gain’s tax route provided for in Section 102 of the Israeli Income Tax Ordinance. The option holder may exercise all or part of his options at any time after the date of vesting but no later than the expiration of the exercise period, which will be fixed by the Employee Stock Option Committee and will not exceed ten years from the date of option grant.

Upon the occurrence of any merger, consolidation, reorganization or similar event, or other substantially similar corporate transaction or event, we are required to make such equitable changes or adjustments necessary to the number of shares subject to each outstanding option in order to prevent dilution or enlargement of the option holders’ rights.

The 2004 Plan is administered by the Compensation Committee of the Board of Directors. Subject to the restrictions of the Companies Law, the Compensation Committee is authorized, among other things, to exercise all the powers and authorities, either specifically granted to it under the 2004 Plan or necessary or advisable for the administration of the 2004 Plan.

If an option holder’s employment with us is terminated because of his willful and continued failure to perform his duties and obligations to us or his willful engaging in misconduct injurious to us such that, in each case, the actions or omissions of the participant are sufficient to deny the participant a severance payment under the Israeli Severance Payment Law, 1963, his options will expire upon termination of employment. If an option holder’s employment with us is terminated by us for any other reason, he may exercise his vested options during the remainder of their exercise period. If an option holder’s employment is voluntarily terminated by the option holder (other than by reason of retirement, death or disability), he may exercise his vested options during the 90-day period following the later of the date of termination and the date upon which the resulting shares may be freely sold. If an option holder’s employment with us is terminated as a result of the retirement, death or disability of the option holder, he may exercise his vested options and the pro rata portion of options scheduled to vest in the year of termination during the remainder of their exercise period.

In connection with the adoption of the 2004 Plan, we received an exemption from the requirement set out in NASDAQ’s Marketplace Rule 4350(i)(1)(A) that listed companies receive shareholder approval when certain stock option or purchase plans are to be established or materially amended, or certain other equity compensation arrangement made or materially amended. This exemption was granted based on the fact that the NASDAQ requirement is inconsistent with applicable Israeli legal requirements, which require approval from a company’s Board of Directors upon the establishment or amendment of such a plan unless directors or controlling partners participate in the plan in which case approval of the shareholders meeting would be required upon the grant of options to such directors or controlling partners.

Following an amendment of the 2004 Plan, the Board of Directors may amend the 2004 Plan, subject to other sections of the Plan and the rules and/or regulations of any stock exchange applicable from time to time to the Company, by reason of their applicability to its shareholders or otherwise; *provided*, that (i) any alterations to the terms and conditions of the Plan which are of a material nature or to the Options granted (except where the alterations take effect automatically under the existing terms of the Plan); and (ii) any change to the authority of the Board of Directors of the Company or the Compensation Committee in relation to any alteration to the terms of the Plan. The Board of Directors may, at any time and from time to time, terminate the 2004 Plan in any respect, subject to any applicable approvals or consents that may be otherwise required by law, regulation or agreement, including by reason of their applicability to the shareholders or otherwise, and provided that no termination of the 2004 Plan shall adversely affect the terms of any option which has already been granted.

On March 26, 2008, the 2004 Plan was amended by the Board of Directors to include the following material amendments: to increase the total number of our shares reserved for issuance upon exercise of all options granted under the 2004 Plan by 8,142,000 shares; to introduce the acceleration of option vesting and exercisability in the event of a change of control or voluntary winding up; and to allow, upon compliance with certain conditions, the "cashless" exercise of vested options, according to which, upon exercise by the option holder of a given number of options, but without payment of the exercise price, the option holder would receive from the Company only the number of shares whose aggregate market value equals the economic gain which the option holder would have realized by selling all the shares purchased at their market price, net of the option exercise price. The exercise price of the options is based on the fair market value of the Company's shares at the time of grant. The fair market value of an ordinary share on any date will be equal to the average of the closing sale price of ordinary shares during the preceding 30 trading days; as such closing sale price is published by the Tel-Aviv Stock Exchange.

On February 23, 2009, the 2004 Plan, was further amended by the Board of Directors (the "Plan Amendments") to include the following two material amendments: (i) with respect to options granted on or after February 23, 2009, the date of approval of the Plan Amendments by the Board of Directors (the "Board Approval"), a dividend-adjustment mechanism, reducing the exercise price of such options following each dividend distribution in the ordinary course in an amount in excess of 40% (forty percent) or of another percent resolved by the Board of Directors, of the Company's net income for the relevant period ("the Excess Dividend") by an amount equal to the gross amount of the Excess Dividend per Ordinary Share. (ii) with respect to all options granted under the 2004 Plan, a dividend adjustment mechanism reducing the exercise price of such options following each dividend distribution other than in the ordinary course, by an amount which the Board of Directors considers as reflecting the impact such distribution will have or will likely to have on the trading price of the Ordinary Shares, and provisions authorizing the Board of Directors to allow option holders who were granted options before February 23, 2009 and to oblige option holders who were granted options on or after February 23, 2009 to exercise their vested options during a fixed period, through a cashless exercise procedure. The Plan Amendments were approved by our shareholders.

On February 23, 2009, the Board of Directors adopted a cashless exercise procedure according to which, option holders who were granted options on or after February 23, 2009 would be allowed to exercise their options only through a cashless exercise procedure and those granted options before February 23, 2009 would be able to choose between the cashless exercise procedure and the regular option exercise procedure.

On December 27, 2009, following a resolution for capital reduction in the amount of NIS 1.4 billion, the Board of Directors approved, in accordance with the terms of the 2004 Plan, a reduction to the exercise price in an amount equivalent to 50% of the capital reduction per share. The exercise price was reduced on the capital reduction record date March 7, 2010 and was applied to options which were granted before this record date.

In March 2010, the Board of Directors approved the grant of 1,100,000 share options to certain senior officers of the Company; In July 2010, the allocations of these options were amended by the Board of Directors to those senior officers under the same terms and conditions except for the exercise price. The fair value difference before and after the amendment is approximately NIS 3 million that will be recognized as additional compensation.

In July 2010, the Board of Directors approved the grant of 1,134,700 share options, of which 1,123,500 were granted to senior officers and managers.

In October 2010, the Board of Directors approved the grant of 800,000 share options to a company that provides management services to the Company by the Chief Executive Officer of the Company.

In December 2010, the Board of Directors approved the grant of 287,000 share options to a senior officer and managers of the Company.

In February 2011, the Board of Directors approved the grant of 126,250 share options to a senior officer of the Company.

Through December 31, 2010, 14,623,000 options have been granted to Company's employees pursuant to the 2004 Plan, of which 5,240,331 options have been exercised, 2,560,519 options were forfeited and 4,625 options expired (options forfeited and expired are available for subsequent grants), and 6,817,525 outstanding.

As of December 31, 2010, 1,859,144 options authorized under the 2004 Plan remain ungranted. The ordinary shares derived from the exercise of the options confer the same rights as the other ordinary shares of the Company.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

7A. Major Shareholders

The following table sets forth certain information with respect to the beneficial ownership of our ordinary shares as of January 31, 2011, with respect to each person whom we believe to be the beneficial owner of 5% or more of our ordinary shares. Except where otherwise indicated, we believe, based on information furnished to us by the principal shareholders, that the beneficial owners of the ordinary shares listed below have sole investment and voting power with respect to such ordinary shares. None of our major shareholders has any different voting rights than any other shareholder. See “Item 10B. Memorandum and Articles of Association – Rights Attached to Shares”.

Name	Shares beneficially owned	Issued Shares (1) %	Issued and Outstanding Shares (1) %
Scailex Corporation Ltd, together with Suny Electronics Ltd (2)	71,498,719	44.76	46.05
Treasury shares (3)	4,467,990	2.80	–
Public (4)	83,760,577	52.44	53.95
Total	159,727,286	100.00	100.00

- (1) As shown above and used throughout this annual report, the term “Issued and Outstanding Shares” does not include any treasury shares held by the Company. Treasury shares, which are included in “Issued Shares”, have no voting, dividend or other rights under the Israeli Companies Law, as long as they are held by the Company.
- (2) Scailex, an Israeli corporation listed on the Tel Aviv Stock Exchange, held on January 31, 2011, 44.65% of our Issued and Outstanding shares and voting rights. Scailex is a majority owned subsidiary of Suny, an Israeli corporation listed on the Tel Aviv Stock Exchange which is indirectly controlled by Mr. Ilan Ben-Dov. Suny has acquired 1.40% of our Issued and Outstanding shares and total voting rights. As a result of his indirect control of Scailex and Suny, Mr. Ilan Ben-Dov indirectly controlled 46.05% of our Issued and Outstanding shares and total voting rights as of January 31, 2011. See “Item 3D. Risk Factors – 46.05% of our shares and voting rights are indirectly controlled by a single shareholder”.
- (3) Treasury shares do not have a right to dividends or to vote.
- (4) The shares under “Public” include 5,015,457 shares held by Israeli entities from among our founding shareholders and their approved substitutes. These shares, together with 2,173,126 shares held by Suny and 869,129 shares held by Scailex, which are included in the table above, constitute 5.04% of our issued shares (approximately 5.19% of the Issued and Outstanding Shares). Under the terms of our mobile telephone license, Israeli entities from among our founding shareholders and their approved substitutes must hold at least 5% of our issued and outstanding share capital and of each of our means of control. “Israeli entities” are defined as individuals who are citizens and residents of Israel and entities formed in Israel and controlled, directly or indirectly, by individuals who are citizens and residents of Israel, provided that indirect control is only through entities formed in Israel, unless otherwise approved by the Israeli Prime Minister or Minister of Communications.

The shares under “Public” also include 7,677,037 shares held by Leumi Partners Ltd. which constitute 4.81% of the Issued Shares (approximately 4.95% the Issued and Outstanding Shares).

As of January 31, 2011, to the best of the Company's knowledge, our directors and senior management's holdings do not exceed 1% of our outstanding ordinary shares; their holdings have been included under "Public" in the table above. For information regarding options held by our senior management to purchase ordinary shares, see "Item 6E. Share Ownership".

By letter dated March 8, 2010, we were notified by Capital Research and Management Company ("CRMC"), a U.S.-based investment adviser, that it held 9,534,245 shares, including shares represented by ADRs, amounting to 6.16% of our Issued and Outstanding shares, on behalf of one or more of the funds under the management of CRMC. CRMC stated in its letter that it does not own the shares on its own behalf, but that the funds managed by CRMC are the legal owners of the shares.

We are not aware of any arrangements that might result in a change in control of our Company.

Principal Shareholder

On October 28, 2009, Advent Investments Pte Ltd., a wholly-owned subsidiary of Hutchison Telecom, sold its entire controlling interest in the Company to Scailex, an Israeli corporation listed on the Tel Aviv Stock Exchange. Scailex is a majority owned subsidiary of Suny, which is also an Israeli corporation listed on the Tel Aviv Stock Exchange and is indirectly controlled by Mr. Ilan Ben-Dov. As of January 31, 2011, our controlling shareholder, Mr. Ilan Ben-Dov, held indirectly 46.05% of our Issued and Outstanding shares and total voting rights as a result of his indirect control of Scailex and Suny.

As our largest shareholder, Scailex, who is also one of our main handset suppliers (see "Item 7B. Related Party Transactions – Transactions with Affiliates", has the ability to influence our business through its ability to virtually control all actions that require majority approval by the shareholders and through its representatives on our board of directors. Scailex is not obligated, however, to provide us with financial support or to exercise its rights as a shareholder in our best interests or in the best interests of our minority shareholders and noteholders, and it may engage in activities that conflict with such interests. If the interests of Scailex conflict with the interests of our other shareholders and noteholders, those shareholders and noteholders could be disadvantaged by the actions that this shareholder chooses to pursue. In addition, Scailex may cause our business to pursue strategic objectives that may conflict with the interests of our other shareholders and noteholders. See "Item 3D. Risk Factors – 46.05% of our shares and voting rights are indirectly controlled by a single shareholder".

See also "Item 7B. Related Party Transactions – Relationship Agreement" below for a description of the Restatement of the Relationship Agreement among Scailex and the founding Israeli shareholders.

Agreement between Scailex and Bank Leumi Ltd

On August 23, 2009, Scailex announced that, in the context of its acquisition of the entire controlling interest in the Company, Scailex had entered into an agreement on August 21, 2009 (the "Leumi Sales Agreement"), with Bank Leumi Ltd ("Bank Leumi"), according to which Bank Leumi, or a company on its behalf, would purchase from Scailex 7,677,037 shares of the Company, representing 4.99% of the Company's Issued and Outstanding shares. The shares to be sold to Bank Leumi would be part of the 78,940,104 shares of the Company subject to Scailex's share purchase agreement signed with Advent on August 12, 2009, and announced by Scailex on August 13, 2009. Scailex announced the closing of the Leumi Sales Agreement on October 28, 2009.

According to Scailex's announcement, the Leumi Sales Agreement includes customary rights for the protection of minority shareholders, and provides Bank Leumi with a "tag along" right in the event Scailex sells its interest in the Company in a manner that would cause Scailex to lose control of the Company. In addition, for as long as Bank Leumi holds at least 4,230,832 of the Company shares it purchased from Scailex, Scailex must use its voting power in the Company to cause the election of at least one director recommended by Bank Leumi.

In addition, the announcement stated that Bank Leumi has a veto right according to which, as long as it holds the Company shares described above, the following matters may not be proposed to the Company's Board of Directors or shareholders (subject to applicable law), without Bank Leumi's prior written approval: (i) dissolution, split, or reorganization of the Company; (ii) a merger of the Company other than on market conditions; (iii) a material change in the Company's business; (iv) activities that could cause the Company's shares to be delisted from trading on either the Tel Aviv Stock Exchange or NASDAQ; (v) the allocation or private issuance of shares and/or options and/or convertible securities in Scailex an amount that exceeds one percent of the Company's issued and outstanding share capital (excluding options allocated to its employees and only after Bank Leumi has been consulted); and (vi) the appointment of an external auditor to the Company which is not one of the five largest accounting firms.

Scailex's announcement also stated that Scailex undertook to use its means of control in the Company to ensure that any related-party transaction will be brought to the Company's Board of Directors for approval; decisions regarding related-party transactions shall be made only after approval by a majority of the Board members that were not appointed upon Scailex's recommendation; and related-party transactions shall not be executed if they are not on market terms. According to the announcement, the Leumi Sales Agreement states that if a related-party transaction is brought for approval at a meeting of Company shareholders, each of Scailex and Bank Leumi may vote according to its own judgment.

The announcement stated that, in compliance with and subject to Scailex's legal obligations as a controlling shareholder in the Company, Scailex undertook to exercise its means of control in the Company to convene meetings of the Audit Committee, the Board of Directors, and annual shareholders' meetings; in which a decision will be discussed to grant Bank Leumi registration rights under the same terms as those granted in the registration rights agreement dated October 26, 1999, between the Company, Advent and certain other additional shareholders, for a period of 5 years after completion of the Leumi Sales Agreement (and if not possible, then under materially similar commercial terms); and to use Scailex's means of control in the Company to obtain the above decision at the annual meeting of the Company's shareholders. If registration rights are granted to the shares that are sold, after the completion of the Sales Agreement the sold shares shall be transferred to Bank Leumi together with the said registration rights.

Other

On January 31, 2011, 17,984,585 ADSs (equivalent to 17,984,585 ordinary shares) or approximately 11.58% of our total Issued and Outstanding ordinary shares, were held of record by 57 registered holders in the United States. Additionally, on January 31, 2011, there were approximately 34 holders of record of our ordinary shares. Of these holders, none had a registered address in the United States, although certain accounts of record with registered addresses other than in the United States may hold our ordinary shares, in whole or in part, beneficially for United States persons. We are aware that many ADSs and ordinary shares are held of record by brokers and other nominees and accordingly the above numbers are not necessarily representative of the actual number of persons who are beneficial holders of ADSs and ordinary shares, or the number of ADSs and ordinary shares beneficially held by such persons.

7B. Related Party Transactions

Agreements between Partner and Leumi Partners Underwriters Ltd.

Leumi Partners Underwriters Ltd. ("Leumi Partners"), a fully owned subsidiary of Leumi Partners Ltd., acted as a pricing underwriter and/or distributor, in connection with the following Company offerings:

- Leumi Partners acted as a pricing underwriter and distributor, in connection with a private offering to institutional investors in Israel following which on November 29, 2009, the Company issued NIS 448 million in principal amount. Pursuant to the underwriting agreement, the Company paid Leumi Partners a sum of NIS 380,000 representing a commission at the rate of 28.27% from the total commission paid by Partner at the rate of 0.25% of the total immediate consideration for the offering *plus* an additional performance based commission at a rate of 0.05% of the total immediate consideration for the offering which the Company elected to pay at its sole discretion;
- Leumi Partners acted as distributor in connection with a public offering following which on April 15, 2010, the Company issued NIS 1 billion of Series C, Series D and Series E Notes. Pursuant to the underwriting agreement, the Company paid Leumi Partners a sum of NIS 900,000 representing a commission at the rate of 30% from the total commission paid by Partner at the rate of 0.25% of the total immediate consideration for the Public Offering *plus* an additional performance based commission at a rate of 0.05% of the total immediate consideration for the Public Offering which the Company elected to pay at its sole discretion;
- Leumi Partners acted as distributor in connection with a private offering to institutional investors in Israel following which on February 24, 2011, the Company issued NIS 443 million of Notes Series C for a gross consideration of NIS 463 million. Pursuant to the underwriting agreement, the Company paid Leumi Partners a sum of NIS 694,000 representing a commission of 0.15% of the total immediate consideration for this offering.

Relationship Agreement

Our founding Israeli shareholders are parties to a Relationship Agreement with Scailex in relation to its direct holdings of our shares and the rights associated with such holdings. See Exhibit 4.(a).1.1 incorporated by reference in this annual report.

License Conditions: Required Minimum Israeli and Founding Shareholder Percentages

The parties to the Relationship Agreement have agreed that they shall at all times comply with the terms of our license requiring that our founding shareholders or their approved substitutes hold in aggregate at least 26% of our means of control, and that our Israeli founding shareholders or their approved substitutes (from among the founding shareholders and their approved substitutes) hold at least 5% of our means of control. See "Item 4B. Business Overview—Regulation—Our Mobile Telephone License—License Conditions."

Compulsory Transfer in the Event of Default

If a party to the Relationship Agreement commits certain events of default described in the agreement, it may be required to offer its shares to the other parties on a pre-emptive basis. Events of default for this purpose include a breach of the Relationship Agreement which has a material adverse effect on Partner, and in the case of such breach, the purchase price at which the shares are to be sold will be market value less a 17.5% discount.

Term and Termination

The Relationship Agreement continues in full force and effect until we are wound up or cease to exist unless terminated earlier by the parties. The Relationship Agreement will terminate in relation to any individual party after it ceases to hold any share beneficially if it is required to comply with the minimum holding requirements for founding shareholders or Israeli founding shareholders, as applicable, and the transfer of the shares was not made in breach of the Relationship Agreement.

Related agreement among Israeli founding shareholders

A shareholders' agreement among the Israeli founding shareholders, or their approved substitutes, established the procedures, rights and obligations with respect to the appointment of the Israeli director.

Transactions with Affiliates

Agreements with affiliates of Scailex

On December 27, 2009, the Company's Audit Committee and Board of Directors approved an extension of the Company's headquarters lease agreement with Mivnei Ta'asiya Ltd ("Mivnei Ta'asiya"). Mr. Ilan Ben Dov, who is the controlling shareholder of Scailex, our principal shareholder, is also the controlling shareholder of Tau Tshuot Ltd ("Tau"), which holds 4.9% of the issued share capital of Mivnei Ta'asiya.

Under the extension, the lease period for all rented office space shall be consolidated and extended for seven years (until 31 December 2016). In consideration of the extension of the lease agreement, a discount of 5% has been granted on the rental fees. As a result, the lease fees for 2010 shall be NIS 24 million.

Partner shall have the right to extend the lease period by an additional three or five years. Should Partner choose to extend the lease by an additional five years, the lease fee shall be reduced by 2.5%. Partner also has the right to shorten the lease period regarding all or part of the leased properties and terminate the lease on December 31, 2014.

On December 27, 2009, our Audit Committee and Board of Directors approved the existing perennial agreement with Scailex, our principal shareholder as of October 28, 2009. The agreement was approved by our shareholders on April 28, 2010. Under the agreement, we will purchase, from time to time, cellular handsets, accessories and spare parts which are manufactured by Samsung Electronics Ltd. and imported into Israel by Scailex. See "Item 10C. Material Contracts".

Registration Rights

We have entered into a registration rights agreement with Scailex, our principal shareholder, in which we granted our principal shareholder the right to require us to register ordinary shares held by them under the US Securities Act. We have agreed that, upon request from our principal shareholder, we will file a registration statement under the US Securities Act to register ordinary shares held by them, subject to a maximum of one request in any 6-month period. There is no limit to the number of registrations that can be requested under the agreement. The minimum amount of shares that must be included in any registration requested under this agreement is 2.65% of our outstanding shares. We have also granted our principal shareholder the right to include their ordinary shares in any registration statement covering offerings of ordinary shares by us. The registration rights agreement will terminate upon the earlier of October 27, 2014 (five years after the date of the Change of Control transaction) and such time as the holder can sell its ordinary shares into the United States public market pursuant to an exemption from the registration requirements of the Securities Act without regard to holding period, volume or manner-of-sale limitations.

7C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

8A. Consolidated Financial Statements and Other Financial Information

Audited financial statements for the three fiscal years ended December 31, 2010, are included under “Item 18. Financial Statements.”

Legal and Administrative Proceedings

In addition to the legal proceedings discussed below, we are party to a number of legal and administrative proceedings arising in the ordinary course of our business. We do not currently expect the outcome of such matters individually or in the aggregate to have a material adverse effect upon our business and financial condition, results of operations and cash flows.

In addition to ordinary course proceedings described above, we have been named as defendants in a number of civil and criminal proceedings related to our network infrastructure and consumer claims regarding, for example, our tariff plans and billing methods, which may result in civil liabilities or criminal penalties against us or our officers and directors. Plaintiffs in some of these proceedings are seeking certification as class actions. The costs that may result from these lawsuits are only accrued for when it is more likely than not that a liability, resulting from past events, will be incurred and the amount of that liability can be quantified or estimated within a reasonable range. The amount of the provisions recorded is based on a case-by-case assessment of the risk level, and events arising during the course of legal proceedings may require a reassessment of this risk. The Company’s assessment of risk is based both on the advice of counsel and on the Company’s estimate of the probable settlements amount that are expected to be incurred, if such a settlement will be agreed by both parties.

See “Item 3D. Risk Factors” for a description of the main litigations and proceedings in which we are currently or have been involved. See also Note 18 to our consolidated financial statements and, for a description of the principal 012 Smile litigations and proceedings of which we are currently aware, Note 26 to our consolidated financial statements

During 2010, four criminal proceedings were brought against us concerning the erection of network sites without building permits. As of December 31, 2010, 11 criminal proceedings were pending against us concerning the erection of network sites without building permits, one of which was pending against our officers and directors. We are currently negotiating with the relevant local authorities to reach a settlement regarding the relocation of affected sites or obtaining building permits for those sites. The total amount of fines paid in 2010 was approximately NIS 242,000. Settlements of previous criminal proceedings brought against us resulted in Partner, but not its officers or directors, admitting guilt and paying a fine, and also resulted in the imposition of demolition orders for the relevant sites, the execution of which have been stayed for a period of time to allow us to obtain the necessary permits or to relocate the relevant network site.

Dividend Distribution Policy

Our Articles of Association allow for our Board of Directors to approve all future dividend distributions, without the need for shareholder approval, subject to the provisions governing dividends under the Companies Law. We first paid a dividend to our shareholders for the year 2005. See “Item 5. Liquidity and Capital Resources – Dividend payments and share repurchases.”

On March 16, 2010 the Board of Directors approved a dividend policy for 2010 targeting at least an 80% payout ratio of annual net income for the year ending December 31, 2010. For the year 2010, the Company distributed dividends and declared a final dividend on February 22, 2011 (with respect to the fourth quarter of 2010), which in the aggregate represent a payout ratio of approximately 98% of our annual net income for the year. On February 22, 2011, the Board of Directors approved a dividend policy for 2011, the same as with respect to the year 2010, targeting at least 80% payout ratio of annual net income for the year ending December 31, 2011. See “Item 3D. Risk Factors- We may not be able to fulfill our dividend policy in the future. If we implement our current dividend policy, we might reduce our future cash reserves, which may require us to borrow additional money.” for risks relating to future payments of dividends.

In addition, on February 22, 2010, the District Court approved the application submitted by the Company to approve a distribution in the total amount of NIS 1.4 billion (exceeding the surpluses for distribution) to the Company's shareholders ("the capital reduction"). Following the District Court's approval a total amount of approximately NIS 1.4 billion or NIS 9.04 per share was paid on March 18, 2010, to shareholders and ADS holders of record on March 7, 2010, which resulted in a reduction in shareholders' equity by an equal amount. See "Item 5A. Operating Results - Capital Reduction".

We intend to pay any dividends in shekels. Under current Israeli regulations, any dividends or other distributions paid in respect of ordinary shares may be freely repatriated in non-Israeli currencies at the rate of exchange prevailing at the time of conversion, provided that Israeli income tax has been paid on or withheld from such dividends. Because exchange rates between the shekel and the US dollar fluctuate continuously, a holder of ADSs will be subject to currency fluctuation generally and, particularly, between the date when dividends are declared and the date dividends are paid.

8B. Significant Changes

No significant change has occurred since the date of our financial statements, except as set forth under "Item 5D. Trend Information – Recent Developments".

ITEM 9. THE OFFER AND LISTING

9A. Offer and Listing Details

Our capital consists of ordinary shares, which are traded on the Tel Aviv Stock Exchange under the symbol “PTNR”. American Depositary Shares (“ADSs”), each representing one of the Company’s ordinary shares, are quoted on the NASDAQ Global Select Market under the symbol “PTNR”. Our ADSs were listed on the London Stock Exchange until March 12, 2008, when we discontinued the listing of our ADSs on that exchange. The ADSs are evidenced by American Depositary Receipts (“ADRs”) originally issued by JPMorgan Chase, as depository under a Deposit Agreement, dated as of November 1, 1999, among the Company, JPMorgan Chase and registered holders from time to time of ADRs. ADSs were first issued in October 1999. Since March 2006, the Bank of New York has served as our depository for ADSs.

The tables below set forth, for the periods indicated, the reported high and low closing quotations, not adjusted for dividends, based on information supplied by the National Association of Securities Dealers, Inc., and information supplied by the Tel Aviv Stock Exchange.

	NASDAQ (\$ per ADS)		Tel Aviv Stock Exchange (NIS per ordinary share)	
	High	Low	High	Low
2006	12.52	7.20	51.92	33.85
2007	22.23	11.50	85.20	48.42
2008	24.62	15.15	85.48	58.40
2009	20.46	13.46	77.20	57.30
2010				
First Quarter	24.13	20.17	94.29	74.00
Second Quarter	22.87	15.26	84.07	60.00
Third Quarter	18.38	15.17	67.50	59.00
Fourth Quarter	21.75	18.30	79.25	65.96
September 2010	18.38	16.70	67.50	63.57
October 2010	20.32	18.30	73.40	65.96
November 2010	20.96	20.01	76.76	71.39
December 2010	21.75	19.77	79.25	70.80
January 2010	20.62	19.00	74.00	70.45
February 2010	19.49	18.50	71.64	66.87
March 2010 (through March 16)	18.82	17.93	66.48	65.37

9B. Plan of Distribution

Not applicable.

9C. Markets

Our ADSs are quoted on the NASDAQ Global Select Market under the symbol “PTNR”. Our ordinary shares are traded on the Tel Aviv Stock Exchange under the symbol “PTNR”.

9D. Selling Shareholders

Not applicable.

9E. Dilution

Not applicable.

9F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

10A. Share Capital

Not applicable.

10B. Memorandum and Articles of Association

Purposes and Objects of the Company

We are a public company registered under the Israeli Companies Law as Partner Communications Company Ltd., registration number 52-004431-4.

Pursuant to our articles of association, we were formed for the purpose of participating in the auction for the granting of a license to operate cellular radio telephone services in Israel, to provide such services, and without derogating from the above, we are also empowered to hold any right, obligation or legal action and to operate in any business or matter approved by the Company.

Pursuant to section three of our articles of association, our purpose is to operate in accordance with business considerations to generate profits; provided, however, that the Board of Directors is entitled to donate reasonable amounts to worthy causes, even if such donation is not within the frame of these business considerations.

Pursuant to section four of our articles of association, our objective is to engage in any legal business.

The Powers of the Directors

The power of our directors to vote on a proposal, arrangement or contract in which the director is materially interested is limited by the relevant provisions of the Companies Law. In addition, the power of our directors to vote compensation to themselves or any members of their body, requires the approval of the audit committee and the shareholders at a general meeting. The Annual Meeting of the Shareholders must be convened to appoint directors and to terminate their term of office. In addition, our Articles of Association provide that, in certain circumstances relating to our compliance with the License, our Board of Directors may remove any Director from the Board of Directors by a resolution passed by 75% or more of the directors present and voting at the relevant meeting.

See also "Item 6C. Board Practices."

Rights Attached to Shares

Our registered share capital consists of a single class of 235 million ordinary shares, par value NIS 0.01 per share, of which 159,717,166 ordinary shares were issued and outstanding as of December 31, 2010, and 159,727,286 shares were issued and outstanding as of January 31, 2011. All outstanding ordinary shares are validly issued and registered. The rights attached to our ordinary shares are described below.

Dividend Rights

Holders of ordinary shares are entitled to the full amount of any cash or share dividend subsequently declared. The Board of Directors may propose and approve distribution of a dividend with respect to any fiscal year only out of profits, in accordance with the provisions of the Companies Law. See "Item 10E. Additional Information–Taxation."

Shares which are treated as dormant under our Articles of Association retain the rights to receive dividends or other distributions to shareholders, and to participate in rights offerings, but no other rights. See "Item 4B. Business Overview – Regulation – Our Mobile Telephone License – License Conditions".

One year after a dividend has been declared and is still unclaimed, the Board of Directors is entitled to invest or utilize the unclaimed amount of dividend in any manner to the benefit of the Company until it is claimed. We are not obligated to pay interest or linkage on an unclaimed dividend.

Voting Rights

Holders of issued and outstanding ordinary shares have one vote for each ordinary share held on all matters submitted to a vote of shareholders either in person or by proxy. Such voting rights may be affected by the grant of any special voting rights to the holders of a class of shares with preferential rights that may be authorized in the future. The quorum required for an ordinary meeting of shareholders consists of at least two shareholders present in person or by proxy who hold or represent, in the aggregate, at least one third of the voting rights of the issued share capital. In the event that a quorum is not present within thirty minutes of the scheduled time, the shareholders' meeting will be adjourned to the same day of the following week, or the next business day thereafter, at the same time and place, or such time and place as the Board of Directors may determine. If at such reconvened meeting a quorum is not present at the time appointed for holding the meeting, one or more shareholders present in person or by proxy holding or representing in the aggregate at least 10% of the voting rights in us will constitute a quorum. Any shareholder seeking to vote at a general meeting of our shareholders must first notify us if any of the shareholder's holdings in us requires the consent of the Ministry of Communications. The instructions of a shareholder will not be valid unless accompanied by a certification by the shareholder as to whether or not the shareholder's holdings in us or the shareholder's vote requires the consent of the Ministry of Communications due to a breach by the shareholder of the restrictions on transfer or acquisition of means of control, or provisions regarding cross-ownership with other mobile telephone operators or shareholdings or agreements which may reduce or harm competition. If the shareholder does not provide such certification, his instructions will be invalid and his vote not counted.

An ordinary resolution, such as a resolution for the election of directors, or the appointment of auditors, requires approval by the holders of a majority of the voting rights represented at the meeting, in person or by proxy, and voting thereon. Under our articles of association, resolutions such as a resolution amending our memorandum or articles of association or approving any change in capitalization, liquidation, changes in the objectives of the company, or the name of the company, or other changes as specified in our articles of association, requires approval of a special majority, representing the holders of no less than 75% of the voting rights represented at the meeting, in person or by proxy, and voting thereon.

Under our articles of association our directors are elected by an ordinary majority of the shareholders at each duly convened annual meeting, and they serve until the next annual meeting, provided that external directors shall be elected in accordance with applicable law and/or relevant stock exchange rules applicable to us; or until their respective successors are elected and qualified, whichever occurs first, or in the case of Israeli directors who are appointed by the founding Israeli shareholders, upon a written notice signed by at least two of the founding Israeli shareholders who are the record holders of at least 50% of minimum Israeli holding shares, to the Company Secretary of his or her appointment, until their respective successors are elected upon such notice. In each annual meeting the directors that were elected at the previous annual meeting are deemed to have resigned from their office, excluding an external director, who according to the Companies Law, is elected for a period of three years and the Israeli director whose appointment is terminated by a written notice by himself or by the founding Israeli shareholders. A resigning director may be reelected. Each ordinary share represents one vote. No director may be elected or removed on the basis of a vote by dormant shares. The ordinary shares do not have cumulative voting rights in the election of directors.

Under our Articles of Association our shareholders discuss our annual consolidated financial statements, at the annual ordinary meeting of shareholders.

Directors may be appointed also in certain circumstances by an extraordinary general meeting and by the Board of Directors upon approval of a simple majority of the directors. Such director, excluding an external director, shall serve for a term ending at the next annual general meeting.

Rights in the Company's Profits

Our shareholders have the rights to share in our profits distributed as a dividend and any other permitted distribution. See "Item 10B. Rights Attached to Shares—Dividend Rights."

Rights in the Event of Liquidation

All of our ordinary shares confer equal rights among them with respect to amounts distributed to shareholders in case of liquidation.

Rights in the Event of Reorganization

Upon the sale of the property of the Company, the Board of Directors or the liquidators (in case of a liquidation) may receive and, if the Company's profits so permit, distribute among the shareholders fully or partially paid up shares, bonds or securities of another company or any other property of the Company without selling them or depositing them with trustees on behalf of the shareholders, provided, however, that they have received the prior authorization adopted by a special majority of the shareholders of the Company (representing at least 75% of the votes of shareholders participating and voting in the relevant general meeting). Such special majority may also decide on the valuation of such securities or property, unless the Company is in or beginning a liquidation process.

Limitations on Ownership and Control

Ownership and control of our ordinary shares are limited by the terms of our license and our articles of association. See "Item 4B. Information on the Company—Business Overview—Our Mobile Telephone License—License Conditions" and "Revoking, limiting or altering our license."

In order to comply with the conditions and restrictions imposed on us by the Ministry of Communications or under our License in relation to ownership or control over us, under certain events specified in our articles of association, the Board of Directors may determine that certain ordinary shares are dormant shares. According to our articles of association, dormant shares bear no rights as long as they are dormant shares, except for the right to receive dividends and other distributions to shareholders. Consequently, we have received an exemption from the requirement set out in NASDAQ's Marketplace Rule 4351 that voting rights of existing shareholders of publicly traded common stock registered under Section 12 of the US Securities Exchange Act cannot be disparately reduced or restricted through any corporate action or issuance. In addition, the Board of Directors shall not register a person as a holder of a share before receipt of their declaration that they are not a relevant person as defined in our articles of association.

Changing Rights Attached to Shares

According to our articles of association, in order to change the rights attached to any class of shares, the general meeting of the shareholders must adopt a resolution to change such rights by a special majority, representing at least 75% of the votes of shareholders participating and voting in the general meeting, and in case of changing the rights attached to certain class of shares, the approval by special majority of each class meeting, is required.

Annual and Extraordinary Meetings

The Board of Directors must convene an annual meeting of shareholders at least once every calendar year, within fifteen months of the last annual meeting. Notice of a general meeting must be sent to each registered shareholder within five days after the record date set by the Board of Directors for that meeting, unless a different notice time is required under applicable law or unless all shareholders who qualify to vote at the time approve in writing of a shorter notice period. An extraordinary meeting may be convened by the Board of Directors, as it decides or upon a demand of any two directors or 25% of the directors, whichever is lower, or of one or more shareholders holding in the aggregate at least 4.99% of our issued capital, and at least 1% of the total voting rights of the Company or of one or more shareholders holding at least 4.99% of the total voting rights in the Company. An extraordinary meeting must be held not more than thirty-five days from the publication date of the announcement of the meeting. See "Item 10B. Rights Attached to Shares—Voting Rights."

One or more shareholders holding alone or in the aggregate, 4.99% or more of the share capital of the Company may request that the Board of Directors include an issue on the agenda of a general meeting to be convened in the future. The Board of Directors shall incorporate such issue on the agenda of such a future general meeting, provided that the Board of Directors determines, in its discretion, such issue is suitable to be discussed in the general meeting of shareholders of the Company.

Limitations on the Rights to Own Our Securities

For limitations on the rights to own our securities see “Item 4B. Information on the Company – Business Overview – Our Mobile Telephone License – License Conditions,” “– Our Permit Regarding Cross Ownership” and “Item 10B. Rights Attached to Shares – Limitations on Ownership and Control.”

Limitations on Change in Control and Disclosure Duties

For limitations on change in control, see “Item 4B. Information on the Company – Business Overview – Our Mobile Telephone License – License Conditions” and “– Our Permit Regarding Cross Ownership”.

Changes in our Capital

Changes in our capital are subject to the approval of the shareholders at a general meeting by a special majority of 75% of the votes of shareholders participating and voting in the general meeting.

Our License Prevails in case of an Inconsistency

If any article of our Articles of Association is found to be inconsistent with the terms of our mobile telephone license granted by the Ministry of Communications (see “Item 4B. Business Overview – Regulation - Our Mobile Telephone License”) or of any other telecommunications license we hold, the provisions of such Article shall be deemed null and void.

10C. Material Contracts

International long distance provider. In January 2007, we signed a two-year contract, which was extended for another year and then extended again in November 2009 until March 31, 2011, with the international long-distance provider Smile 012 (formerly “Golden Lines 12”), and since March 3, 2011, a wholly owned subsidiary of Partner), to carry all of our roaming related traffic. The agreement provides that Partner will route calls to its customers that are roaming abroad via Smile 012. In addition, Partner will route outgoing international calls from foreign roamers hosted on Partner’s network in Israel. Under the agreement, all international signaling traffic related to Partner’s roamers abroad and foreign roamers hosted on Partner’s network while visiting Israel will be also be routed through Smile 012. We expect that the costs related to these services provided by Smile 012 will be approximately US \$30 million over a three-year period.

Replacement of third party 3G radio equipment. In December 2007, we signed an agreement with LM Ericsson Israel Ltd. for the replacement of third party 3G radio equipment existing in our network and for additional investment in the 3G network in addition to the support and maintenance of our network. The Company allocated the purchase price of US\$ 65 million to the above deliverables based on their relative fair values. Of this amount, US\$ 6.6 million related to support and maintenance of the network. During 2008, it was agreed to add equipment with a value of US\$ 4 million to the above agreement. The purchase price is after deduction of commercial discounts, some of which are contingent upon future negotiations for further purchases of services that are probable. While the major part of the replacement took place during 2008, the process is expected to end no later than June 2011.

Land-line transmission services. In July 2008, we signed an agreement with Bezeq for the provision of land-line transmission services. The agreement replaces an earlier transmission agreement from 2003, and applies retroactively for five years beginning December 2007. We may extend the term of the agreement by up to two one-year periods. The agreement includes both a basic package for a fixed number of lines, and additional transmission services which we may purchase from time to time in our discretion. We expect that the costs related to the services provided by Bezeq will be approximately NIS 60 million annually.

i-Phone Agreement. In June 2009, we entered into a non-exclusive agreement with Apple Sales International for the purchase and resale of iPhone handsets in Israel. Pursuant to the agreement, we agreed to purchase a minimum quantity of iPhone handsets per year, for a period of three years. These purchases will represent a significant portion of our expected handset purchases and sales over that period.

Lease Agreement. On December 27, 2009, the Company’s Audit Committee and Board of Directors approved an extension of the Company’s headquarters lease agreement with Mivnei Ta’asiya Ltd (“Mivnei Ta’asiya”). Mr. Ilan Ben Dov, who is the controlling shareholder of Scailex, our principal shareholder, is also the controlling shareholder of Tau Tshuot Ltd (“Tau”), which holds 4.9% of the issued share capital of Mivnei Ta’asiya. See “Item 7B. Related Party Transactions-Transactions with Affiliates- Agreements with affiliates of Scailex”.

Samsung Product Agreement. On April 28, 2010, the shareholders of the Company approved and ratified a perennial agreement with Scailex, our principal shareholder as of October 28, 2009 (the "Samsung Products Agreement"), to purchase, from time to time, cellular handsets, accessories and spare parts manufactured by Samsung Electronics Ltd. that are imported to and marketed in Israel by Scailex (the "Products"). The Samsung Products Agreement also provides for repair services of such Products and additional commercial arrangements between Scailex and the Company regarding annual purchase volumes of the Products and annual gross profit-margin of Scailex from transactions with the Company as described below.

The total volume of the transactions between Scailex and Partner under the Samsung Products Agreement shall not exceed NIS 200 million annually and the Company and Scailex may increase the scope of the annual purchases by an additional amount of up to NIS 20 million (instead of by NIS 50 million), subject however to the approval of the Audit Committee and the Board of Directors of each of the companies as detailed in the Samsung Products Agreement. The term of the Samsung Products Agreement shall be for a period of two years commencing on October 28, 2009, the date Scailex became our principal shareholder.

Pursuant to the terms of the Samsung Products Agreement, the prices of the Samsung Products shall be determined by negotiations between Scailex and the Company; however, Scailex's total and accumulative annual gross profit margin from transactions with Partner regarding each group of products (purchase of handsets, accessories or spare parts) ("Annual Gross Profit Margin") shall not exceed Scailex's average gross profit margin from the same group of products with any entity in which Scailex is not an interested party therein, during the same calendar year (the "Average Gross Profit Margin"). If Scailex's auditor confirms that the Annual Gross Profit Margin of any group of products, exceeds Scailex's Average Gross Profit Margin, from the same group of Products with any entity in which Scailex is not an interested party therein, by more than 10% of the Average Gross Profit Margin, Scailex shall credit the difference to us.

In March 2011, our Audit Committee and Board of Directors approved an amendment to the Samsung Products Agreement according to which: (a) the total volume of the transactions between Scailex and Partner during each calendar year shall not exceed NIS 550 million (excluding VAT) and (b) if an auditor agreed upon by both parties should confirm that the Annual Gross Profit Margin of any group of products exceeds Scailex's Average Gross Profit Margin, from the same group of Products with any entity in which Scailex is not an interested party therein, Scailex shall credit the difference to us.

The term of the Samsung Products Agreement is for a period of three years ending on December 31, 2013. The amendment to the Samsung Products Agreement is subject to the approval of the General Meeting of Shareholders of the Company.

Registration Rights Agreement. We have entered into a registration rights agreement with Scailex, our principal shareholder, in which we granted our principal shareholder the right to require us to register ordinary shares held by them under the US Securities Act. See "Item 7B. Related Party Transactions-Transactions with Affiliates- Agreements with affiliates of Scailex".

Network upgrade and deployment of fourth generation network. On October 25, 2010, we entered into an agreement with LM Ericsson Israel Ltd. for the upgrade of our existing networks and the deployment of our fourth generation network in Israel. See "Item 5A. Results of Operations - Agreement for the Upgrade of Our Existing Networks and the Deployment of Fourth Generation Network in Israel".

10D. Exchange Controls

There are no Israeli government laws, decrees or regulations that restrict or that affect our export or import of capital or the remittance of dividends, interest or other payments to non-resident holders of our securities, including the availability of cash and cash equivalents for use by us and our wholly-owned subsidiaries, Partner Future Communications 2000 Ltd., Partner Land-Line Communications Solutions (of which Partner Future Communications 2000 Ltd. serves as the general partner and the Company serves as the limited partner) and 012 Smile, except or otherwise as set forth under "Item 10E. Additional Information – Taxation."

Under Israeli law (and our memorandum and articles of association), persons who are neither residents nor nationals of Israel may freely hold, vote and transfer ordinary shares in the same manner as Israeli residents or nationals.

10E. Taxation

Israeli Tax Considerations

The following is a summary of the current tax laws of the State of Israel as they relate to us and to our shareholders and also includes a discussion of the material Israeli tax consequences for persons purchasing our ordinary shares or ADSs, both referred to below as the “Shares”. To the extent that the discussion is based on legislation yet to be subject to judicial or administrative interpretation, there can be no assurance that the views expressed herein will accord with any such interpretation in the future. This discussion is not intended and should not be construed as legal or professional tax advice and does not cover all possible tax considerations.

Potential investors are urged to consult their own tax advisors as to the Israeli or other tax consequences of the purchase, ownership and disposition of our ordinary shares, including, in particular, the effect of any foreign, state or local taxes.

Israeli Tax Reforms

On July 24, 2002, the Israeli Parliament enacted income tax reform legislation, commonly referred to as the “2003 Tax Reform”. The 2003 Tax Reform has introduced fundamental and comprehensive changes into Israeli tax laws. Most of the legislative changes took effect on January 1, 2003. The 2003 Tax Reform has introduced a transition from a primarily territorial-based tax system to a personal-based system of taxation with respect to Israeli residents. The 2003 Tax Reform has also resulted in significant amendment of the international taxation provisions, and new provisions concerning the taxation of capital markets including the abolishment of currently “exempt investment routes” (e.g., capital gains generated by Israeli individuals from the sale of securities traded on the Tel-Aviv Stock Exchange). Under the 2003 Tax Reform legislation the Shares are no longer regarded and defined as “foreign traded securities” and thus certain associated Israeli tax aspects will accordingly be subject to change as discussed below.

A relatively short time after the 2003 Tax Reform, the Israeli Parliament approved on July 25, 2005 an additional income tax reform legislation (the “2006 Tax Reform”) pursuant to the recommendations of a committee appointed by the Israeli Minister of Finance, which incorporated additional fundamental changes to Israeli tax law. The 2006 Tax Reform, *inter alia*, includes a gradual reduction of income tax rates for both individuals and corporations through 2010, and outlines a path towards uniformity in the taxation of interest, dividend and capital gains derived from securities. Most of the amendments to the tax law are effective as of January 1, 2006, subject to certain exceptions. Transition rules apply in certain circumstances.

Various issues related to the 2003 Tax Reform and the 2006 Tax Reform remain unclear in view of the legislative language utilized and the lack of authoritative interpretations at this stage. The analysis below is therefore based on our current understanding of the new legislation.

General Corporate Tax Structure

The corporate tax rate applicable in 2010 was 25%. This rate was reduced to 24% in 2011 and is scheduled to be gradually reduced to 18% in 2016 and beyond.

Special Provisions Relating to Taxation under Inflationary Conditions

Until 2008, our taxable income was determined under the Income Tax (Inflationary Adjustment) Law 1985 (the “Inflationary Adjustments Law”), which attempts to overcome some of the problems presented to a traditional tax system by inflation.

In February 2008, the Israeli Parliament approved Amendment No. 20 to the Inflationary Adjustments Law (“the Amendment”). The Amendment repealed the Inflationary Adjustments Law as of January 1, 2008 and set certain transitional rules.

The Israeli Income Tax Ordinance and regulations promulgated there under allow Foreign-Invested Companies, to adjust their tax returns based on exchange rate fluctuations of the shekel against the US Dollar. For these purposes, a Foreign-Invested Company is a company in which more than 25% of the share capital in terms of rights to distributions, voting and appointment of directors, and of the combined share capital, including shareholder loans and capital notes, is held by persons who are not residents of Israel. A company that elects to measure its results for tax purposes based on the US Dollar exchange rate cannot change that election for a period of three years following the election. Although we may qualify as a Foreign-Invested Company, we have not elected this taxable income measurement alternative.

- **General.** Israeli law imposes a capital gains tax on the sale of capital assets by an Israeli resident and on the sale of capital assets located in Israel or the sale of direct or indirect rights to assets located in Israel, including on the sale of our Shares by some of our shareholders (see discussion below). The Israeli Income Tax Ordinance distinguishes between “Real Gain” and “Inflationary Surplus”. Real Gain is the excess of the total capital gain over Inflationary Surplus computed on the basis of the increase in the CPI between the date of purchase and the date of sale. In 2010, the Real Gain accrued at the sale of an asset that is purchased on or after January 1, 2003 is taxed at a 25% rate for corporations, (24% in 2011) and 20% rate for individuals. Additionally, if such shareholder is considered a “Significant Shareholder” at any time during the 12-month period preceding such sale (i.e. if such shareholder holds directly or indirectly, including along with others, at least 10% of any means of control in the company), the tax rate will be 25%. However, the foregoing tax rates will not apply to (i) dealers in securities; and (ii) shareholders who have acquired their shares prior to an initial public offering (that may be subject to a different tax arrangement). Inflationary surplus that accrued after December 31, 1993, is exempt from tax.

Real Gains derived from the disposal after January 1, 2003 of an asset purchased prior to this date will be subject to capital gains tax at a blended rate. The regular corporate tax rate of 25% (in 2009 and a marginal tax rate of up to 45%) in 2010 (this rate is scheduled to be gradually reduced to 39% in 2016 and beyond) for individuals will be applied to the gain amount which bears the same ratio to the total gain realized as the ratio which the holding period commencing at the acquisition date and terminating on January 1, 2003 bears to the total holding period. The remainder of the gain realized will be subject to capital gains tax at a 25% rate for corporations (24% in 2011) and 20% for individuals (25% for an individual who was a “Significant Shareholder” at any time during the 12-month period preceding such sale).

Generally, within 30 days of a transaction a detailed return, including a computation of the tax due should be submitted to the Israeli Tax Authorities and a tax advance amounting to the tax liability arising from the capital gain is payable. At the sale of traded securities, the aforementioned detailed return may not be submitted and the tax advance should not be paid, if all tax due was withheld at the source according to applicable provisions of the Israeli Tax Ordinance and regulations promulgated thereunder.

Capital gains are also reportable on annual income tax returns.

- **Taxation of Israeli Residents**

The following is a summary of the most significant Israeli capital gains tax implications arising with respect to the sale of our Shares by shareholders who are not engaged in the business of trading securities. As demonstrated below, the timing of the shareholder’s purchase of the shares will determine the tax outcomes in this regard.

Sale of shares purchased after January 1, 2003

Individuals

A shareholder will generally be subject to tax at 20% rate on realized real capital gain (if the shareholder is a Significant Shareholder, as defined above, the tax rate will be 25%). To the extent that the shareholder claims a deduction of financing expenses, the gain will be subject to tax at a rate of 25% (until otherwise stipulated in bylaws that may be published in the future).

Corporations

Shareholder corporation will be generally subject to tax at the corporate rate on the realized capital gain of 25% in 2010 (24% in 2011 and is scheduled to be gradually reduced to 18% in 2016 and beyond). Although not clear from doubt it can generally be assumed that with respect to shares purchased after January 1, 2006, and realized during 2010, the shareholder will be subject to tax at the corporate tax rate of 25% on realized real capital gains.

Different taxation rules may apply to shareholders who purchased the Shares prior to the listing on the Tel Aviv Stock Exchange. Such Shareholders should consult with their own tax advisors for the tax consequences upon sale.

- **Taxation of Non-Israeli Residents.** As mentioned above, Israeli law generally imposes a capital gains tax on sales of capital assets, including securities and any other direct or indirect rights to capital assets located in Israel. This tax is also applicable to nonresidents of Israel as follows:

Under Israeli law, the capital gain from the sale of shares by non-Israeli residents is tax exempt in Israel as long as our shares are listed on the Nasdaq Global Market or any other stock exchange recognized by the Israeli Ministry of Finance (this condition shall not apply to shares purchased on or after January 1, 2009) and provided that certain other conditions are met, the most relevant of which are: (A) the capital gain is not attributed to the foreign resident’s permanent establishment in Israel, (B) the shares were acquired by the foreign resident after the company’s shares had been listed for trading on the foreign exchange, and (C) if the seller is a corporation, less than 25% of its means of control are held by Israeli residents.

Different taxation rules may apply to shareholders who purchased their shares prior to the listing on the Tel Aviv Stock Exchange. They should consult with their tax advisors for the precise treatment upon sale.

- **Taxation of Investors Engaged in a Business of Trading Securities.** Individual and corporate dealers in securities in Israel are taxed at tax rates applicable to business income.
- **Withholding at Source from Capital Gains from Traded Securities.** Israeli stockbrokers and any financial institution through which the sold securities are held, are obliged, subject to some exemptions, to withhold tax on the amount of consideration paid with respect to such sale (or on the capital gain realized on the sale, if known) at the rate of 25% for corporations and 20% for individuals.

Dividends

The following Israeli tax consequences shall apply in the event of actual payment of any dividends on the Shares.

Dividends, other than bonus shares (stock dividends), paid to Israeli resident individuals who purchased our Shares will generally be subject to income tax at a rate of 20% for individuals, or 25% if the dividends receipt is a Significant Shareholder (as defined above) at any time during the 12-month period preceding such distribution. Dividends paid to Israeli resident companies will be exempt from tax.

Non-residents of Israel (both individuals and corporations) are subject to income tax on income accrued or derived from sources in Israel, including dividends from Israeli corporations. The distribution of dividend income, other than bonus shares (stock dividends), to non-residents of Israel will generally be subject to income tax at a rate of 20% (or 25% for a shareholder that is considered a Significant Shareholder (as defined above) at any time during the 12-month period preceding such distribution), unless a lower rate is stipulated by a double tax treaty between the State of Israel and the shareholder's country of residence.

In the event of actual payment of any dividends on our ordinary shares or ADSs the following withholding rates will be applied: (i) Israeli resident corporation – 0%, (ii) Israeli resident individual – 20% (iii) non-Israeli resident – 20%, subject to a reduced tax rate under an applicable double tax treaty.

Taxation of Residents of the United States under the US Treaty

Residents of the United States will generally be subject to withholding tax in Israel on dividends paid, if any, on Shares (including ADSs). Generally, under the Convention Between the Government of the United States of America and the Government of the State of Israel with Respect to Taxes on Income (the "US Treaty"), the maximum rate of withholding tax on dividends paid to a holder of Shares (including ADSs) who is a resident of the United States (as defined in the US Treaty) will be 25%. Since the tax rate of 25% is generally higher than the maximum Israeli tax rate on dividends pursuant to the 2006 Tax Reform, the maximum tax rate should be 20%. Under the US Treaty, the withholding tax rate on dividends will be reduced to 12.5% if the shareholder is a U.S. resident corporation which holds at the taxable year which precedes the date of payment of the dividend and during the whole of its prior taxable year, at least 10% of the outstanding shares of the voting stock of the Israeli resident paying corporation and not more than 25% of the gross income of the Israeli resident paying corporation for such prior taxable year that consists of certain type of interest or dividends.

The US Treaty exempts from taxation in Israel any capital gains realized on the sale, exchange or other disposition of Shares (including ADSs) provided the following cumulative conditions are met (a) the seller is a resident of the United States for purposes of the US Treaty, and (b) the seller owns directly or indirectly, less than 10% of our voting stock at all times during the 12-month period preceding such sale, exchange or other disposition (c) the seller, being an individual, is present in Israel for a period or periods of less than 183 days during the taxable year; and (d) the capital gain from the sale was not generated through a permanent establishment of the seller in Israel.

Subject to the exemptions from capital gains prescribed in the Israeli Income Tax Ordinance, (as described above), purchasers of Shares (including ADSs), who are residents of the United States and who hold 10% or more of the outstanding ordinary shares at any time during such 12-month period will be subject to Israeli capital gains tax. However, under the US Treaty, residents of the United States (as defined in the US Treaty) generally would be permitted to claim a credit for this tax against US federal income tax imposed on the sale, exchange or other disposition, subject to the limitations in US laws applicable to the utilization of foreign tax credits generally.

The application of the US Treaty provisions to dividends and capital gains described above is conditioned upon the fact that such income is not effectively connected with a permanent establishment (as defined in the US Treaty) maintained by the non-Israeli resident in Israel.

A non-resident of Israel that has received a dividend income derived from an Israeli corporation, from which tax was withheld at the source, is generally exempt from the duty to file tax returns in Israel in respect of such income, provided that such income was not connected to or derived from a trade or business conducted in Israel by such person.

Repatriation

Non-residents of Israel who acquire any of the Shares (including ADSs) of the Company will be able to repatriate dividends, liquidation distributions and the proceeds from the sale of such ADSs or ordinary shares, in non-Israeli currencies at the rate of exchange prevailing at the time of repatriation provided that any applicable Israel income tax has been paid, or withheld, on such amounts. US holders should refer to the “United States Federal Income Taxation – Dividends” section below with respect to the US federal tax treatment of foreign currency gain or loss.

The foregoing discussion is intended only as a summary and does not purport to be a complete analysis or listing of all potential Israeli tax effects of holding of our shares. We recommend that shareholders consult their tax advisors concerning the Israeli and non-Israeli tax consequences to them of holding our shares.

United States Federal Income Tax Considerations

The following discussion is a summary of certain material US federal income tax considerations applicable to a US holder (as defined below) regarding the acquisition, ownership and disposition of ordinary shares or ADSs. This summary is based on provisions of the Internal Revenue Code of 1986, as amended (the “Code”), existing and proposed US Treasury regulations, administrative pronouncements, rulings and judicial decisions in effect as of the date of this Annual Report. All of these authorities are subject to change, possibly with retroactive effect, and to change or changes in interpretation. In addition, this summary does not discuss all aspects of US federal income taxation that may be applicable to investors in light of their particular circumstances or to investors who are subject to special treatment under US federal income tax law, including US expatriates, insurance companies, banks, regulated investment companies, securities broker-dealers, financial institutions, tax-exempt organizations, persons holding ordinary shares or ADSs as part of a straddle, hedging or conversion transaction, persons subject to the foreign tax credit splitting events rules, persons subject to the alternative minimum tax, persons who acquired their ordinary shares or ADSs pursuant to the exercise of employee stock options or otherwise as compensation, persons having a functional currency other than the US dollar, persons owning (directly, indirectly or by attribution) 10% or more of our outstanding share capital or voting stock, and persons not holding the ordinary shares or ADSs as capital assets.

As used herein, the term “US holder” means a beneficial owner of an ordinary share or an ADS who is eligible for benefits as a US resident under the limitation on benefits article of the US Treaty (as defined above in “–Taxation of residents of the United States under the US Treaty”), and is:

- a citizen or individual resident of the United States for US federal income tax purposes;
- a corporation (or an entity taxable as a corporation for US federal income tax purposes) created or organized in or under the laws of the United States or any political subdivision thereof (including the District of Columbia);
- an estate whose income is subject to US federal income taxation regardless of its source; or
- a trust if (A) a US court is able to exercise primary supervision over the trust’s administration and (B) one or more US persons have the authority to control all of the trust’s substantial decisions.

If a partnership, or other entity treated as a partnership for US federal income tax purposes, holds ordinary shares or ADSs, the tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. A partner in a partnership that holds ordinary shares or ADSs is urged to consult its own tax advisor regarding the specific tax consequences of owning and disposing of ordinary shares or ADSs.

For US federal income tax purposes, US holders of ADRs will be treated as owners of the ADSs evidenced by the ADRs and the ordinary shares represented by the ADSs. Furthermore, deposits or withdrawals by a US holder of ordinary shares for ADSs, or of ADSs for ordinary shares, will not be subject to US federal income tax or Israeli income tax. The statement of US federal income tax law set forth below assumes that each obligation in the Deposit Agreement and any related agreement will be performed in accordance with its terms.

US holders should review the summary above under “Israeli Taxation” and “Israeli Taxation–Taxation of residents of the United States under the US Treaty” for a discussion of the Israeli taxes which may be applicable to them.

Holders of ordinary shares or ADSs should consult their own tax advisors concerning the specific Israeli, US federal, state and local tax consequences of the ownership and disposition of the ordinary shares or ADSs in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction. In particular, US holders are urged to consult their own tax advisors concerning whether they will be eligible for benefits under the US Treaty.

Dividends

A US holder generally will be required to include in gross income as ordinary dividend income the amount of any distributions paid on the ordinary shares and ADSs, including the amount of any Israeli taxes withheld in respect of such dividend. Dividends paid by us will not qualify for the dividends-received deduction applicable in certain cases to US corporations.

The amount of any distribution paid in NIS, including the amount of any Israeli withholding tax thereon, will be included in the gross income of a US holder of ordinary shares in an amount equal to the US dollar value of the NIS calculated by reference to the spot rate of exchange in effect on the date the distribution is received by the US holder or, in the case of ADSs, by the Depositary. If a US holder converts dividends paid in NIS into US dollars on the day such dividends are received, the US holder generally should not be required to recognize foreign currency gain or loss with respect to such conversion. If the NIS received in the distribution are not converted into US dollars on the date of receipt, any foreign currency gain or loss recognized upon a subsequent conversion or other disposition of the NIS will be treated as US source ordinary income or loss. Special rules govern and special elections are available to accrual method taxpayers to determine the US dollar amount includible in income in the case of taxes withheld in a foreign currency. Accrual basis taxpayers are urged to consult their own tax advisors regarding the requirements and the elections applicable in this regard.

Any dividends paid by us to a US holder on the ordinary shares or ADSs will be treated as foreign source income and will generally be categorized as “passive income” for US foreign tax credit purposes. Subject to the limitations in the Code, as modified by the US Treaty, a US holder may elect to claim a foreign tax credit against its US federal income tax liability for Israeli income tax withheld from dividends received in respect of ordinary shares or ADSs. US holders who do not elect to claim the foreign tax credit may instead claim a deduction for Israeli income tax withheld, but only for a year in which the US holder elects to do so with respect to all foreign income taxes. A deduction does not reduce US tax on a dollar-for-dollar basis like a tax credit. The deduction, however, is not subject to the limitations applicable to foreign tax credits. The rules relating to the determination of the foreign tax credit are complex. Accordingly, if you are a US holder of ordinary shares or ADSs, you should consult your own tax advisor to determine whether and to what extent you would be entitled to the credit.

Certain US holders (including individuals) are eligible for reduced rates of US federal income tax (at a maximum rate of 15%) in respect of “qualified dividend income” received in taxable years beginning before January 1, 2013. For this purpose, qualified dividend income generally includes dividends paid by a non-US corporation if, among other things, the US holders meet certain minimum holding period requirements and the non-US corporation satisfies certain requirements, including that either (i) the shares (or ADSs) with respect to which the dividend has been paid are readily tradable on an established securities market in the United States, or (ii) the non-US corporation is eligible for the benefits of a comprehensive US income tax treaty (such as the US Treaty) which provides for the exchange of information. We currently believe that dividends paid with respect to our ordinary shares and ADSs, should constitute qualified dividend income for US federal income tax purposes. We anticipate that our dividends will be reported as qualified dividends on Forms 1099-DIV delivered to US holders. In computing foreign tax credit limitations, non-corporate US Holders may take into account only a portion of a qualified dividend to reflect the reduced US tax rate applicable to such dividend. Each individual US holder of ordinary shares or ADSs is urged to consult his own tax advisor regarding the availability to him of the reduced dividend tax rate in light of his own particular situation and regarding the computations of his foreign tax credit limitation with respect to any qualified dividend income paid by us, as applicable.

Sale, Exchange or Other Disposition

Upon the sale, exchange or other disposition of ordinary shares or ADSs, a US holder generally will recognize capital gain or loss equal to the difference between the US dollar value of the amount realized on the sale, exchange or other disposition and the US holder’s adjusted tax basis, determined in US dollars, in the ordinary shares or ADSs. Any gain or loss recognized upon the sale, exchange or other disposition of the ordinary shares or ADSs will be treated as long-term capital gain or loss if, at the time of the sale, exchange or other disposition, the holding period of the ordinary shares or ADSs exceeds one year. In the case of individual US holders, capital gains generally are subject to US federal income tax at preferential rates if specified minimum holding periods are met. The deductibility of capital losses by a US holder is subject to significant limitations. US holders should consult their own tax advisors in this regard.

In general, gain or loss recognized by a US holder on the sale, exchange or other disposition of ordinary shares or ADSs will be US source income or loss for US foreign tax credit purposes. Pursuant to the US Treaty, however, gain from the sale or other disposition of ordinary shares or ADSs by a holder who is a US resident, for US Treaty purposes, and who sells the ordinary shares or ADSs within Israel may be treated as foreign source income for US foreign tax credit purposes.

US holders who hold ordinary shares or ADSs through an Israeli stockbroker or other Israeli intermediary may be subject to an Israeli withholding tax on any capital gains recognized if the US holder does not obtain approval of an exemption from the Israeli Tax Authorities. US holders are advised that any Israeli tax paid under circumstances in which an exemption from such tax was available will not give rise to a deduction or credit for foreign taxes paid for US federal income tax purposes. US holders are advised to consult their Israeli stockbroker or intermediary regarding the procedures for obtaining an exemption.

If a US holder receives NIS upon the sale of ordinary shares, that US holder may recognize ordinary income or loss as a result of currency fluctuations between the date of the sale of the ordinary shares and the date the sales proceeds are converted into US dollars.

Passive Foreign Investment Company Rules

A non-US corporation will be classified as a Passive Foreign Investment Company (a "PFIC") for any taxable year if at least 75% of its gross income consists of passive income (such as dividends, interest, rents, royalties (other than rents or royalties derived in the active conduct of a trade or business and received from an unrelated person), and gains on the disposition of certain minority interests) or at least 50% of the average value of its assets consist of assets that produce, or are held for the production of, passive income. We currently believe that we were not a PFIC for the year ended December 31, 2010. However, this conclusion is a factual determination that must be made at the close of each year and is based on, among other things, a valuation of our ordinary shares, ADSs and assets, which will likely change from time to time. If we were characterized as a PFIC for any taxable year, a US holder would suffer adverse tax consequences. These consequences may include having the gains that are realized on the disposition of ordinary shares or ADSs treated as ordinary income rather than capital gains and being subject to punitive interest charges with respect to certain dividends and gains and on the sale or other disposition of the ordinary shares or ADSs. Furthermore, dividends paid by a PFIC are not eligible to be treated as "qualified dividend income" (as discussed above).

Application of the PFIC rules is complex. US holders should consult their own tax advisors regarding the potential application of the PFIC rules to the ownership of our ordinary shares or ADSs.

Information Reporting and Backup Withholding

Dividend payments with respect to ordinary shares or ADSs and proceeds from the sale, exchange or other disposition of ordinary shares or ADSs may be subject to information reporting to the Internal Revenue Service (the "IRS") and possible US backup withholding at a current rate of 28% . Backup withholding will not apply, however, to a holder who furnishes a correct taxpayer identification number or certificate of foreign status and makes any other required certification or who is otherwise exempt from backup withholding. US persons who are required to establish their exempt status generally must provide IRS Form W-9 (Request for Taxpayer Identification Number and Certification). Non-US holders generally will not be subject to US information reporting or backup withholding. However, such holders may be required to provide certification of non-US status (generally on IRS Form W-8BEN) in connection with payments received in the United States or through certain US-related financial intermediaries.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a holder's US federal income tax liability, and a holder may obtain a refund of any excess amounts withheld by filing the appropriate claim for refund with the IRS and furnishing any required information.

10F. Dividends and Paying Agents

Not applicable.

10G. Statement By Experts

Not applicable.

10H. Documents on Display

Reports and other information of Partner filed electronically with the US Securities and Exchange Commission may be found at www.sec.gov. They can also be inspected without charge and copied at prescribed rates at the public reference facilities maintained by the SEC in Room 1024, 450 Fifth Avenue, N.W., Washington, D.C. 20549.

10I. Subsidiary Information

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

General

We are exposed to market risk, including movements in foreign currency exchange and inflation-indexed interest rates. Where appropriate, we enter into derivative transactions to hedge underlying exposure to foreign currencies and inflation (as measured by the consumer price index ("CPI")). As a matter of policy, we do not enter into transactions of a speculative or trading nature. Interest rate and foreign exchange exposures are monitored by tracking actual and projected commitments and through the use of sensitivity analysis.

We have liabilities in shekels linked to the CPI and in foreign currencies. The following table provides information derived from the financial statements about these liabilities as of December 31, 2010.

Non-Derivative Instruments

	Fair Value (NIS equivalent in millions, except percentages)	Book Value (NIS equivalent in millions, except percentages)
NIS-denominated debt linked to the CPI (1)		
Long-term fixed Notes payable series A due 2012	986	956
Weighted average interest rate payable	4.25%	4.25%
Long-term fixed Notes payable series B due 2016	484	458
Weighted average interest rate payable	3.4%	3.4%
Long-term fixed Notes payable series C due 2018	209	204
Weighted average interest rate payable	3.35%	3.35%
Long-term bank borrowing bearing fixed interest	490	502
Weighted average interest rate payable	2.75%	2.75%
Finance lease (2)	3	3
Weighted average interest rate payable	4.6%	4.6
NIS-denominated debt not linked to the CPI		
Long-term fixed Notes payable series D due 2021	393	396
Weighted average interest rate payable	3.53%	3.53%
Long-term fixed Notes payable series E due 2017	405	397
Weighted average interest rate payable	5.5%	5.5%
Long-term bank borrowing bearing variable interest (2)	300	300
Weighted average interest rate payable	2.8%	2.8%
Long-term bank borrowing bearing fixed interest	524	500
Weighted average interest rate payable	5.75%	5.75%
Payables-trade (2)	588	588
Weighted average interest rate payable		
Debt denominated in foreign currencies (mainly USD) (2)		
Payables-trade	183	183
Weighted average interest rate payable		
Total	4,565	4,487

(1) Amounts due for payment of principal and interest are adjusted according to the CPI. See "Item 5B. Liquidity and Capital Resources".

(2) Book value approximates fair value at December 31, 2010.

Foreign Exchange and Inflation

Substantially all of our revenues and a majority of our operating expenses are denominated in shekels. However, through December 31, 2010, approximately 25% of our operating expenses were linked to non-shekel currencies, mainly the US dollar. These expenses related mainly to the acquisition of handsets where the price paid by us is based on various foreign currencies, mainly the US dollar. In addition, a substantial majority of our capital expenditures are incurred in, or linked to, non-shekel currencies, mainly US dollars. See note 6 to our consolidated financial statements for description of the market risks.

Our hedging strategy is to neutralize and mitigate our currency exposures by entering into hedging transactions which convert into shekels the liabilities not denominated in shekels. We do not hold or issue derivative financial instruments for trading purposes.

Our Notes payable are currently in shekels and are linked to the CPI. We may not be permitted to raise our tariffs pursuant to our license in a manner that would fully compensate for any increase in the CPI. Therefore, an increase in the rate of inflation may also have a material adverse impact upon us by increasing our financial expenses without an offsetting increase in revenue. In 2010, the CPI effective as of December 31, 2010, increased 2.3%, compared to the CPI effective as of December 31, 2009, causing NIS 54 million in our financial expenses, net, compared to an increase of 3.8% in 2009, which caused NIS 88 million in financial expenses, net. See Note 22 to our consolidated financial statements. These expenses were partially offset by hedging contracts (see below).

We enter into derivative transactions in order to protect ourselves from an increase in the CPI in respect of the principal of the CPI – linked Notes. We also enter into derivative transactions in order to protect ourselves from changes in foreign currencies exchange rate. These transactions are mainly designated to hedge the cash flows related to payments in respect of purchases of handsets and capital expenditures in foreign currency. However, these contracts do not qualify for hedge accounting under IAS 39.

The following table provides information derived from the financial statements about our outstanding foreign exchange instruments. The notional amount does not necessarily represent amounts exchanged by the parties and, therefore, is not a direct measure of our exposure. See also Note 6 to our consolidated financial statements.

Derivative Instruments

	As of December 31, 2010	As of December 31, 2009	Fair Value at December 31, 2010
	(NIS equivalent in millions)		
Forward transactions - for the exchange of: Dollars into NIS	334	113	(3)
Forward transactions-for the exchange of Euros into NIS	-		
Embedded derivatives - Dollars into NIS	144	163	3
Forward transactions - for changes in the Israeli CPI	80	430	3

Sensitivity analysis

A change of the CPI as at December 31, 2010 and 2009 would have increased (decreased) equity and profit or loss by the amounts shown below. This analysis assumes that all other variables remain constant.

	Change	Equity New Israeli Shekels in millions	Profit
December 31, 2009			
Increase in the CPI of	2.0%	(41)	(41)
Decrease in the CPI of	(2.0)%	41	41
December 31, 2010			
Increase in the CPI of	2.0%	(40)	(40)
Decrease in the CPI of	(2.0)%	40	40

A change of the USD exchange rate as at December 31, 2010 and 2009 would have increased (decreased) equity and profit by the amounts shown below. This analysis assumes that all other variables remain constant.

	Change	Equity New Israeli Shekels in millions	Profit
December 31, 2009			
Increase in the USD of	5.0%	(12)	(12)
Decrease in the USD of	(5.0)%	10	10
December 31, 2010			
Increase in the USD of	5.0%	1	1
Decrease in the USD of	(5.0)%	(1)	(1)

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Fees and charges payable by ADR holders

The Bank of New York Mellon serves as the depositary (the “Depositary”) for our American Depositary Receipt (“ADR”) program. Pursuant to the deposit agreement between the Company, the Depositary and owners and holders of ADRs (the “Deposit Agreement”), ADR holders may be required to pay various fees to the Depositary. In particular, the Depositary, under the terms of the Deposit Agreement, may charge the following fees to any party depositing or withdrawing shares underlying the ADRs, or to any party surrendering ADRs or to whom ADRs are issued (including, without limitation, issuance pursuant to a stock dividend or stock split declared by the Company or an exchange of stock regarding the ADRs or any deposited securities underlying the ADRs or a distribution of ADRs pursuant to a distribution of underlying shares), as applicable: (1) taxes and governmental charges, (2) such registration fees as may from time to time be in effect for the registration of transfers of shares generally on the Company’s share register and applicable to transfers of shares to the name of the Depositary or its nominee or agent in connection with making deposits or withdrawals under the Deposit Agreement, (3) such cable, telex and facsimile transmission expenses as are expressly provided for in the Deposit Agreement, (4) such expenses as are incurred by the Depositary in the conversion of foreign currency, (5) a fee of \$5.00 or less per 100 American Depositary Shares (“ADSs”) (or portion thereof) for the execution and delivery of ADRs (including in connection with distributions of shares or rights by the Company) and in connection with the surrender of receipts and withdrawal of the underlying shares, (6) a fee of \$.02 or less per ADS (or portion thereof) for any cash distribution made pursuant to the Deposit Agreement, including in connection with distributions of shares or rights, (7) a fee for the distribution of securities in connection with certain distributions, such fee being in an amount equal to the fee for the execution and delivery of ADSs which would have been charged as a result of the deposit of such securities but which securities are instead distributed by the Depositary to ADR holders, (8) in addition to any fee charged under clause (6), a fee of \$.02 or less per ADS (or portion thereof) for depositary services, and (9) any other charges payable by the Depositary or any of its agents in connection with the servicing of shares or other deposited securities underlying the ADRs.

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

None.

ITEM 15. CONTROLS AND PROCEDURES

(a) *Disclosure Controls and Procedures.* Our management, including our Chief Executive Officer and Chief Financial Officer, carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of December 31, 2010. Disclosure controls and procedures means controls and other procedures designed to ensure that information required to be disclosed in the reports that we file under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in the reports we file or submit under the Securities Exchange Act of 1934, as amended, is accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate, to allow timely decisions regarding required disclosure.

There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives. Nevertheless, our disclosure controls and procedures are designed to provide reasonable assurance of achieving the desired control objectives. Based upon our evaluation, our Chief Executive Officer and Chief Financial Officer concluded that the disclosure controls and procedures in place as of December 31, 2010 were effective.

(b) *Management’s Annual Report on Internal Control over Financial Reporting.* Our management, under the supervision of our Chief Executive Officer and Chief Financial Officer, is responsible for establishing and maintaining adequate internal control over our financial reporting, as defined in Rule 13a-15(f) of the Securities Exchange Act of 1934, as amended. The Company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes policies and procedures that:

- pertain to the maintenance of our records that in reasonable detail accurately and fairly reflect our transactions during the year;

- provide reasonable assurance that our transactions are recorded as necessary to permit the preparation of our financial statements in accordance with generally accepted accounting principles;
- provide reasonable assurance that our receipts and expenditures are made only in accordance with authorizations of our management and Board of Directors (as appropriate); and
- provide reasonable assurance regarding the prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Due to its inherent limitations, internal control over financial reporting may not prevent or detect all misstatements. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management, including our Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2010, based on the framework for Internal Control-Integrated Framework set forth by The Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, management concluded that the Company's internal control over financial reporting was effective as of December 31, 2010.

Our internal control over financial reporting as of December 31, 2010, has been audited by Kesselman & Kesselman, an independent registered public accounting firm in Israel and a member of PricewaterhouseCoopers International Limited., as stated in their report which is included under Item 18.

(c) Attestation report of the registered public accounting firm. The attestation report of Kesselman & Kesselman, an independent registered public accounting firm in Israel and a member of PricewaterhouseCoopers International Limited, regarding the Company's internal control over financial reporting is included under Item 18.

(d) Changes in Internal Control Over Financial Reporting. There were no changes in our internal control over financial reporting that occurred during the year ended December 31, 2010, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

The Board of Directors has determined that Dr. Michael Anghel, Barry Ben-Zeev, Erez Gissin and Dr. Shlomo Nass are "audit committee financial experts" as defined in Item 16A of Form 20-F. All the members of the Audit Committee are "independent directors" as defined in the SEC requirements applicable to us.

ITEM 16B. CODE OF ETHICS

We have adopted a code of ethics that applies to our directors, officers and employees. We undertake to provide to any person without charge, upon request, a copy of our code of ethics, which you may request from Partner's legal department, tel.: +972-54-4814191.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Kesselman & Kesselman, independent certified public accountants in Israel and a member of Pricewaterhouse Coopers International Limited ("PwC"), have served as our independent public accountants for each of the fiscal years in the three-year period ended December 31, 2010, for which audited financial statements appear in this annual report on Form 20-F.

The following table presents the aggregate fees for professional services rendered by PwC to Partner in 2009 and 2010.

	2010 (NIS thousands)	2009 (NIS thousands)
Audit Fees (1)	2,680	2,904
Audit-related Fees (2)	1,122	766
Tax Fees (3)	398	330
TOTAL	4,200	4,000

- (1) Audit Fees consist of fees billed for the annual audit services engagement and other audit services, which are those services that only the external auditor can reasonably provide, and include the group audit; statutory audits; comfort letters and consents; and assistance with and review of documents filed with the SEC.

- (2) Audit-related Fees consist of fees billed for assurance and related services that are reasonably related to the performance of the audit or review of our financial statements and include consultations concerning financial accounting and reporting standards, as well as the purchase of an accounting data base.
- (3) Tax Fees include fees billed for tax compliance services, including the preparation of tax returns and claims for tax refund; tax consultations, such as assistance and representation in connection with tax audits and appeals, and requests for rulings or technical advice from taxing authority.

Audit Committee Pre-approval Policies and Procedures

Our Audit Committee's specific responsibilities in carrying out its oversight of the quality and integrity of the accounting, auditing and reporting practices of the Company include the approval of audit and non-audit services to be provided by the external auditor. The Audit Committee approves in advance the particular services or categories of services to be provided to the Company during the following yearly period and also sets forth a specific budget for such audit and non-audit services. Additional non-audit services may be pre-approved by the Audit Committee.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASES

Not applicable.

ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G. CORPORATE GOVERNANCE

See "Item 6C. Board Practices – NASDAQ Corporate Governance Rules and Our Practices", and also "10B. Memorandum and Articles of Association".

ITEM 17. FINANCIAL STATEMENTS

The company has responded to "Item 18. Financial Statements" in lieu of responding to this item.

ITEM 18. FINANCIAL STATEMENTS

The following financial statements are filed as part of this annual report.

ITEM 19. EXHIBITS

Pursuant to the rules and regulations of the Securities and Exchange Commission, we have filed certain agreements as exhibits to this Annual Report on Form 20-F. These agreements may contain representations and warranties by the parties. These representations and warranties have been made solely for the benefit of the other party or parties to such agreements and (i) may have been qualified by disclosures made to such other party or parties, (ii) were made only as of the date of such agreements or such other date(s) as may be specified in such agreements and are subject to more recent developments, which may not be fully reflected in our public disclosure, (iii) may reflect the allocation of risk among the parties to such agreements and (iv) may apply materiality standards different from what may be viewed as material to investors. Accordingly, these representations and warranties may not describe our actual state of affairs at the date hereof and should not be relied upon.

Exhibit No.	Description
>>>>1.1	Articles of Association last updated and approved on October 22, 2009
**1.2	Partner's Certificate of Incorporation
**1.3	Partner's Memorandum of Association
**2.(a).1	Form of Share Certificate
^^2.(a).2	Amended and Restated Deposit Agreement Between Partner and the Bank of New York
^2.(b).1	Form of Indenture between Partner and the Trust Company of Union Bank Ltd.
>>>>2.(b).2	Trust Deed
>>>>2.(b).3	Amendment no. 1 to the Trust Deed of November 26, 2009
^4.(a).1	Restatement of the Relationship Agreement dated April 20, 2005
>>>>4.(a).1.1	Letter of Undertaking by which Scailex entered into the Restated Relationship Agreement with the Company, October 28, 2009
**4.(a).2	License from the Israeli Ministry of Communications issued April 8, 1998, as amended by the amendments filed with the SEC as exhibits to our Annual Reports on Form 20-F for each of the years ended December 31, 2000, through December 31, 2009 (the "Amended License").
**4.(a).4	License Agreement for use of the Orange Brand in Israel dated September 14, 1998
**4.(a).5	Brand Support/Technology Transfer Agreement dated July 18, 1999
**4.(a).6	Agreement with Ericsson Radio Systems AB dated May 28, 1998
#+4.(a).7	Agreement with LM Ericsson Israel Ltd. dated November 25, 2002
**4.(a).9	Lease Agreement with Mivnei Taasia dated July 2, 1998
^^4.(a).13	Asset Purchase Agreement with Med-1 dated as of January 22, 2006
4.(a).14	Amendment No. 54 to our License from the Israeli Ministry of Communications
4.(a).15	Amendment No. 55 to our License from the Israeli Ministry of Communications
4.(a).16	Amendment No. 56 to our License from the Israeli Ministry of Communications
4.(a).17	Amendment No. 57 to our License from the Israeli Ministry of Communications
4.(a).18-57	[Reserved]
>4.(a).58	Special License from the Israeli Ministry of Communications for the Provision of Fixed-Line Domestic Transmission and Data Communications Services issued August 14, 2006.
>4.(a).59	Amendment No. 1 to Special License for the Provision of Fixed-Line Domestic Transmission and Data Communications Services issued September 10, 2006.
>4.(a).60	Exclusive General License from the Israeli Ministry of Communication for the Provision of Domestic Fixed Line Telecommunications Services issued January, 15 2007 as amended by the amendments filed with the SEC as exhibits to our Annual Reports on Form 20-F for each of the years ended December 31, 2006, through December 31, 2009 (the "Amended Domestic Fixed Line License").
#+4.(a).65	Purchase Agreement with Nortel Networks Israel (Sales and Marketing) Ltd. dated November 12, 2003.
#>4.(a).67	Swap Agreement with LM Ericsson Israel Ltd. dated December 20, 2007
#4.(a).68	[reserved]
#4.(a).69>>>>	Facility Agreement dated November 24, 2009
#4.(a).70	[reserved]
#4.(a).71	[reserved]
4.(a).72	012 Smile Share Purchase Agreement
4.(a).73	English translation of the original Hebrew language 012 Smile Credit Facility, dated January 31, 2010
#>>>>4.(b).1	Addendum to Lease Agreements from November 1, 2002 and Lease Agreements in Beit Ofek
>>>>4.(b).2	Registration Rights Agreement with Scailex
6.	See Note 2v to our consolidated financial statements for information explaining how earnings (loss) per share information was calculated.
>>8.	List of Subsidiaries (see "Item 4C – Organizational Structure").

- 12.(a).1 Certification by CEO pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes Oxley Act of 2002.
- 12.(a).2 Certification by CFO pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes Oxley Act of 2002.
- 13.(a).1 Certification of CEO and CFO pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
-

- ** Incorporated by reference to our registration statement on Form F-1 (No. 333-10992).
- *** Incorporated by reference to our annual report on Form 20-F for the fiscal year ended December 31, 2000.
- + Incorporated by reference to our annual report on Form 20-F for the fiscal year ended December 31, 2001.
- ++ Incorporated by reference to our annual report on Form 20-F for the fiscal year ended December 31, 2002.
- +++ Incorporated by reference to our annual report on Form 20-F for the fiscal year ended December 31, 2003.
- ^ Incorporated by reference to our annual report on Form 20-F for the fiscal year ended December 31, 2004.
- ^^ Incorporated by reference to our registration statement on Form F-6 (No. 333-132680).
- ^^^ Incorporated by reference to our annual report on Form 20-F for the fiscal year ended December 31, 2005.
- > Incorporated by reference to our annual report on Form 20-F for the fiscal year ended December 31, 2006.
- >> Incorporated by reference to our annual report on Form 20-F for the fiscal year ended December 31, 2007.
- >>> Incorporated by reference to our annual report on Form 20-F for the fiscal year ended December 31, 2008.
- >>>> Incorporated by reference to our annual report on Form 20-F for the fiscal year ended December 31, 2009.
- # Confidential treatment requested.

Confidential material has been redacted and has been separately filed with the Securities and Exchange Commission.

GLOSSARY OF SELECTED TELECOMMUNICATIONS TERMS

The following explanations are not intended as technical definitions, but to assist the reader in understanding certain terms as used in this annual report.

AMPS	Advanced Mobile Phone System; the analogue cellular telephone technology adopted in the United States. Also N-AMPS (Narrowband AMPS), a more frequency-efficient variant of AMPS.
Analog Technology	A technology in which some property of an electrical signal is varied proportionally to the input signal being transmitted, stored or processed. Fixed transmitter/receiver equipment in each cell of a cellular
Base Transceiver Station ("BTS")	telecommunications network that communicates by radio with all cellular telephones in that cell.
Base Station Controller ("BSC")	Monitors and controls one or more base stations in order to exchange messages, handover cellular units from cell to cell and perform other system administrative tasks.
Blocked call	Where a cellular phone call fails because no channels are available in the cell in which the user is located.
CDMA	Code Division Multiple Access; a method by which many users sharing the same radio channel can be distinguished by unique code numbers.
Cell	In a cellular telephone system, the coverage area of a single base transceiver station or one sector therein.
Channel	A frequency or time slot in a telecommunications system over which distinct messages can be conveyed.
Churn	The number of customers who are disconnected from a network, either involuntarily, due to payment delinquency or suspected fraudulent use, or voluntarily, as customers switch to competing networks, relocate outside the network's service area, or cease using cellular telephones permanently or temporarily.
D-AMPS	Digital Advanced Mobile Phone System; a digital mobile system first implemented in the United States and intended initially to permit gradual upgrading of AMPS networks.
Dropped call	When a cellular phone call is involuntarily terminated.
GPRS	General Packet Radio Services (GPRS) is a packet-based wireless communication service that enables data rates from 56 up to 114 Kbps and continuous connection to the Internet for mobile phone and computer users. GPRS is based on GSM communication.
GSM	The Global System for Mobile Communications, a comprehensive digital standard for the operation of all elements of a mobile telephone system. GSM originated in Europe, but is now the most popular digital mobile telephone standard worldwide.
GSM 900	GSM operation in the 900 MHz frequency band; the original frequency band allocated to GSM, later extended by 10 MHz (EGSM).

GSM 1800	GSM operation in the 1800 MHz frequency band; formerly known as DCS 1800 or PCN, first allocated for the expansion of mobile network competition in Europe, now used for the same purpose in many other areas.
GSM 1900	GSM operation in the 1900 MHz band; primarily used in North and South America
GSM Association	Formerly known as the GSM Memorandum of Understanding Association (GSM MoU), an organization of operators, government administrations, and equipment and service suppliers that promotes the development and promulgation of the GSM standard and relations between GSM operators.
HSCSD	High Speed Circuit Switched Data is an infrastructure development which enables the transmission of data at higher speeds than the 9600 Bps speed previously available on GSM networks.
HSPA	HSPA technology describes the third generation (UMTS) cellular High Speed Packet Access protocol that combines both the High Speed Downlink Packet Access (HSPDA) and High Speed Uplink Packet Access (HSUPA) modes for high performance WCDMA (Wide Band CDMA) systems.
Intelligent Network ("IN")	Network architecture that centralizes the processing of calls and billing information of calls.
ISP	Internet service provider.
LTE	"Long Term Evolution" - a 3rd Generation Partnership Project ("3GPP") term that defines the next evolution of the 3GPP standard cellular network. The main characteristics are a use of better modulation, coding, transmission and reception techniques, and with the combination of bigger spectrum bands, gives the end user much higher data rates (up to 150 Mbps).
Mobile Switching Center ("MSC")	A large, computer-based device used to connect calls within a cellular network and as the interface of the cellular network to other networks.
Roaming	The mobile telephone feature that permits subscribers of one network to use their mobile telephones and telephone numbers when in another operator's network.
RTT	Real-time technology.
SMS	Short message service, a service which enables cellular telephone users to send and receive written messages on their handsets.
UMTS/3G	Universal Cellular Telecommunications System, the "third generation" of cellular telecommunications standard, also referred to as UMTS.
Virtual Private Network ("VPN")	A private network provided by means of the facilities of a public telephone network but which operates by logic as a closed user group thereby providing the convenience of a private network with the economy of scale of a public network.
Voice Over Broadband ("VoB")	A competitive Voice Telephony service, provided over broadband IP infrastructure (e.g. cables, ADSL), mainly by ISPs.

Voice Over Broadband over cellular (“VoC”)	A service enabling cellular subscribers to make voice calls using voice over IP technology. The subscriber must have a WiFi or a cellular broadband connection in order to use this service.
VOD	Video on demand.
WAP	Wireless Application Protocol, a language specifically developed for cellular telephones that facilitates internet usage.
WLAN	Wireless local area network.

SIGNATURES

The Company hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Partner Communications Company Ltd.

By: /s/ Yacov Gelbard

Yacov Gelbard

Chief Executive Officer

March 21, 2011

By: /s/ Emanuel Avner

Emanuel Avner

Chief Financial Officer

March 21, 2011

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
2010 ANNUAL REPORT

PARTNER COMMUNICATIONS COMPANY LTD.

(An Israeli Corporation)
2010 ANNUAL REPORT

TABLE OF CONTENTS

	Page
<u>REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM</u>	F- 2 - F - 3
CONSOLIDATED FINANCIAL STATEMENTS	
<u>Statements of Financial Position as of December 31, 2009 and 2010</u>	F- 4- F - 5
<u>Statements of Income for the years ended December 31, 2008, 2009 and 2010</u>	F - 6
<u>Statements of Comprehensive Income for the years ended December 31, 2008, 2009 and 2010</u>	F - 7
<u>Statements of Changes in Equity for the years ended December 31, 2008, 2009 and 2010</u>	F - 8
<u>Statements of Cash Flows for the years ended December 31, 2008, 2009 and 2010</u>	F - 9 - F - 10
<u>Notes to financial statements</u>	F - 11 - F - 91

The amounts are stated in New Israeli Shekels (NIS) in millions.



Report of Independent Registered Public Accounting Firm

To the Shareholders of

PARTNER COMMUNICATIONS COMPANY LTD.

We have completed integrated audits of Partner Communications Company Ltd.'s ("the Company" or "Partner") consolidated financial statements and of its internal control over financial reporting as of December 31, 2010, in accordance with the standards of the Public Company Accounting Oversight Board (United States). Our opinions, based on our integrated audits, are presented below.

Consolidated financial statements

We have audited the consolidated statement of financial position of Partner as of December 31, 2010 and 2009, and the related consolidated statements of income, comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2010. These consolidated financial statements are the responsibility of the Company's Board of Directors and management. Our responsibility is to express an opinion on these financial statements based on our integrated audits.

We conducted our audits in accordance with auditing standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by the Company's Board of Directors and management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above, present fairly, in all material respects, the financial position of Partner as of December 31, 2010 and 2009, and the results of its operations, changes in equity and its cash flows for each of the three years in the period ended December 31, 2010, in conformity with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

Internal control over financial reporting

Also, in our opinion, the Company maintained, in all material respects, effective internal control over its financial reporting as of December 31, 2010, based on criteria established in the *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The Company's Board of Directors and management are responsible for maintaining effective internal control over financial reporting and management is responsible for the assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting appearing under Item 15(b). Our responsibility is to express an opinion on the effectiveness of the Company's internal control over financial reporting based on our integrated audit. We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting includes obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also includes performing such other procedures as we consider necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.



A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Tel-Aviv, Israel
March 17, 2011

Kesselman & Kesselman
Certified Public Accountants (Isr.)
A member firm of PricewaterhouseCoopers International Limited

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PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

		New Israeli Shekels		Convenience translation into U.S. dollars (note 2a)
		December 31,		
	Note	2009	2010	2010
		In millions		
CURRENT ASSETS				
Cash and cash equivalents		329	321	90
Trade receivables	7	1,275	1,331	375
Other receivables and prepaid expenses	8	31	71	20
Inventories	9	158	101	28
Derivative financial instruments	6	14	6	2
		1,807	1,830	515
NON CURRENT ASSETS				
Trade Receivables	7	474	632	178
Advance payment in respect of the acquisition of 012 smile	26		30	8
Property and equipment	10	2,064	2,058	580
Licenses and other intangible assets	11	1,260	1,077	304
Deferred income tax asset	23	14		
Derivative financial instruments	6	4		
		3,816	3,797	1,070
TOTAL ASSETS				
		5,623	5,627	1,585

The financial statements were authorized for issue by the board of directors on March 17, 2011.

Yacov Gelbard
Chief Executive Officer

Emanuel Avner
Chief Financial Officer

Barry Ben-Zeev (Woolfson)
Director

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

		New Israeli Shekels		Convenience translation into U.S. dollars (note 2a)
		December 31,		
		2009	2010	2010
	Note	In millions		
CURRENT LIABILITIES				
Current maturities of notes payable and other liabilities and current borrowings	14,15, 16	752	628	177
Trade payables		777	771	217
Parent group - trade	24	34	72	20
Other payables	12	238	264	74
Deferred revenue		56	51	15
Provisions	13	34	26	7
Derivative financial instruments	6	4	3	1
Income tax liability		20	11	3
		<u>1,915</u>	<u>1,826</u>	<u>514</u>
NON CURRENT LIABILITIES				
Notes payable	15	1,379	1,836	517
Bank borrowings	14	300	1,252	353
Liability for employee rights upon retirement, net	17	38	54	15
Dismantling and restoring sites obligation	13	23	23	6
Other non current liabilities	16	6	8	2
Deferred income tax liability	23		2	1
		<u>1,746</u>	<u>3,175</u>	<u>894</u>
TOTAL LIABILITIES		<u>3,661</u>	<u>5,001</u>	<u>1,408</u>
EQUITY				
Share capital - ordinary shares of NIS 0.01 par value: authorized - December 31, 2009, and 2010 - 235,000,000 shares; issued and outstanding -	19			
December 31, 2009 – *154,440,136 shares				
December 31, 2010 – *155,249,176 shares		2	2	1
Capital surplus		2,483	1,099	311
Accumulated deficit		(172)	(124)	(36)
Treasury shares, at cost - December 31, 2009 and 2010 - 4,467,990 shares		(351)	(351)	(99)
TOTAL EQUITY		<u>1,962</u>	<u>626</u>	<u>177</u>
TOTAL LIABILITIES AND EQUITY		<u>5,623</u>	<u>5,627</u>	<u>1,585</u>

* Net of treasury shares

The accompanying notes are an integral part of the financial statements.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
CONSOLIDATED STATEMENTS OF INCOME

		New Israeli Shekels			Convenience translation Into U.S. Dollars (note 2a)
		Year ended December 31			
		2008	2009	2010	2010
	Note	In millions (except earnings per share)			
Revenues	5	6,302	6,079	6,674	1,880
Cost of revenues	5, 20	3,868	3,770	4,093	1,153
Gross profit		2,434	2,309	2,581	727
Selling and marketing expenses	20	388	387	479	135
General and administrative expenses	20	284	290	306	86
Other income - net	21	64	69	64	18
Operating profit		1,826	1,701	1,860	524
Finance income	22	30	28	28	8
Finance expenses	22	214	204	209	59
Finance costs, net	22	184	176	181	51
Profit before income tax		1,642	1,525	1,679	473
Income tax expenses	23	444	384	436	123
Profit for the year		1,198	1,141	1,243	350
Earnings per share					
Basic		7.71	7.42	8.03	2.26
Diluted	25	7.65	7.37	7.95	2.24

The accompanying notes are an integral part of the financial statements.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	Note	New Israeli Shekels			Convenience
		Year ended December 31			translation into
		2008	2009	2010	U.S. dollars
		In millions			(note 2a)
Profit for the year		1,198	1,141	1,243	350
Other comprehensive income (losses)					
Actuarial gains (losses) on defined benefit plan	17	(18)	16	(8)	(2)
Income taxes relating to actuarial gains (losses) on defined benefit plan	23	5	(4)	2	*
Other comprehensive income (losses)					
for the year, net of income taxes		(13)	12	(6)	(2)
TOTAL COMPREHENSIVE INCOME FOR THE YEAR		1,185	1,153	1,237	348

* Representing an amount less than NIS 1 million.

The accompanying notes are an integral part of the financial statements.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

		Share capital					
		Number of shares	Amount	Capital surplus	Accumulated deficit	Treasury shares	Total
	Note				In m i l l i o n s		
New Israeli Shekels:							
BALANCE AT JANUARY 1, 2008		157,320,770	2	2,429	(616)	-	1,815
CHANGES DURING THE YEAR ENDED DECEMBER 31,2008							
Total comprehensive income for the year					1,185		1,185
Exercise of options granted to employee		566,614	*	17			17
Employee share-based compensation expenses					8		8
Dividend	19				(942)		(942)
Treasury Shares, at cost		(4,467,990)				(351)	(351)
BALANCE AT DECEMBER 31, 2008		153,419,394	2	2,446	(365)	(351)	1,732
CHANGES DURING THE YEAR ENDED DECEMBER 31, 2009							
Total comprehensive income for the year					1,153		1,153
Exercise of options granted to employees		1,020,742	*	37			37
Employee share-based compensation expenses					22		22
Dividend	19				(982)		(982)
BALANCE AT DECEMBER 31, 2009		154,440,136	2	2,483	(172)	(351)	1,962
CHANGES DURING THE YEAR ENDED DECEMBER 31, 2010							
Total comprehensive income for the year					1,237		1,237
Exercise of options granted to employees		809,040	*	16			16
Employee share-based compensation expenses					23		23
Capital reduction (see note 19(d))				(1,400)			(1,400)
Dividend	19				(1,212)		(1,212)
BALANCE AT DECEMBER 31, 2010		155,249,176	2	1,099	(124)	(351)	626
Convenience translation into u.s. dollars (note 2a):							
BALANCE AT JANUARY 1, 2010		154,440,136	1	700	(48)	(99)	554
CHANGES DURING THE YEAR ENDED DECEMBER 31, 2010							
Total comprehensive income for the year					348		348
Exercise of options granted to employees	19	809,040	*	5			5
Employee share-based compensation expenses					6		6
Capital reduction (see note 19(d))				(394)			(394)
Dividend					(342)		(342)
BALANCE AT DECEMBER 31, 2010		155,249,176	1	311	(36)	(99)	177

* Representing an amount less than 1 million.

The accompanying notes are an integral part of the financial statements.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
CONSOLIDATED STATEMENTS OF CASH FLOWS

		New Israeli Shekels			Convenience translation into U.S. dollars (note 2a)
		Year ended December 31			
		2008	2009	2010	2010
	Note	In millions			
CASH FLOWS FROM OPERATING ACTIVITIES:					
Cash generated from operations (Appendix)		2,335	2,092	2,384	672
Income tax paid	23	(420)	(339)	(426)	(120)
Net cash provided by operating activities		1,915	1,753	1,958	552
CASH FLOWS FROM INVESTING ACTIVITIES:					
Acquisition of property and equipment	10	(488)	(526)	(361)	(102)
Increase in intangible assets	11	(31)	(231)	(105)	(30)
Advance payment in respect of the acquisition of 012 smile				(30)	(9)
Interest received	22	4	1	5	1
Proceeds from derivative financial instruments, net	6	1	24	5	1
Net cash used in investing activities		(514)	(732)	(486)	(139)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Proceeds from exercise of stock options granted to employees		17	37	16	5
Non-current bank borrowings received	14		300	1,000	282
Proceeds from issuance of notes payable, net of issuance costs	15		446	990	279
Dividend paid	19	(930)	(986)	(1,209)	(341)
Capital reduction (see note 19(d))		(7)		(1,400)	(394)
Repayment of finance lease	16	(351)	(7)	(3)	(1)
Interest paid	22	(92)	(89)	(118)	(33)
Current borrowings received (repaid), net	14	20	(20)		
Repayment of non-current bank borrowings	14	(22)			
Repayment of notes payable	15		(557)	(756)	(213)
Net cash used in financing activities		(1,365)	(876)	(1,480)	(416)
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		36	145	(8)	(3)
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR		148	184	329	93
CASH AND CASH EQUIVALENTS AT END OF YEAR		184	329	321	90

The accompanying notes are an integral part of the financial statements.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
CONSOLIDATED STATEMENTS OF CASH FLOWS

Appendix – Cash generated from operations and supplemental information

				Convenience translation into U.S. dollars (note 2a)
New Israeli Shekels				
Year ended December 31,				
	2008	2009	2010	2010
Note	In millions			
Cash generated from operations:				
Profit for the year	1,198	1,141	1,243	350
Adjustments for:				
Depreciation and amortization	10, 11	463	577	669
Impairment of intangible assets				16
Employee share based compensation expenses	19	9	22	23
Liability for employee rights upon retirement, net	17	5	1	8
Finance costs, net	22	101	84	53
Gain (loss) from change in fair value of derivative financial instruments	6	(13)	(18)	6
Interest paid	22	92	89	118
Interest received	22	(4)	(1)	(5)
Deferred income taxes	23	8	63	18
Income tax paid	23	420	339	426
Capital loss from property and equipment	10	1	3	3
Changes in operating assets and liabilities:				
Decrease (increase) in accounts receivable:				
Trade	7	47	(229)	(214)
Other		17	2	(40)
Increase (decrease) in accounts payable and accruals:				
Parent group - trade	24	1	(17)	38
Trade		10	43	(40)
Other payables	12	(17)	6	27
Provisions	13		34	(8)
Deferred revenue		(5)	8	(5)
Current income tax liability	23	(6)	(22)	(9)
Decrease (increase) in inventories	9	8	(33)	57
Cash generated from operations:		2,335	2,092	2,384
				672

Supplementary information

At December 31, 2008, 2009 and 2010, trade payables include NIS 220 million, NIS 179 million and NIS 220 million, respectively, in respect of acquisition of software and property : equipment.

At December 31, 2008, 2009 and 2010 tax withholding related to dividend of approximately NIS 18 million, NIS 14 million and NIS 17 million, respectively is outstanding, see also note 19(c).

These balances are recognized in the cash flow statements upon payment.

As to dismantling and restoring sites obligation see note 13.

The accompanying notes are an integral part of the financial statements.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - GENERAL

- a. Partner Communications Company Ltd. ("the Company", "Partner") is a leading Israeli provider of telecommunications services under the orange™ brand. The address of the Company's Principal Executive Offices is 8 Amal Street, Afeq Industrial Park, Rosh-Ha'ayin 48103, Israel.

The Company's share capital consists of ordinary shares, which are traded on the Tel Aviv Stock Exchange ("TASE") under the symbol "PTNR". American Depositary Shares ("ADSs"), each representing one of the Company's ordinary shares, are quoted on the NASDAQ Global Select Market™, under the symbol "PTNR". See also note 19 (a).

The ultimate holding company is Suny Electronics Ltd, since it is the parent company of Scailex Corporation Ltd, which is the Company's parent company as of October 28, 2009 ("Scailex", "Parent group"). Prior to that date the Company's parent company was Hutchison Telecommunications International Limited ("Hutchison Telecom") through Advent Investments Pte Ltd.

- b. The Company through its subsidiaries and partnership provides telecommunications services in the following segments (see also note 5): (a) cellular communication services: airtime and content; and (b) fixed-line communication services, that include: (1) Internet services provider ("ISP") that provides access to the internet as well as home WiFi networks, value added services ("VAS") such as anti-virus and anti-spam filtering; (2) Transmission services; (3) voice over broadband ("VOB") and Primary Rate Interface ("PRI") fixed-line telephone services. The Company sells related equipment for the cellular segment and for the fixed-line segment: mainly handsets, phones, domestic routers, and related equipment.

Content services include mainly voice mail, text and multimedia messaging, as well as downloadable wireless data applications, including ring tones, music, games, and other informational content. Generally, these enhanced features and data application generate additional service revenues through monthly subscription fees of increased usage utilization of the features and applications. Other optional services, such as equipment extended warranty plans are also provided for a monthly fee and are either sold separately or included in packages rate plans.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - GENERAL (continued)

- c. The Company was incorporated on September 29, 1997, and operates under a license granted by the Israeli Ministry of Communications ("MOC") to operate a cellular telephone network. The Company commenced full commercial operations on January 1, 1999.

The license is valid through 2022. The Company is entitled to request an extension of the license for an additional period of six years and then renewal for one or more additional six year periods. Should the license not be renewed, the new license-holder is obliged to purchase the communications network and all the rights and obligations of the subscribers for a fair price, as agreed between the parties or as determined by an arbitrator.

Under the terms of the license, the Company provided a bank guarantee in NIS equivalent of USD 10 million to the State of Israel to secure the Company's adherence to the terms of the license.

The license authorizes the Company to provide mobile telephone services within the State of Israel as well as offer roaming services outside the State of Israel. In May 2000, the Company was also granted a license from the Israeli Civil Administration, to provide mobile services to the Israeli populated areas in the West Bank. The license is effective until April 7, 2013. The Company believes that it will be able to receive an extension to this license upon request.

In March 2001, the Company received a special license granted by the Ministry of Communications, allowing the Company through its own facilities to provide internet access to land-line network customers. The license was renewed in April 2008 and is valid until April 2013. The Company began supplying commercial ISP services in January 2009. The ISP equipment is also used for providing other services such as Voice Over Broadband.

In January, 2007, the Ministry of Communications granted Partner Fixed Communication Solutions Limited Partnership, which is fully owned by the Company, a license for the provision of domestic land-line telecommunications services. The license expires in 20 years but may be extended by the Ministry of Communications for successive periods of 10 years provided that the licensee has complied with the terms of the license and has acted consistently for the enhancement of telecom services. The Company deposited a bank guarantee in the amount of NIS 10 million with the Ministry of Communications upon receiving the license which shall be used to secure the Company's obligations under the License. The license was amended in 2007 to grant the Company the right to offer Voice Over Broadband ("VoB") services using the infrastructure of Bezeq The Israel Telecommunication corp. Ltd and HOT- Telecommunication Systems Ltd (leading fixed communication infrastructure services providers in Israel) to access customers and to provide them with land-line telephony service. The License was further amended in 2007 to incorporate the provision of transmission and data communications services that were previously provided for under a transmission license that was granted in July 2006.

In March 2009, the Company was also granted a domestic land-line license to provide land-line services to the Israeli populated areas in the West Bank. The license is effective until March 2019.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - GENERAL (continued)

D. Main recent regulatory developments

- (1) Reduction of interconnect tariffs to be paid to cellular operators

In September 2010 the MOC published its decision regarding interconnect tariffs, which will be as follows:

- The maximum interconnect tariff payable by a telecommunications operator to a cellular operator for the completion of a call in its cellular network will be reduced from the current tariff of NIS 0.251 per minute to NIS 0.0687 per minute effective January 1, 2011; to NIS 0.0634 per minute effective January 1, 2012; to 0.0591 per minute effective January 1, 2013; and to NIS 0.0555 per minute effective January 1, 2014.
- The maximum interconnect tariff payable by a telecommunications operator to a cellular operator for sending an SMS message to its cellular network will be reduced from the current tariff of NIS 0.0285 to NIS 0.0016 effective January 1, 2011; to NIS 0.0015 effective January 1, 2012; to NIS 0.0014 effective January 1, 2013; and to NIS 0.0013 effective January 1, 2014.

The tariffs do not include VAT and will be updated annually on January 1 of each year starting January 1, 2011 as follows: the tariffs will be linked to the CPI, using the average annual CPI for the year 2009 (as defined by the Israeli Central Bureau of Statistics) as the basic CPI. The tariffs will be adjusted in accordance with the royalty rate paid by cellular operators as set in the relevant regulations.

The direct adverse effect of the reduction on the Company's net income, without taking into consideration any mitigating steps and the possible indirect adverse affects, is expected to be material.

On November 14, 2010, the Company filed a petition with the Supreme Court of Justice claiming that the Ministry of Communications 's decision to reduce interconnect tariffs is mistaken and unlawful and a hearing was set for June 2011. The Company has petitioned the Court to rescind the Ministry's decision and regulations or alternatively to amend them in such a manner so that the interconnect tariff chargeable by the Company shall not be less than the actual cost. The Company cannot predict the ultimate outcome of the petition.

- (2) Consumer license amendments

After conducting a hearing process, in December 2010, the Ministry of Communications amended the conditions of the licenses of all the cellular telecommunication companies in Israel effective March 12, 2011 to include 16 consumer amendments that will apply to both private as well as business subscribers. The amendment includes among others, a requirement to include a summary of the main terms of the commitment agreement on the front page of the agreement, a prohibition to charge subscribers for services that they did not expressly sign up for and provision of information in the monthly bill of business subscribers regarding the commitment period and exit fees that will need to be paid if they terminate the agreement.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - GENERAL (continued)

d. Main recent regulatory developments (continued)

As part of an amendment to the Telecommunications Law, effective February 2011, subscribers with commitment agreements for no more than 100 telephone lines that terminate a commitment agreement during the commitment period, may not be charged a penalty that exceeds 8% of the subscribers' average monthly bill for operator's services, until the termination, multiplied by the balance of the remaining number of months in the commitment period. In addition, such subscribers may not be denied benefits to which they would have been entitled had they not terminated the commitment agreement. For commitment agreements signed prior to February 1, 2011, these new provisions will apply to customers with no more than 50 telephone lines. In addition, the cellular operators will be prohibited from demanding immediate full payment of the remaining installments for the handsets upon the customers' breach of the commitment period, and the subscribers will be allowed to continue to pay out the installments in accordance with the dates and amounts they would have paid had they not terminated the agreement. The Company expects that these restrictions on subscriber exit fees are expected to increase the churn rate of post-paid subscribers.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES

a. Basis of preparation of the financial statements

The consolidated financial statements of the Company as of December 31, 2010 ("the financial statements") have been prepared in accordance with International Financial Reporting Standards (IFRS), as issued by the International Accounting Standards Board (IASB).

The principle accounting policies set out below have been consistently applied to all periods presented unless otherwise stated.

The preparation of financial statements in conformity with IFRS requires the use of certain critical accounting estimates, and requires management to exercise its judgment in the process of applying the Company's accounting policies. Areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the financial statements are disclosed in note 4.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

a. Basis of preparation of the financial statements (continued)

Basis of measurement:

The financial statements have been prepared on the basis of historical cost convention except for the following assets and liabilities:

- (a) Derivative financial instruments are measured and presented at their fair values through profit or loss.
- (b) Property and equipment were revalued to the fair value on the transition date to IFRS, see note 2(f).
- (c) Liability for employee rights upon retirement, net, is valued based on the present value of the defined benefit obligation less fair value of the plan assets, see note 17.
- (d) Until December 31, 2003 the Israeli economy was considered hyperinflationary according to IFRS, therefore the value of non-monetary assets, licenses and equity items have been adjusted for changes in the general purchasing power of the Israeli currency – NIS, based upon changes in the Israeli Consumer Price Index ("CPI") until December 31, 2003.

Convenience translation into U.S. Dollars (USD or \$):

The NIS figures at December 31, 2010 and for the period then ended have been translated into dollars using the representative exchange rate of the dollar at December 31, 2010 (USD 1 = NIS 3.549). The translation was made solely for convenience, is supplementary information, and is distinguished from the financial statements. The translated dollar figures should not be construed as a representation that the Israeli currency amounts actually represent, or could be converted into, dollars.

b. Foreign currency translations

(1) Functional and presentation currency

Items included in the financial statements are measured using the currency of the primary economic environment in which the Company and its subsidiaries and partnership operate (the "functional currency"). The financial statements are measured and presented in New Israeli Shekels ("NIS"), which is the Company's and its subsidiaries' and partnership functional and presentation currency. The amounts presented at NIS millions are rounded to the nearest NIS million.

(2) Transactions and balances

Balances in, or linked to, foreign currency are stated on the basis of the exchange rates prevailing at the end of the reporting period. Foreign currency transactions included in the statements of income are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Transaction gains or losses arising from changes in the exchange rates used in the translation of such balances are carried to financial income or expenses.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

c. Principles of consolidation

Subsidiaries are all entities over which the Company has the power to govern the financial and operating policies generally accompanying a shareholding of more than half of the voting rights. Subsidiaries are fully consolidated from the date on which control is transferred to the Company.

- 1) The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries and Partnership.
- 2) Intercompany balances and transactions between the Group's entities have been eliminated.

List of wholly owned Subsidiaries and partnership:

Partner Land-Line Communications Solutions - Limited Partnership
Partner Future Communications 2000 Limited ("PFC")
Partner Business Communications Solution - Limited Partnership - not active
Partner Net Limited – not active

d. Operating Segments

Operating segments are reported in a manner consistent with the internal reporting provided to the Chief Executive Officer (regarded as Chief Operation Decision-Maker, CODM) who is responsible for allocating resources and assessing performance of the operating segments.

e. Inventories

Inventories of cellular and fixed telephones (handsets), related accessories, spare parts, ISP modems and related equipment are stated at the lower of cost or net realizable value. Cost is determined on the "first-in, first-out" basis. The Company determines its allowance for inventory obsolescence and slow moving inventory, based upon expected inventory turnover, inventory aging and current and future expectations with respect to product offerings.

f. Property and equipment

The Company adopted an exemption provided in IFRS1, on January 1, 2008, the transition date to IFRS, allowing to measure the Company's property and equipment as of the transition date to IFRS at fair value, and to use this value as its deemed cost as of that date. The deemed cost was based upon an appraisal, performed by management with the assistance of independent appraisers. The appraisal was based on considering the different elements and components of the property and equipment, and assigning them the appropriate estimation of useful life and fair value. The fair value on January 1, 2008 of property and equipment was NIS 1,690 million.

Subsequent purchases of property and equipment are stated at cost, less accumulated depreciation, and accumulated impairment losses.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

f. Property and equipment (continued)

Subsequent costs are included in the asset's carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Company and the cost of the item can be measured reliably. All other repairs and maintenance are charged to the statement of income during the financial period in which they are incurred.

Cost includes expenditures that are directly attributable to the acquisition of the asset. The cost of self-constructed assets includes the cost of materials and direct labor, any other costs directly attributable to bringing the asset to a working condition for its intended use, and the costs of dismantling and removing the items and restoring the site on which they are located. Purchased software that is integral to the functionality of the related equipment is capitalized as part of that equipment.

Changes in the obligation to dismantle and remove assets on sites and to restore the site on which they are located, other than changes deriving from the passing of time, are added or deducted from the cost of the assets in the period in which they occur. The amount deducted from the cost of the asset shall not exceed the balance of the carrying amount on the date of change, and any balance is recognized immediately in profit or loss. See (q) below.

Depreciation is calculated using the straight-line method over the estimated useful lives of the assets, as follows:

	years
Communications network:	
Physical layer and infrastructure	10 - 25 (mainly 15, 10)
Other Communication network	3 - 15 (mainly 5, 10, 15)
Computers, software and hardware for information systems	3-10 (mainly 3-5)
Office furniture and equipment	7-10
Optic fibers and related assets	7-25 (mainly 20)

On October 25, 2010 the Company signed an agreement with LM Ericsson Israel Ltd. ("Ericsson") for the upgrade of its existing networks and the deployment of a fourth generation network in Israel (the "Agreement"). The Agreement includes the upgrade, replacement and the expansion of certain parts of the Company's existing cellular and fixed line networks and the maintenance of the networks, including enhancement of the Company's abilities with respect to the cellular and fixed line ISP services it provides. The commercial operation of the fourth generation network by the Company is subject to the allocation of the relevant frequencies by the Ministry of Communications.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

f. Property and equipment (continued)

The term of the Agreement is until December 31, 2014, whereas the replacement of the Company's switches and radio equipment is scheduled to be carried out by the end of the year 2012.

The total net amount, following all discounts and settlements, some of which are conditional, that the Company will be required to pay for the capital expenditure and maintenance services is approximately USD 100 million (NIS 355 million). Payment will be made in quarterly installments throughout the term of the Agreement. The Company allocates the net amount between capital expenditures and maintenance based on their relative fair values. The amount relating to support and maintenance is approximately USD 12 million (NIS 43 million). The transaction will result in accelerated depreciation of the replaced equipment, throughout the replacement period, whereas the main impact of the accelerated depreciation will occur during the years 2011 and 2012. The Company recorded a depreciation acceleration of NIS 16 million in the fourth quarter of 2010. As of December 31, 2010, the depreciated cost of fixed assets that the Company intends to replace is approximately NIS 114 million. The expected depreciation acceleration in 2011 is expected to be approximately NIS 70 million.

The assets' useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period. Accordingly, the Company adjusted the useful lives of some assets. The effect of such adjustment on the statement of income for 2010 were immaterial. The expected effect on the statement of income for 2011 is an increase of approximately NIS 25 million, in cost of revenues.

Leasehold improvements are amortized by the straight-line method over the term of the lease (including reasonably assured option periods), or the estimated useful life (5-10 years) of the improvements, whichever is shorter.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount (see note 2(h)).

g. Licenses and other intangible assets

1) Licenses:

The licenses to operate a cellular communication services are recognized at cost, adjusted for changes in the CPI until December 31, 2003 (See note 2 a(d)), and are amortized using the straight line method over their contractual period –the period ending in 2022.

Borrowing costs which served to finance the license fee - incurred until the commencement of utilization of the license - were capitalized to cost of the license.

The license for providing fixed-line telephone services is stated at cost and is amortized by the straight-line method over the contractual period of 20 years, starting in 2007.

The amortization periods exclude any possible future extensions.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

g. Licenses and other intangible assets (continued)

2) Customer relationships:

The customer relationships were acquired in a business combination. Customer relationships with carriers are amortized over the estimated useful life which is 7 years using the straight-line method. Customer relationships with business customers are amortized over the estimated useful life which is 5 years using the straight-line method.

3) Computer software:

Acquired computer software licenses are capitalized on the basis of the costs incurred to acquire and to bring to use the specified software. These costs are amortized over their estimated useful lives (3 to 7 years) using the straight-line method.

Costs associated with maintaining computer software are recognized as an expense as incurred. Development costs that are directly attributable to the design and testing of identifiable and unique software products controlled by the Company are recognized as intangible assets when the following criteria are met: (a) it is technically feasible to complete the software product so that it will be available for use; (b) management intends to complete the software product and use it; (c) there is an ability to use the software product; (d) it can be demonstrated how the software product will generate probable future economic benefits; (e) adequate technical, financial and other resources to complete the development and to use the software product are available; and (f) the expenditure attributable to the software product during its development can be reliably measured. Costs that are directly associated with the developing softwares controlled by the Company are recognized as intangible assets, and amortized over their estimated useful lives (3 to 7 years). Direct costs include costs of software development employees.

4) Subscriber Acquisition and Retention Costs (SARC):

Costs to acquire or retain postpaid mobile telecommunication subscribers, pursuant to a contract with early termination penalties are capitalised if (1) such costs are identifiable and controlled; (2) it is probable that future economic benefits will flow from the subscribers to the Company; and (3) such costs can be measured reliably. If costs do not meet the aforementioned criteria they are recognized immediately as expenses. The cost of the subsidized handset less the subscriber's payment towards the handset, and sales commissions, are included in the subscriber acquisition and retention costs. Capitalized subscriber acquisition and retention costs are amortized over their expected useful life which is not longer than their minimum enforceable period, which is generally a period of 18 months, using the straight-line method. In the event that a subscriber churns off the network or the arrangement is canceled within the period, any unamortized subscriber acquisition or retention costs are written off in the period in which the subscriber churns. The criteria for capitalization of SARC are met for transaction occurring after January 1, 2009. See note 2(h).

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

h. Impairment of non-financial assets

Assets that are subject to depreciation and amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs to sell and value in use. For the purposes of assessing impairment, assets are grouped to at the lowest levels for which there are separately identifiable cash flows (cash-generating units). The Company recorded in 2010 impairment of intangible asset: subscriber acquisition and retention costs in an amount of NIS 16 million, see note 11.

i. Financial instruments

The Company classifies its financial instruments in the following categories: (1) at fair value through profit or loss, (2) loans and receivables, and (3) liabilities at amortized cost. The classification depends on the purpose for which the financial instruments were acquired or assumed. Management determines the classification of its financial instruments at initial recognition.

1. Financial instruments at fair value through profit or loss category:

This category includes embedded derivative financial instruments and freestanding derivative financial instruments. These derivatives do not qualify for hedge accounting. Instruments in this category are classified as current if they are expected to mature within 12 months after the end of the reporting period; otherwise they are classified as non-current. Gains or losses arising from changes in the fair value of these derivative financial instruments are presented in the income statement within "finance costs, net" in the period in which they arise.

2. Loans and receivables category:

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are included in current assets, except for arrangements longer than 12 months after the end of the reporting period, which are classified as non-current assets. Loans and receivables are recognized initially at fair value and subsequently measured at amortized costs using the effective interest method, less any impairment loss. The Company's loans and receivables comprise "trade receivables" and "other receivables" and "cash and cash equivalents" in the statement of financial position. See also note (q) (3) below regarding revenue recognition from non-current credit arrangements.

Ordinary purchases and sales of financial assets are carried at the settlement date, the date on which the asset is delivered to or by the Company.

Financial assets are derecognized when the rights to receive cash flows from the investments have expired or have been transferred and the Company has transferred substantially all risks and rewards of ownership. The Company assesses at the end of each reporting period whether there is objective evidence that a financial asset or group of financial assets is impaired. The amount of the loss is measured as the difference between the asset's carrying amount and the present value of estimated future cash flows (excluding future credit losses that have not been incurred) discounted at the financial asset's original effective interest rate. The asset's carrying amount of the asset is reduced and the amount of the loss is recognised in the consolidated income statement.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

i. Financial instruments (continued)

3. Financial liabilities and borrowings at amortized cost category:

Financial liabilities at amortized cost are non-derivative financial instruments with fixed or determinable payment. They are included in current liabilities, except for maturities greater than 12 months after the end of the reporting period, which are classified as non-current liabilities. Financial liabilities at amortized cost are recognized initially at fair value, net of transaction costs, and subsequently measured at amortized costs using the effective interest method. The Company's financial liabilities and borrowings at amortized cost category include notes payable, bank borrowings, credit facilities, and liability in respect of finance lease and accounts payables, in the statement of financial position.

j. Cash and Cash equivalents

The Company considers all highly liquid investments, which include short-term bank deposits (up to 3 months from date of deposit) that are not restricted as to withdrawal or use, to be cash equivalents.

k. Trade Receivables

Trade receivables are recognized initially at fair value. Non-current receivables are subsequently measured at amortized cost using the effective interest method, less allowance for impairment (allowance for doubtful accounts). The allowance is established when there is objective evidence that the Company will not be able to collect amounts due according to the original terms of the receivables. Significant financial difficulties of the debtor, probability that the debtor will enter bankruptcy or financial reorganization, or delinquency or default in debtor payments are considered indicators that trade receivable is impaired. The amount of the allowance is determined as a percentage of specific debts doubtful of collection, and taking into consideration the likelihood of recoverability of accounts receivable based on the age of the balances, the Company's historical write-off experience net of recoveries, changes in the credit worthiness of the Company's customers, and collection trends. The trade receivables are periodically reviewed for impairment.

The Company factors most of its non-current trade receivables resulting from sales of handsets by credit cards. The factoring is executed through a clearing company, on a non-recourse basis. The factoring of accounts receivable is recorded by the Company as a sales transaction, and derecognized under the provisions of IAS 39 *financial instruments: recognition, and measurement*. The results of the factoring transaction are charged to financial income and expenses on the settlement date.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

l. Share capital

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of new shares or options are shown in equity as a deduction, net of tax, from the proceeds.

Company's share capital acquired by the Company (treasury shares) are presented as a reduction of equity, at the consideration paid. Including any attributable incremental costs, net of tax. Treasury shares do not have a right to receive dividends or to vote.

m. Trade payables

Trade payables are obligations to pay for goods or services that have been acquired in the ordinary course of business from suppliers. Accounts payable are classified as current liabilities if payment is due within one year or less. Trade payables are recognised initially at fair value, and subsequently measured at amortized cost.

n. Employee benefits

(i) Post employment benefits:

1. Defined contribution plan

According to section 14 of the Israeli Severance Pay Law some of the Company's liability for some of the employee rights upon retirement is covered by regular contributions to various pension schemes. The schemes are generally funded through payments to insurance companies or trustee-administered funds. These plans are defined contribution plans, since the Company pays fixed contributions into a separate and independent entity. The Company has no legal or constructive obligations to pay further contribution if the fund does not hold sufficient assets to pay all employees the benefit relating to employee service in the current or prior periods. The amounts funded as above are not reflected in the statement of financial position.

Obligations for contributions to defined contribution pension plans are recognized as an expense in statement of income when they are due.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

n. Employee benefits (continued)

(i) **Post employment benefits** (continued)

2. Defined benefit plan

Labor laws and agreements, and the practice of the Company, require paying retirement benefits to employees dismissed or retiring in certain other circumstances, measured by multiplying the years of employment by the last monthly salary of the employee (i.e. one monthly salary for each year of tenure), the obligation of the Company to pay retirement benefits is treated as a defined benefit plan.

The defined benefit obligation is recognized in the statement of financial position at the present value of the defined benefit obligation at end of the reporting period less the fair values of plan assets. The defined benefit obligation is calculated annually using the projected unit credit method.

The measuring of liability and plan assets are based on calculation made by an external actuarial expert.

The present value of the defined benefit obligation is determined by discounting the estimated future cash outflows (after taking into account the expected rate of salary increases and other actuarial assumptions) using interest rates of Israeli Government bonds that are denominated in the currency in which the benefits will be paid (NIS) and that have terms to maturity approximating the terms of the related liability, since the Company's management is in the opinion that Israel does not have a deep market for high-quality corporate bonds.

Actuarial gains and losses resulting from changes in actuarial valuation and differences between past assumptions and actual results are charged or credited to equity in other comprehensive income in the period in which they arise. Interest costs in respect of the defined benefit plan obligation and the expected returns on the plan assets are charged or credited to finance costs - net.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

n. Employee benefits (continued)

(i) Post employment benefits (continued)

3. Termination benefits

Termination benefits are payable when employment is terminated by the Company before the normal retirement date, or whenever an employee accepts voluntary redundancy in exchange for these benefits. The Company recognizes termination benefits when it is demonstrably legally or constructively committed either: terminating the employment of current employees according to a detailed formal plan without possibility of withdrawal; or providing termination benefits as a result of an offer made to encourage voluntary redundancy. Benefits falling due more than 12 months after the end of the reporting period are discounted to their present value.

(ii) Employment benefits

1. Vacation and recreation benefits

The employees are legally entitled to vacation and recreation benefits, both computed on an annual basis. This entitlement is based on the term of employment. This obligation is treated as a short term benefit under IAS 19. The Company charges a liability and expense due to vacation and recreation pay, based on the benefits that have been accumulated for each employee, on undiscounted basis.

2. Profit-sharing and bonus plans

The Company recognizes a liability and an expense for bonuses based on a formula that takes into consideration individual performance and the Company's overall performance.

The Company recognizes a provision where contractually obliged or where there is a past practice that has created a constructive obligation.

o. Share based payment

The Company operates a number of equity-settled, share-based compensation plans, under which the Company receives services from employees as consideration for equity instruments of the Company. The fair value of the employee services received in exchange for the grant of the equity instruments is recognized as an expense. The total amount to be expensed is determined by reference to the fair value of the equity instruments granted, at the grant date. The total amount expensed is recognized over the vesting period, which is the period over which all the specified vesting conditions are to be satisfied. At the end of each reporting period, the Company revises its estimates of the number of equity instruments that are expected to vest based on the vesting conditions, and recognizes the impact of the revision of original estimates, if any, in the statement of income, with corresponding adjustment to accumulated deficit.

The proceeds received net of any directly attributable transactions costs are credited to share capital and capital surplus when the equity instruments are exercised.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

p. Provisions

Provisions are recognized when the Company has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will require settling the obligation, and the amount has been reliably estimated. Where there are a number of similar obligations, the likelihood that an outflow will be required in a settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any item included in the same class of obligations may be small.

Provisions include the following:

- (1) In the ordinary course of business, the Company is involved in a number of lawsuits. The costs that may result from these lawsuits are only accrued for when it is probable that a liability, resulting from past events, will be incurred and the amount of that liability can be quantified or estimated within a reasonable range. The amount of the provisions recorded is based on a case-by-case assessment of the risk level, and events arising during the course of legal proceedings that may require a reassessment of this risk, and where applicable discounted at a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the liability. The Company's assessment of risk is based both on the advice of legal counsel and on the Company's estimate of the probable settlements amount that are expected to be incurred, if any.
- (2) The Company is required to incur certain costs in respect of a liability to dismantle and remove assets and to restore sites on which the assets were located. The dismantling costs are calculated according to best estimate of future expected payments discounted at a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the liability. The increase in the provision due to the passage of time is recognized as finance costs.
- (3) Provisions for handset warranties include obligations to customers in respect of handsets sold.

See also note 13.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

q. Revenues

The Company's revenues are measured at fair value of the consideration received or receivable for the sale of goods and services in the ordinary course of business. Revenue is presented net of Value-Added-Tax, returns, rebates and discounts, and intercompany revenues. The Company recognizes revenue when the amount of revenue can be reliably measured, it is probable that future economic benefits will flow to the Company and when specific criteria have been met for each of the Company's activities as described herein.

(1) Revenues from services:

Revenues from services (see note 1(b)) are recognized when the services are rendered, and all other revenue recognition criteria are met, net of credits and service discounts.

Revenues from Pre-paid calling cards sold to customers are recognized upon customer's usage of the cards, or expiration.

In accordance with Improvements to IFRSs issued in April 2009: amendment to appendix to IAS 18 Revenue, *determining whether an entity is acting as a principal or as an agent*, the Company is acting as a principal if it has exposure to the significant risks and rewards associated with the rendering of services. Features that indicate that the Company is acting as a principal include: (a) the Company has the primary responsibility for providing the services to the customer or for fulfilling the order; (b) the Company has latitude in establishing prices, either directly or indirectly; and (c) the Company bears the customer's credit risk for the amount receivable from the customer. On the other hand, the Company is acting as an agent if it does not have exposure to the significant risks and rewards associated with the rendering of services. One feature indicating that the Company is acting as an agent is that the amount the Company earns is predetermined, being either a fixed fee per transaction or a stated percentage of the amount billed to the customer. Based on the above considerations the Company determined that it is acting as an agent in respect of certain content services provided by third parties to customers, and therefore the revenues recognized from these services are presented on a net basis in the statement of income.

(2) Revenues from sales of equipment:

Revenue from sale of equipment includes revenue from sale of handsets, routers, phones and related accessories. Revenue is recognized when the significant risks and reward of ownership have been transferred to the buyer, recovery of the consideration is probable, the associated costs and possible return of goods can be estimated reliably, there is no continuing management involvement in regards to the goods, and the amount of revenue can be measured reliably.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

q. Revenues (continued)

Some sales of handsets with accompanying services constitute a revenue arrangement with multiple deliverables. Accordingly, consideration received is allocated to each deliverable based on the relative fair value of the individual element. The revenue from sales of handsets is recognized as equipment revenues upon the delivery of the equipment to the subscriber, when all revenue recognition criteria are met.

The Company determines the fair value of the individual elements based on prices at which the deliverable is regularly sold on a stand alone basis.

The Company subsidizes, in some cases, the sale of the handset to end subscribers by selling it at a price below its cost to secure a fixed-term service contract for the purpose of acquiring new subscribers or retaining existing subscribers. The handset sale is then treated as a non-revenue-generating transaction and accordingly, no revenue is recognized from these types of handset sales. The subsidy, and direct selling expenses are capitalized as elements of subscriber acquisition and retention costs in accordance with accounting policy set out in note 2(g)(4). The subsidy represents the difference between the cost of the handset and the payment received from the subscriber for the handset.

(3) Revenues from non-current credit arrangements:

Revenues from non-current credit arrangements to customers in respect of sales of equipment are recognized on the basis of the present value of future cash flows, discounted at the prevailing rate for a similar instrument of an issuer with a similar credit rating. The difference between the original credit and its present value is recorded as other income over the credit period.

r. Leases

Leases in which a significant portion of the risks and rewards of ownership are retained by the lessor are classified as operating leases. Payments made under operating leases (net of any incentives received from lessor) are charged to income statements on a straight-line basis over the lease term, including extending options which are reasonably certain.

Leases where the Company, as a lessee, has substantially all the risks and rewards of ownership are classified as finance leases. Finance leases are capitalized at the lease's commencement at the lower of the fair value of the leased property and the present value of the minimum lease payments. The property and equipment acquired under financial leases is depreciated over the shorter of the useful live of the asset and the lease term.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

s. Advertising expenses

Advertising expenses are charged to the statement of income as incurred. Advertising expenses for the years ended December 31, 2008, 2009 and 2010 totaled NIS 103 million, NIS 116 million and NIS 140 million, respectively.

t. Tax expenses

The tax expense for the period comprises current and deferred tax. Tax is recognised in the income statement except to the extent that it relates to items recognised in other comprehensive income or directly in equity. In this case, the tax is also recognised in other comprehensive income or directly in equity, respectively.

The current income tax charge is calculated on the basis of the tax laws enacted or substantially enacted as of the end of the reporting period. The Company recognized deferred tax, using the liability method, on temporary differences arising between the carrying amounts in the consolidated financial statements of assets and liabilities and their tax bases.

Deferred income tax is determined using the tax rates that have been enacted or substantially enacted by the end of the reporting period and are expected to apply when the related deferred income tax is realized or the deferred income tax liability is settled. Deferred income tax assets are recognized to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilized. Deferred income tax assets are presented as non-current, see also note 23.

Deferred income tax is not provided on temporary differences arising on investments in subsidiaries, because the timing of the reversal of the temporary difference is controlled by the Company and it is not probable that the temporary difference will reverse in the foreseeable future.

Deferred income tax assets and liabilities are offset when there is a legally enforceable right to offset current tax assets against current tax liabilities and when the deferred income taxes assets and liabilities relate to income taxes levied by the same taxation authority on either the taxable entity or different taxable entities where there is an intention to settle the balances on a net basis.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (continued)

u. Dividend distribution

Dividend distribution to the Company's shareholders is recognised as a liability in the Company's financial statements in the period in which the dividends are approved by the Company's board of directors, excluding distributions that are pending regulatory approval. See also note 19.

v. Earning Per Share (EPS)

Basic earnings per share is calculated by dividing the profit attributable to equity holders of the Company by the weighted average number of ordinary shares in issue during the year excluding ordinary shares purchased by the Company and held as treasury shares.

Diluted earnings per share is calculated by adjusting the weighted average number of ordinary shares outstanding to assume exercise of all dilutive potential ordinary shares. The instruments that are potential dilutive ordinary shares are equity instruments granted to employees.

A calculation is done to determine the number of shares that could have been acquired at fair value (determined as the average annual market share price of the company's shares) based on the monetary value of the subscription rights attached to outstanding share options. The number of shares calculated as above is compared with the number of shares that would have been issued assuming the exercise of the share options.

NOTE 3 - RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

The following new standards, amendments to standards and interpretations are mandatory for the first time for the financial year beginning January 1, 2010:

* IFRS 3 (revised), *Business combinations*, and consequential amendments to IAS 27, *Consolidated and separate financial statements*, IAS 28, *Investments in associates*, and IAS 31, *Interests in joint ventures*, are effective prospectively to business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after 1 July 2009. The standard will be implemented when the arrangement in respect of the purchasing of 012 Smile will be consummated, as discussed in note 26.

* Amendment to IAS 7 *Statement of Cash Flows*, issued as part of the *Improvements to IFRSs* issued on April 2009. The amendment clarifies that only expenditures that result in a recognised asset in the statement of financial position are eligible for classification as investing activities. The application of the amendment had no material impact on the financial statements.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 3 - RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS (continued)

The following new standards, amendments to standards and interpretations are mandatory for the first time for the financial year beginning January 1, 2010 (continued)

* Amendment to IAS 39 *Financial Instruments: Recognition and Measurement*, issued as part of the *Improvements to IFRSs* issued on April 2009. The new guidance provides that a call, put, or prepayment option embedded in a host debt contract or host insurance contract is closely related to the host contract if the exercise price of a prepayment option reimburses the lender for an amount up to the approximate present value of lost interest for the remaining term of the host contract. According to this guidance the Company has not accounted for embedded derivatives in 2010 separately from hosting non-current bank loans. This amendment had no material effect on 2008 and 2009 financial statements. See also note 14.

* IFRIC 9, *Reassessment of embedded derivatives* and IAS 39, *Financial instruments: Recognition and measurement*, effective 1 July 2009. This amendment to IFRIC 9 requires assessing whether an embedded derivative should be separated from a host contract when the Company reclassifies a hybrid financial asset out of the 'fair value through profit or loss' category. This assessment is to be made based on circumstances that existed on the later of the date the Company first became a party to the contract and the date of any contract amendments that significantly change the cash flows of the contract. If the Company is unable to make this assessment, the hybrid instrument must remain classified as at fair value through profit or loss in its entirety. This is not currently applicable to the Company.

The following are new standards, amendments and interpretations issued but not effective for the financial year beginning January 1, 2010.

* IFRS 9, *Financial instruments*, issued in November 2009. This standard is the first step in the process to replace IAS 39, *Financial instruments: recognition and measurement*. IFRS 9 introduces new requirements for classifying and measuring financial assets and is likely to affect the Company's accounting for its financial assets. The second part was published in October 2010, the IASB added to IFRS 9 requirements related to the classification and measurement of financial liabilities. Also in October 2010, the requirements in IAS 39 related to the derecognition of financial assets and financial liabilities were carried forward unchanged to IFRS 9. The standard is not applicable until January 1, 2013 but is available for early adoption. The standard was not early adopted.

* In May 2010 the IASB issued *Improvements to IFRSs* that includes amendments to existing IFRSs, most of them are effective for annual periods beginning on or after January 2011. The standards were not early adopted.

* In October 2010, an amendment to IFRS 7 *Financial instruments: Disclosures* was published. The amendment broadens the disclosures requirement regarding financial assets that were transferred to other parties (hereinafter - the amendment to IFRS 7), and will be effective for reporting periods commencing on July 1, 2011 or beyond. An amendment to IFRS 9 *Financial instruments* (hereinafter - the amendment to IFRS 9) was also published and will be effective for reporting periods commencing on January 1, 2013 or beyond. The company chose not to early adopt the amendment to IFRS 7 and to IFRS 9.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 4 – CRITICAL ACCOUNTING ESTIMATES AND JUDGEMENTS

Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. The Company makes estimates and assumptions concerning the future. The resulting accounting estimates will, by definition, seldomly equal actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are addressed below.

a. Critical accounting estimates and assumptions

Property and equipment:

The Company has substantial investments in tangible long-lived assets, primarily the Company's communications network. The assets are depreciated on a straight line basis over their estimated economic useful lives. This estimation of economic useful lives is based on assumptions of future changes in technology or changes in the Company's intended use of these assets. The assets estimated economic useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period. The Company allocates purchase price between property and equipment and maintenance costs where they are purchased in a single transaction based on their estimated relative fair values. See also note 2(f).

The Company also estimates the assets for impairment whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its estimated recoverable amount. The estimation of recoverable amount is based on the higher of an asset's fair value less costs to sell and value in use. For the purposes of assessing impairment, assets are grouped to at the lowest levels for which there are separately identifiable cash flows (cash-generating units). See also note 2(h).

Licenses:

See note 2(g) in respect of amortization of licenses costs.

Subscriber Acquisition and Retention Costs (SARC):

Costs to acquire or retain postpaid mobile telecommunication subscribers, pursuant to a contract with early termination penalties are capitalized in accordance with the policy described in note 2 (g) (4). The costs (the subsidy and fees) associated with these sales, where the Company subsidizes the sale of the handset by selling it below its cost to secure a fixed-term profitable service contract, are considered element of cost and the sale of the handset is treated as non-revenue-generating transaction. Accordingly no revenue is recognized from these types of handset sales. The Company made an estimate of the expected useful life of the SARC, which is not longer than their minimum enforceable period, which is generally a period of 18 months. This estimate is reviewed, and adjusted if appropriate, at the end of each reporting period.

Allowance for doubtful accounts:

See note 2(k) in respect of accounting for allowance for doubtful accounts.

Tax expenses:

The Company is subject to income taxes in the Israeli jurisdiction. Judgment is required in determining the provision for income taxes. There are transactions and calculations for which the ultimate tax determination is uncertain. The Company recognizes liabilities for anticipated tax audit issues based on estimates of whether additional taxes will be due. Where the final tax outcome of these matters is different from the amounts that were initially recorded, such differences will impact the current and deferred income tax assets and liabilities in the period in which such determination is made. See also note 2(t).

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 4 – CRITICAL ACCOUNTING ESTIMATES AND JUDGEMENTS (continued)

b. Critical judgments in applying the Company's accounting policies

Provisions for legal claims:

The Company exercises judgment in measuring and recognizing provisions and the exposure pending litigation or other outstanding claims including claims for class actions. Judgment is necessary in the assessing the likelihood that a pending claim will succeed, or a liability will arise, and to quantify the possible range of final settlement. Provisions are recorded for liabilities when a loss is considered probable and can be reasonably estimated. Because of the inherent uncertainties in this evaluation process, actual losses may be different from the originally estimated provision. These judgements are subject to change as new information becomes available, primarily with the support of internal specialists, or with the support of outside consultants such as legal counsel. Revisions to the estimates of these losses may affect future operating results.

Revenue Recognition:

The Company recognizes service revenues based upon minutes and seconds used, net of credits and adjustments for service discounts. Because the Company's billing cycles use cut-off dates, which for the most part do not coincide with the Company's reporting periods, the Company is required to make estimates for service revenues earned but not yet billed at the end of each reporting period. These estimates are based primarily upon historical data and trends. Actual billing cycle results and related revenue may vary, depending on subscriber usage and rate plan mix, from the results estimated at the end of each period.

In certain cases, cellular handsets are sold to subscribers within the context of airtime packages, in order to allocate the revenues into separate units of accounting; the Company is required to estimate the fair value of each deliverable. These estimates are based upon the price of each deliverable when it is sold on a stand alone basis.

Regarding determination whether the Company is acting as a principal or as an agent see note 2(q)(1).

Sales of equipment with accompanying services:

The revenue recognition criteria are usually applied separately to each transaction. However, in certain circumstances, it is necessary to apply the recognition criteria to the separately identifiable components of a single transaction in order to reflect the substance of the transaction. When the selling price of an arrangement includes an identifiable amount for subsequent servicing, that amount is deferred and recognised as revenue over the period during which the service is performed. Conversely, the recognition criteria are applied to two or more transactions together when they are linked in such a way that the commercial effect cannot be understood without reference to the series of transactions as a whole. The Company made judgments to determine that certain sales of equipment with accompanying services constitute an arrangement with multiple deliverables, and accordingly, consideration received is allocated to each deliverable based on the relative fair value of the individual element.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 5 – SEGMENT INFORMATION

The operating segments were determined based on the reports reviewed by Chief Executive Officer (CEO) that makes strategic decisions, who is the Chief Operating Decision Maker ("CODM"). The CEO considers the business from two operating segments, as follows:

- (1) Cellular business – consists mainly of cellular services as: airtime, interconnect and content. In addition, this segment includes selling of related equipments: mainly handsets cellular phones, and related equipment
- (2) Fixed line business - consist of a number of services provided over fixed-line networks: Transmission services; Primary Rate Interface ("PRI") lines for business sector customers; Voice over Broadband ("VoB") telephony services; and Internet service provider ("ISP") services. In addition, this segment includes selling of related equipments such as routers and phones.

Each segment is divided to services and equipment relating to revenues and cost of revenues. The reportable operating segments include the following measures: revenues, cost of revenues, operating profit (loss), and Earning Before Interest expenses, Tax, Depreciation and Amortization ("EBITDA"). The CODM does not examine assets or liabilities for those segments, therefore they are not presented.

New Israeli Shekels				
Year ended December 31, 2010				
In millions				
	Cellular segment	Fixed line segment	Elimination	Consolidated
Segment revenue - Services	5,555	107		5,662
Inter-segment revenue - Services	20	57	(77)	
Segment revenue - Equipment	987	25		1,012
Total revenues	6,562	189	(77)	6,674
Segment cost of revenues – Services	3,174	133		3,307
Inter-segment cost of revenues- Services	57	20	(77)	
Segment cost of revenues - Equipment	751	35		786
Cost of revenues	3,982	188	(77)	4,093
Gross profit (loss)	2,580	1		2,581
Operating expenses	760	25		785
Other income	64			64
Operating profit (loss)	1,884	(24)		1,860
Adjustments to presentation of EBITDA –depreciation and amortization	633	36		669
- Impairment of intangible assets	16			16
- Other (1)	25			25
EBITDA	2,558	12		2,570
Reconciliation of EBITDA to profit before tax				
- Depreciation and amortization				(669)
- Impairment of intangible assets				(16)
- Finance costs, net				(181)
- other (1)				(25)
Profit before income tax				1,679

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 5 – SEGMENT INFORMATION (continued)

New Israeli Shekels				
Year ended December 31, 2009				
In millions				
	Cellular segment	Fixed line segment	Elimination	Consolidated
Segment revenue - Services	5,369	55		5,424
Inter-segment revenue - Services	11	33	(44)	
Segment revenue - Equipment	628	27		655
Total revenues	6,008	115	(44)	6,079
Segment cost of revenues – Services	3,091	115		3,206
Inter-segment cost of revenues- Services	33	11	(44)	
Segment cost of revenues - Equipment	518	46		564
Cost of revenues	3,642	172	(44)	3,770
Gross profit (loss)	2,366	(57)		2,309
Operating expenses	626	51		677
Other income	69			69
Operating profit (loss)	1,809	(108)		1,701
Adjustments to presentation of EBITDA				
– depreciation and amortization	552	25		577
– other (1)	26			26
EBITDA	2,387	(83)		2,304
Reconciliation of EBITDA to profit before tax				
- Depreciation and amortization				(577)
- Finance costs, net				(176)
- Other (1)				(26)
Profit before income tax				1,525

In order to reflect a change in the approach of Management, the allocation of revenues and cost of revenues between services and equipment within the cellular segment was changed, effective from the fourth quarter of 2010. Total profit for the cellular and fixed line segments separately remains unchanged. The figures for 2009 and 2008 in the financial statements have not been reclassified. However, had the allocation been applied to 2009 and 2008, service revenues would have been higher by NIS 22 and 12 million, respectively, and equipment revenues would have been lower by the same amount. For the cost of revenues, had the allocation been applied to 2009 and 2008, the cost of service revenues would have been lower by NIS 46 and 45 million, respectively, and the cost of equipment sales revenues would have been higher by the same amount.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 5 – SEGMENT INFORMATION (continued)

New Israeli Shekels				
Year ended December 31, 2008				
In millions				
	Cellular segment	Fixed line segment	Reconciliation for consolidation	Consolidated
Segment revenue - Services	5,521	25		5,546
Inter-segment revenue - Services	2	15	(17)	
Segment revenue - Equipment	756	-		756
Total revenues	6,279	40	(17)	6,302
Segment cost of revenues – Services	2,969	56		
Inter-segment cost of revenues- Services	15	2	(17)	3,025
Segment cost of revenues - Equipment	842	1		843
Cost of revenues	3,826	59	(17)	3,868
Gross profit (loss)	2,453	(19)		2,434
Operating expenses	656	16		672
Other income	64			64
Operating profit (loss)	1,861	(35)		1,826
Adjustments to presentation of EBITDA				
–depreciation and amortization	445	18		463
–other (1)	9			9
EBITDA	2,315	(17)		2,298
Reconciliation of EBITDA to profit before tax				
- Depreciation and amortization				(463)
- Finance costs, net				(184)
- Other (1)				(9)
Profit before tax				1,642

1 mainly employee share based compensation expenses.

EBITDA as reviewed by the CODM, represents earnings before interest (finance costs, net), taxes, depreciation and amortization, as a measure of operating profit. EBITDA is not a financial measure under IFRS and may not be comparable to other similarly titled measures for other companies.

EBITDA may not be indicative of the Company's historic operating results nor is it meant to be predictive of potential future results. See also note 14 (7).

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 6 – FINANCIAL RISK MANAGEMENT

a. Financial risk factors

The Company is exposed to a variety of financial risks: credit, liquidity and market risks as part of its normal course of business. The Company's risk management objective is to monitor risks and minimize the possible influence that results from this exposure, according to its evaluations and expectations of the parameters that affect the risks. The Company uses freestanding derivative instruments in order to partially cover its exposure to foreign currency exchange rate and CPI fluctuations. The freestanding derivative instruments are used for economic risk management that does not qualify for hedge accounting under IAS 39. The Company does not hold or issue derivative financial instruments for trading purposes.

1. Risk Management

Risk management is carried out by the treasury department under policies and/or directions resolved and approved by the board of directors.

2. Market risk

The Company enters into foreign currency freestanding derivative transactions in order to protect itself against the risk that the eventual dollar cash flows resulting from the anticipated payments, mainly in respect of trade receivables denominated in foreign currencies, will be affected by changes in foreign currencies exchange rates. In addition the Company enters into derivative transactions in order to protect itself against the change in the CPI in respect of the principal of the CPI-linked Notes payable and borrowings.

Fair value and interest rate risk

The interest rate risk is resulting from non current borrowings. The Company's notes payable and borrowings bearing fixed interest rates cause fair value risk. Since they are measured and presented in the statement of financial position at amortized cost, changes in the interest rate do not affect the financial statements nor cash flows in respect of the notes payable. The Company does not enter into interest risk hedging transactions.

Cash flow risk

The Company is exposed to fluctuations in the Israeli Consumer Price index (CPI), as non-current borrowings that are linked to the CPI. As part of its risk management policy the Company has entered into forward contracts that partially mitigate the exposure to changes in the CPI.

Furthermore, the Company's notes payable and non-current borrowings bearing variable interest rate cause cash flow risks. The Company does not enter into interest risk hedging transactions.

Foreign exchange risk

The Company's operating income and cash flows are exposed to currency risk, mainly due trade receivables denominated in foreign currencies. As part of its risk management policy the Company enters into forward exchange contracts to partially mitigate the exposure to fluctuations in foreign exchange rates (mainly USD).

Price risk

The Company is not exposed to price risk since it does not hold investments in securities.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 6 – FINANCIAL RISK MANAGEMENT (continued)

Linkage of monetary balances:

The Company's exposure to foreign currency risk and CPI was based on the following financial instruments:

	December 31, 2009			December 31, 2010		
	In or linked to foreign currencies (mainly USD)	NIS linked to CPI	NIS unlinked New Israeli Shekels	In or linked to foreign currencies (mainly USD)	NIS linked to CPI	NIS unlinked In millions
Current assets						
Cash and cash equivalents			329			321
Trade receivables			1,275			1,331
Other receivables			8		38	33
Derivative financial instruments (*)	3	11		3	3	
Non- current assets						
Trade receivables			474			632
Derivative financial instruments (*)		4				
Total assets	<u>3</u>	<u>15</u>	<u>2,086</u>	<u>3</u>	<u>41</u>	<u>2,317</u>
Current liabilities						
Current maturities of notes payable and of other liabilities and current borrowings		752			578	50
Trade payables	224		553	183		588
Other payables			238		1	263
Parent group - trade	19		15	43		29
Derivative financial instruments (*)	4			3		
Non- current liabilities						
Non-current borrowings			300		502	750
Notes payable		1,379			1,043	793
Other		2				
Total liabilities	<u>247</u>	<u>2,133</u>	<u>1,106</u>	<u>229</u>	<u>2,124</u>	<u>2,473</u>

(*) relates to freestanding forward derivative financial instruments and embedded derivative financial instruments

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 6 – FINANCIAL RISK MANAGEMENT (continued)

Sensitivity analysis

A change of the CPI as at December 31, 2008, 2009 and 2010 would have increased (decreased) equity and profit or loss by the amounts shown below. This analysis assumes that all other variables remain constant.

	<u>Change</u>	<u>Equity</u>	<u>Profit</u>
		<u>New Israeli Shekels In millions</u>	
December 31, 2008			
Increase in the CPI of	2.0%	(27)	(27)
Decrease in the CPI of	(2.0%)	27	27
December 31, 2009			
Increase in the CPI of	2.0%	(41)	(41)
Decrease in the CPI of	(2.0%)	41	41
December 31, 2010			
Increase in the CPI of	2.0%	(40)	(40)
Decrease in the CPI of	(2.0%)	40	40

A change of the USD exchange rate as at December 31, 2008, 2009 and 2010 would have increased (decreased) equity and profit by the amounts shown below. This analysis assumes that all other variables remain constant.

	<u>Change</u>	<u>Equity</u>	<u>Profit</u>
		<u>New Israeli Shekels In millions</u>	
December 31, 2008			
Increase in the USD of	5.0%	(6)	(6)
Decrease in the USD of	(5.0%)	5	5
December 31, 2009			
Increase in the USD of	5.0%	(12)	(12)
Decrease in the USD of	(5.0%)	10	10
December 31, 2010			
Increase in the USD of	5.0%	1	1
Decrease in the USD of	(5.0%)	(1)	(1)

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

Data regarding the dollar exchange rate and the Israeli CPI:

	Exchange rate of one dollar	Israeli CPI*
At December 31:		
2010	NIS 3.549	211.67 points
2009	NIS 3.775	206.19 points
2008	NIS 3.802	198.42 points
Increase (decrease) during the year:		
2010	(6%)	2.7%
2009	(0.7%)	3.9%
2008	(1.1%)	3.8%

* Based on the index for the month ending on the end of each reporting period, on the basis of 1993 average = 100 points.

Details regarding the derivative financial instruments - foreign exchange and CPI risk management:

The notional amounts of derivatives as of December 31, 2008, 2009 and 2010 are as follows:

	New Israeli Shekels		
	December 31		
	2008	2009	2010
	In millions		
Forward transactions for the changes in the Israeli CPI	800	430	80
Forward transactions for the exchange of dollars into NIS	380	113	334
Forward transactions for the Exchange of Euros into NIS	32	-	-
Embedded derivatives - for the exchange NIS into dollars	310	163	144

See also note 6(4) regarding maturity dates of the derivative financial instruments.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 6 – FINANCIAL RISK MANAGEMENT (continued)

3. Credit risk

Credit risk is the risk of financial loss to the Company if a customer or counterparty to a financial instrument fails to meet its contractual obligations, and arises principally from the Company's trade receivables, and also from cash and cash equivalents, freestanding forward contrast, and other receivables. Management has a credit policy in place and the exposure to credit risk is monitored on an ongoing basis. The Company conducts credit evaluations on receivables in certain types over a certain amount, and requires collaterals against them. Management monitors outstanding receivable balances and the financial statements include appropriate allowances for estimated irrecoverable amounts.

The carrying amount of financial assets represents the maximum credit exposure. The maximum exposure to credit risk at the end of the reporting period was:

	New Israeli Shekels	
	December 31	
	2009	2010
	In millions	
Cash and cash equivalents	329	321
Trade receivables including non-current amounts	1,749	1,963
Forward exchange contracts on CPI	15	3
Other receivables	8	12
	<u>2,101</u>	<u>2,299</u>

The cash and cash equivalents are held in leading Israeli commercial banks, rated by Standard & Poor's Maalot at between ilAA- stable to ilAA+ stable. The Forward contracts are signed with leading Israeli commercial banks, rated by Standard & Poor's Maalot at between ilAA stable to ilAA+ stable.

The trade receivables are significantly widespread, and include individuals and businesses, and therefore have no representing credit rating.

See also note 7 as to the assessment by aging of the trade receivables and related allowance for doubtful accounts.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 6 – FINANCIAL RISK MANAGEMENT (continued)

4. Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company's approach to managing liquidity is to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, without incurring unacceptable losses or risking damage to the Company's reputation. The Company's policy is to ensure that it has sufficient cash and cash equivalents, and credit facilities to meet expected operational expenses, dividends, and financial obligations.

The following are the contractual maturities of financial liabilities, including estimated interest payments:

The amounts disclosed in the table are the contractual undiscounted cash flows.

December 31, 2010	1st year	2nd year	3rd year	4 to 5 years	More than 5 years	Total
	New Israeli Shekels In millions					
Notes payable series A	600	389				989
Notes payable series B	16	16	131	250	119	532
Notes payable series C	7	7	7	14	220	255
Notes payable series D	15	15	15	29	455	529
Notes payable series E	22	22	102	191	173	510
Bank borrowings	101	99	395	166	822	1,583
Trade and Other payables	920					920
Parent group - trade	72					72
Other liabilities	3					3
Foreign currency forward contracts	3					3
	<u>1,759</u>	<u>548</u>	<u>650</u>	<u>650</u>	<u>1,789</u>	<u>5,396</u>

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 6 – FINANCIAL RISK MANAGEMENT (continued)

December 31, 2009	1st year	2nd year	3rd year	4 to 5 years	More than 5 years	Total
	New Israeli Shekels In millions					
Notes payable series A	809	778	189			1,776
Notes payable series B	16	15	15	252	236	534
Non-current bank borrowings	7	6	6	307		326
Trade and other payables	914					914
Parent group - trade	34					34
Other liabilities	2	2				4
Foreign currency forward contracts	3					3
Embedded derivatives	1					1
	<u>1,786</u>	<u>801</u>	<u>210</u>	<u>559</u>	<u>236</u>	<u>3,592</u>

Trade and other payables includes December salary and employee bonus of NIS 137 million which had been omitted in the prior year.

See notes 14 and 15 in respect of bank borrowings and notes payable.

The following table shows expected cash flows of the freestanding forward contracts that were recognized as financial liabilities.

As at December 31, 2010	1st year	2nd year	Total
	New Israeli Shekels In millions		
Foreign currency forward contracts: amounts to be received	*		*
Foreign currency forward contracts: amounts to be paid	(3)		(3)
	<u>(3)</u>		<u>(3)</u>

As at December 31, 2009	1st year	2nd year	Total
	New Israeli Shekels In millions		
Foreign currency forward contracts: amounts to be received	75		75
Foreign currency forward contracts: amounts to be paid	(78)		(78)
CPI forward contracts to be settled net	<u>(3)</u>		<u>(3)</u>

* Representing an amount less than 1 million.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 6 – FINANCIAL RISK MANAGEMENT (continued)

b. Capital risk management

See note 14(7) regarding financial covenants in respect of credit facilities.

See note 19(c) regarding dividends policy.

c. Fair values of financial instruments

Effective January 1, 2009, the Company adopted the amendment to IFRS 7 for financial instruments that are measured in the statement of financial position at fair value, this requires disclosure of fair value measurements by level of the following fair value measurement hierarchy:

- Quoted prices (unadjusted) in active markets for identical assets or liabilities (level 1).
- Inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly (that is, as prices) or indirectly (that is, derived from prices) (level 2).
- Inputs for the asset or liability that are not based on observable market data (that is, unobservable inputs) (level 3)

The financial instruments that are measured at fair value through profit or loss are derivative financial instruments.

The fair value of forward contracts and embedded derivatives are calculated by discounting estimated future cash flows based on the terms and maturity of each contract and using forward rates for a similar instrument at the measurement date (Level 2).

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 6 – FINANCIAL RISK MANAGEMENT (continued)

c. Fair values of financial instruments (continued)

As detailed in note 2(i) the financial instruments are categorized as following:

- * Fair Value Through Profit or Loss (FVTPL)
- * Loans and Receivables (L&R)
- * Amortized Cost (AC)

The fair values of financial assets and liabilities, together with the carrying amounts shown in the statement of financial position, are as follows:

Category	December 31, 2009			December 31, 2010		
	Carrying amount	Fair value	Interest rate used (**)	Carrying amount	Fair value	Interest rate used (**)
New Israeli Shekels In millions						
Assets						
Cash and cash equivalents	L&R	329	329	321	321	
Trade receivables	L&R	1,749	1,754	1,963	1,956	5.50%
Other receivables (*)	L&R	8	8	40	40	
Derivative financial instruments	FVTPL Level 2	18	18	6	6	
Liabilities						
Notes payable series A	AC	1,681	1,765	956	986	Market quote
Notes payable series B	AC	448	434	458	484	4.19% Market quote
Notes payable series C	AC			205	209	Market quote
Notes payable series D	AC			396	393	Market quote
Notes payable series E	AC			397	405	Market quote
Trade payables and other (*)	AC	777	777	771	771	
Bank borrowing bearing variable interest (*)	AC	300	300	300	300	
Bank borrowings bearing fixed interest - unlinked	AC			500	524	5.29%
Bank borrowings bearing fixed interest - linked to the CPI	AC			502	490	3.16%
Parent group – trade (*)	AC	34	34	72	72	
Finance lease obligation (*)	AC	4	4	3	3	
Derivative financial instruments	FVTPL Level 2	4	4	3	3	

(*) The fair value of these current financial instrument does not differ significantly from its carrying amount, as the impact of discounting is not significant.

(**) Weighted average of interest rate used to calculate the fair value based on discounted cash flows.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 7 – TRADE RECEIVABLES

(a) Composition:

	New Israeli Shekels	
	December 31	
	2009	2010
	In millions	
Trade (current and non-current)	2,056	2,294
Deferred interest income	(58)	(75)
Allowance for doubtful accounts	(249)	(256)
	1,749	1,963
Current	1,275	1,331
Non – current	474	632

Non-current trade receivables bear no interest. These balances are in respect of equipment sold in installments (18-36 monthly payments). The current amount is computed on the basis of the interest rate relevant at the date of the transaction (2010 – 4.75% - 5.5%) (2009 – 4% - 5.25%).

During 2009 and 2010 the Company factored most of its non-current trade receivables resulting from sales of handsets through credit cards. The factoring was executed through a clearing company, on a non-recourse basis. The factoring of accounts receivable was recorded by the Company as a sale transaction under the provisions of IAS 39. During the year ended December 31, 2009 and 2010, the Company factored NIS 124 million and NIS 145 million of trade receivables with credit cards. The resulting costs were charged to "finance expenses" in the statement of income, as incurred.

(b) Allowance for doubtful accounts:

The changes in the allowance for the years ended December 31, 2008, 2009 and 2010 are as follows:

	New Israeli Shekels		
	Year ended		
	2008	2009	2010
	In millions		
Balance at beginning of year	163	250	249
Receivables written-off during the year as uncollectible	(4)	(72)	(43)
Change during the year	91	71	50
Balance at end of year	250	249	256

Doubtful accounts expenses are recorded in the statement of income under General and Administrative expenses.

See note 6(a)(3) regarding trade receivables credit risk.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 7 – TRADE RECEIVABLES (continued)

(b) Allowance for doubtful accounts (continued)

The aging of gross trade receivables and their respective allowance for doubtful accounts as of, December 31, 2009 and 2010 is as follows:

	<u>Gross</u>	<u>Allowance</u>	<u>Gross</u>	<u>Allowance</u>
	<u>New Israeli Shekels In millions</u>			
	<u>December 31</u>			
	<u>2009</u>		<u>2010</u>	
Not past due	1,734	57	1,950	58
Past due less than one year	104	33	110	37
Past due more than one year	218	159	234	161
	<u>2,056</u>	<u>249</u>	<u>2,294</u>	<u>256</u>

Trade receivables that are not past due are rated by the Company as risk class 1, and trade receivables that are past due are rated by the Company as risk class 2.

With respect to the trade receivables that are neither impaired nor past due (2010 - NIS 273 million, 2009 - NIS 228 million), there are no indications as of the end of the reporting period that the debtors will not meet their payment obligations.

NOTE 8 – OTHER RECEIVABLES AND PREPAID EXPENSES

	<u>New Israeli Shekels</u>	
	<u>December 31</u>	
	<u>2009</u>	<u>2010</u>
	<u>In millions</u>	
Ministry of Communications	-	38
Prepaid expenses	23	21
Sundry	8	12
	<u>31</u>	<u>71</u>

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 9 – INVENTORY

a. Composition

	New Israeli Shekels	
	December 31	
	2009	2010
	In millions	
Handsets	106	62
Accessories and other	27	19
Spare parts	18	15
ISP modems and related equipment	7	5
	<u>158</u>	<u>101</u>

b. Inventories at December 31, 2010, are presented net of an allowance for decline in value in the amount of NIS 5 million (December 31, 2009 – NIS 9 million).

The cost of inventory recognized as expenses and included in cost of revenue for the years ended December 31, 2009 and 2010 amounted to NIS 662 million, and NIS 838 millions respectively.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 10 – PROPERTY AND EQUIPMENT

	Communication network	Computers(*)	Optic fibers and related assets	Office furniture and equipment	Leasehold improvements	Total
New Israeli Shekels In millions						
Cost						
Balance at January 1, 2008	1,287	93	134	11	165	1,690
Additions	382	46	108	7	15	558
Disposals	9	1	-	-	-	10
Balance at December 31, 2008	1,660	138	242	18	180	2,238
Additions	316	85	59	9	20	489
Disposals	45	1	-	-	-	46
Balance at December 31, 2009	1,931	222	301	27	200	2,681
Additions	224	99	27	4	28	382
Disposals	26	4	-	10	-	40
Balance at December 31, 2010	2,129	317	328	21	228	3,023
Accumulated Depreciation						
Balance at January 1, 2008						
Depreciation for the year	242	26	11	5	27	311
Disposals	8					8
Balance at December 31, 2008	234	26	11	5	27	303
Depreciation for the year	267	39	14	9	28	357
Disposals	42	1				43
Balance at December 31, 2009	459	64	25	14	55	617
Depreciation for the year	278	50	19	9	29	385
Disposals	23	4	-	10	-	37
Balance at December 31, 2010	714	110	44	13	84	965
Carrying amounts, net						
At December 31, 2008	1,426	112	231	13	153	1,935
At December 31, 2009	1,472	158	276	13	145	2,064
At December 31, 2010	1,415	207	284	8	144	2,058

(*) including finance leased.

Depreciation expenses are included in the statement of income in cost of revenues NIS 338 million and NIS 363 million, selling and marketing expenses NIS 7 million and NIS 10 million, and general and administrative expenses NIS 12 million and NIS 12 million for the years ended December 31, 2009 and 2010 respectively. See also note 2(f).

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 11 – LICENCES AND OTHER INTANGIBLE ASSETS

	<u>Licenses</u>	<u>Customer relationships</u>	<u>Subscriber acquisition and retention costs</u>	<u>Computer software</u>	<u>Total</u>
	New Israeli Shekels In millions				
Cost					
Balance at January 1, 2008	2,104	18		610	2,732
Additions				31	31
Disposals				2	2
Balance at December 31, 2008	2,104	18		639	2,761
Additions			199	33	232
Disposals	12		18	265	295
Balance at December 31, 2009	2,092	18	181	407	2,698
Additions			72	52	124
Disposals	7		187	45	239
Balance at December 31, 2010	2,085	18	66	414	2,583
Accumulated amortization					
Balance at January 1, 2008	932	4		415	1,351
Amortization for the year	85	3		64	152
Disposals				2	2
Balance at December 31, 2008	1,017	7		477	1,501
Amortization for the year	76	3	88	53	220
Disposals			18	265	283
Balance at December 31, 2009	1,093	10	70	265	1,438
Amortization for the year	80	3	141	60	284
Impairment recorded			16		16
Disposals			187	45	232
Balance at December 31, 2010	1,173	13	40	280	1,506
Carrying amounts, net					
At December 31, 2008	1,087	11		162	1,260
At December 31, 2009	999	8	111	142	1,260
At December 31, 2010	912	5	26	134	1,077

Amortization expenses are included in the statement of income in cost of revenues.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 12 – OTHER PAYABLES

	New Israeli Shekels	
	December 31	
	2009	2010
	In millions	
Employees and employee institutions	137	149
Liability for vacation and recreation pay	21	15
Government institutions	61	59
Interest payable	2	18
Sundry	17	23
	238	264

NOTE 13 – PROVISIONS INCLUDING DISMANTLING AND RESTORING SITES OBLIGATION

	Dismantling and restoring sites obligation	Legal claims**	Handset warranty	Total
	New Israeli Shekels In millions			
Balance as at January 1, 2010	23	33	1	57
Additions during the year	1	19	7	27
Change in dismantling costs	(2)			(2)
Reductions during the year	*	(30)	(4)	(34)
Unwind of discount	1			1
Balance as at December 31, 2010	23	22	4	49
Non-current	23		-	23
Current		22	4	26
Balance as at December 31, 2009	23	33	1	57
Non-current	23	-	-	23
Current	-	33	1	34

* Representing an amount of less than NIS 1 million

** See also note 18 (c) and (d).

Dismantling and restoring sites obligation

The abovementioned additions during the year and reductions during the year are non-cash transactions recorded against Property and equipment.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 14 – BANK BORROWINGS

- 1) The Company had a senior credit facility with leading commercial banks. In 2008, the Company's senior credit facilities consisted of a USD 75 million long-term loan facility (Facility A) and a USD 75 million revolving loan facility (Facility B). On September 1, 2008, Facility A expired, with USD 6 million borrowed and repaid under Facility A in 2009. Facility B expired on September 1, 2009. During 2009 the Company used facility B to draw short term credits.
- 2) On November 24, 2009, Facility D was received from a leading Israeli commercial bank in the amount of NIS 700 million for a maximum period of 3 years, in wholesale interest rate plus a margin of 0.85%, effective from January 1, 2010. The facility is used for short term financing. The wholesale interest rate of the bank as of December 31, 2009 and 2010 was 1.15% and 2.15% per year respectively. The Company is charged a commitment fee of 0.4% per year for undrawn amounts. As of December 31, 2010 no funds were drawn from this facility.
- 3) On October 1, 2009, Facility C was received from a leading Israeli commercial bank. in the amount of NIS 250 million for a maximum period of 5 years, in wholesale interest rate plus a margin of 0.85%. The facility was used for short term financing. The wholesale interest rate of the bank as of December 31, 2009 was 1.1% and per year. The Company was charged a commitment fee of 0.4% per year for undrawn amounts. The facility was cancelled on November 11, 2010.

On December 2, 2009, Facility E was received from a leading Israeli commercial bank in the amount of NIS 250 million for a maximum period of 3 years, in wholesale interest rate plus a margin of 0.85%, effective from January 1, 2010. The facility was used for short term financing. The wholesale interest rate of the bank as of December 31, 2009 was 1.1% per year. The Company was charged a commitment fee of 0.4% per year for undrawn amounts. The facility was cancelled on November 11, 2010.

On November 11, 2010, a new long-term loan was established with a leading Israeli commercial bank in the amount of NIS 500 million. The loan is linked (principal and interest) to increases in the Israeli CPI. The principal amount is repayable in three equal annual installments between 2016 and 2018 and bear interest at an annual rate of 2.75%. The interest is payable on a semi-annual basis. This loan has canceled bank facilities C and E. The Company may, at its discretion, at any time, prepay the loan, in whole or in part, subject to the following conditions: the amount to be prepaid shall not be less than NIS 5 million; and the Company shall reimburse the bank for any loss sustained by the bank, if any, as a result of the prepayment in an amount based on the difference between the interest rate that the Company otherwise will have to pay through the end of the loan on its original due date, and the current market interest rate on the prepayment date.

- 4) On December 28, 2009, a loan was received from a leading Israeli commercial bank in the amount of NIS 300 million for a period of 4 years, bearing variable interest at the rate of the Israeli Prime interest rate minus a margin of 0.35%. The interest is payable quarterly. The principal is payable in one payment at the end of the loan period. The Israeli Prime interest rate as of December 31, 2009 and 2010 was 2.5% and 3.5% per year respectively. The Israeli Prime interest rate is determined by the Bank of Israel and updated on a monthly basis. The Company may, at its discretion, at any time, prepay the loan, in whole or in part, provided that the Company shall reimburse the bank for losses sustained by the bank, as a result of the prepayment in an amount based on the difference between the interest rate that the Company otherwise will have to pay through the end of the loan on its original due date, and the current market interest rate on the prepayment date. The loan contract requires that at any time the loan principal will not exceed 20% of all bank credits, loans, facilities (both utilized and committed facilities) and any other indebtedness of the company to the banks.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 14 – BANK BORROWINGS (continued)

- 5) On June 8, 2010, a new long-term loan was established with a leading Israeli commercial bank in the amount of NIS 250 million for a period of 10 years, bearing fixed interest at the rate of 5.7%. The principal and interest are payable annually. The Company may, at its discretion, at any time, prepay the loan, in whole or in part, subject to the following conditions: the amount to be prepaid shall not be less than NIS 5 million; and the Company shall reimburse the bank for any loss sustained by the bank, if any, as a result of the prepayment in an amount based on the difference between the interest rate that the Company otherwise will have to pay through the end of the loan on its original due date, and the current market interest rate on the prepayment date.
- 6) On June 9, 2010, a new long-term loan was established with a leading Israeli commercial bank in the amount of NIS 250 million for a period of 10 years, bearing fixed interest at the rate of 5.7%. The principal and interest are payable annually. The Company may, at its discretion, at any time, prepay the loan, in whole or in part, provided that the Company shall reimburse the bank for any loss sustained by the bank, if any, as a result of the prepayment in an amount based on the difference between the interest rate that the Company otherwise will have to pay through the end of the loan on its original due date, and the current market interest rate on the prepayment date.
- 7) Financial covenants:

With respect to Credit Facility D, and the long term bank loans the Company undertook to comply with financial covenants, which its main provisions are two ratios:

- (1) The ratio of (a) the amount of all financial obligations of the Company including bank guarantees that the Company has undertaken ("Total Debt") to (b) Earnings Before Interest costs, Tax, Depreciation and Amortization expenses ("EBITDA") after deducting Capital Expenditures shall not exceed 6.5; and
- (2) The ratio of (a) Total Debt to (b) the EBITDA of the Company shall not exceed 4.

The covenants are measured every six months on an annualized basis of twelve months and are based on the financial results for the preceding period of twelve months.

EBITDA is defined as the sum of (a) the net income before extraordinary items, (b) the amount of tax expenses set against the net profits including, without double counting, any provisions for tax expenses, (c) and amortization and depreciation expenses, and (d) any finance costs net.

The Company was in compliance with all covenants stipulated for the years 2009 and 2010.

See note 6 regarding the Company's exposure to market risks and liquidity risk.

- 8) Negative pledge:

The Company provided a negative pledge undertaking (i.e., not to pledge any of its assets to a third party), except for a number of exceptions that were agreed upon, including pledge (other than by way of floating charge) in favor of a third party over specific assets or rights of the Company, securing obligations no greater than NIS 100 million in aggregate.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 15 - NOTES PAYABLE

Notes payable series A

On March 31, 2005, the Company completed an offering of NIS 2,000 million of unsecured notes, which were issued at their NIS par value. The notes have been registered in Israel and are traded on the Tel-Aviv Stock Exchange (TASE). Of these notes approximately NIS 36.5 million were purchased by PFC. PFC also received an additional allocation of notes having an aggregate principal amount of NIS 500 million. These notes that PFC received pursuant to this additional allocation do not confer the right to receive any payment whatsoever on account of principal or interest until they are sold by PFC to a third party.

The net proceeds from the offering were approximately NIS 1,929 million after deducting the notes purchased by PFC, commissions and offering expenses.

The principal amount of the Notes is payable in 12 equal quarterly installments, beginning June 30, 2009.

The Notes bear NIS interest at the rate of 4.25% per annum, linked to the Israeli Consumer Price Index, which is payable quarterly on the last day of each quarter, commencing June 30, 2005.

On December 31, 2010, the Notes closing price was 120.46 points par value. The fair value of the note as of December 31, 2009 and 2010 was NIS 1,765 million and NIS 986 million, respectively.

The principal payments due, linked to the CPI in effect as at each reporting date are as follows:

	New Israeli Shekels	
	December 31	
	2009	2010
	In millions	
Year ending December 31:		
2010	750	-
2011	563	575
2012	374	383
	<u>1,687</u>	<u>958</u>
Less - offering expenses	6	2
Less - current maturities	<u>750</u>	<u>575</u>
Included in non-current liabilities	<u>931</u>	<u>381</u>

With respect to the capital reduction, (see note 19(d)), on February 22, 2010, the Company announced that the District Court approved the Distribution Application submitted by the Company. On February 18, 2010 the Company announced that it has reached a final settlement between the Company and the objecting holders of Series A Notes (the "Settlement"). According to the Settlement, in the event of a reduction in the current credit rating of the Series A Notes by the credit rating company S&P Maalot, there would be an increase to the annual linked interest rate that the Series A Notes bear, in the rate of 1% in the year 2010 and in the rate of 0.5% in the year 2011, for each reduction of one rating category from the current credit rating (iIAA-). The increase would take effect from the date of publication of the credit downgrading, and remain in effect so long as the credit downgrading is valid. The increase in the interest rate would terminate upon the earlier of a credit upgrade or by the end of the relevant calendar year, whichever occurs first, provided that the increased interest rate applies for at least three months.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 15 - NOTES PAYABLE (continued)

The notes are rated ilAA- by Standard and Poor's Maalot, and Aa3 with a negative forecast by Midroog, two of Israel's rating agencies. The Company was rated ilAA-/negative by Standard and Poor's Maalot. Therefore the notes interest remained unchanged.

Notes payable series B

On November 29, 2009 the Company issued to Israeli institutional investors approximately NIS 448 million of unsecured non-convertible Series B notes through a private placement in Israel. The notes are linked (principal and interest) to changes in the Israeli consumer price index (CPI). The principal amount of Series B notes is repayable in four equal annual installments between 2013 and 2016 and bears interest at an annual rate of 3.4%. The interest is payable on a semi-annual basis.

Until May 31, 2010 the Notes were not listed for trade on the TASE and during that period the Company has undertaken to pay additional interest at an annual rate of 0.6%. As of June 01, 2010, the Notes have been listed for trading on the TASE. As a result, The Company ceased to pay additional interest at an annual rate of 0.6% and, as of this date, the annual interest rate is 3.4%.

In the event the Notes are deregistered from the TASE (except deregistration resulting from merger or debt arrangement), the following undertakings will become effective : (i) to pay additional interest at an annual rate of 0.6% until a prospectus or a shelf offering report is published for the listing for trade of the Notes on the TASE; (ii) a negative pledge (subject to certain carve-outs); and (iii) to undertake additional events of default of the Notes, as follows: (a) the rating of the Notes in Israel decreases below BBB (by Standard & Poor's Maalot or an equivalent rating by another rating agency) on a local scale; and (b) The Company fails to comply with its existing financial covenants.

The Notes have not been, and will not be, registered under the US Securities Act of 1933, as amended, and may not be offered or sold in the United States or to U.S. persons, absent registration or an applicable exemption from registration requirements.

On December 31, 2010, the Notes closing price was 107.94 points par value. The fair value of the note as of December 31, 2010 was NIS 484 million.

The Notes have been rated ilAA-, on a local scale, by Standard & Poor's Maalot.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 15 - NOTES PAYABLE (continued)

The principal payments due, linked to the CPI in effect as at each reporting date are as follows:

	New Israeli Shekels	
	December 31	
	2009	2010
	In millions	
Year ending December 31:		
2013	112.25	115
2014	112.25	115
2015	112.25	115
2016	112.25	115
	449	460
Less - offering expenses	1	2
Included in non-current liabilities	448	458

On April 25, 2010 - the Company issued Series C, D and E Notes (the "Notes") in an aggregate amount of NIS 1,000 million, which will mature during the period 2017 through 2021, and which were listed for trade on TASE, according to the following details:

Notes payable series C

Series C Notes in a principal amount of NIS 200 million, payable in 3 equal annual installments on December 30 of each of the years 2016 through 2018, bearing a fixed annual interest rate of 3.35%, payable semiannually on June 30 and on December 30 of each of the years 2010 through 2018. Series C Notes (principal and interest) are linked to the Israeli Consumer Price Index ("CPI").

On December 31, 2010, the Notes closing price was 104.56 points par value. The fair value of the note as of December 31, 2010 was NIS 209 million.

The principal payments due, at rates in effect as at December 31, 2010 are as follows:

	New Israeli Shekels
	December 31, 2010
	In millions
Year ending December 31:	
2016	68.67
2017	68.67
2018	68.67
	206
Less - offering expenses	2
Included in non-current liabilities	204

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 15 - NOTES PAYABLE (continued)

On February 24, 2011, the Company issued an additional NIS 444 million in principal amount of Series C Notes to classified institutional investors in Israel in a private placement (the "Additional Notes"). The terms of the Additional Notes are identical to the terms of the previously issued outstanding Series C Notes. The Additional Notes were issued for an aggregate consideration of approximately NIS 463 million, representing a price of NIS 1.043 per NIS 1 principal amount of the Additional Notes (reflecting approximately 1.8% discount on the market price as of February 23, 2011). The Additional Notes were therefore issued without discount on their CPI adjusted value. On February 24, 2011, Standard & Poor's Maalot assigned its iAA- rating to the Additional Notes. The Additional Notes were listed for trading on the TASE.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 15 - NOTES PAYABLE (continued)

Notes payable series D

Series D Notes in a principal amount of 400 million. The principal amount of Series D notes is repayable in five equal annual installments between 2017 and 2021 and is not linked. The principal bears variable interest that is based on the yield of 12 month government bonds ('Makam') issued by the government of Israel and updated quarterly, plus additional annual interest of 1.2%. The interest is payable quarterly. The interest rates paid (in annual terms, and including the additional interest of 1.2%) are as follows:

- From the issuance date to June 30, 2010: 3.4%.
- From July 1, 2010 to September 30, 2010: 3.288%.
- From October 1, 2010 to December 31, 2010: 3.616%.

On December 31, 2010, the Notes closing price was 98.3 points par value. The fair value of the note as of December 31, 2010 was NIS 393 million.

The principal payments due, at rates in effect as at December 31, 2010 are as follows:

	New Israeli Shekels
	December 31, 2010
Year ending December 31:	In millions
2017	80
2018	80
2019	80
2020	80
2021	80
	<u>400</u>
Less - offering expenses	4
Included in non-current liabilities	<u>396</u>

Notes payable series E

Series E Notes in a principal amount of NIS 400 million. The principal amount of Series E notes is repayable in five equal annual installments between 2013 and 2017 and is not linked. The principal bears fixed interest of 5.5% repayable semi-annual basis.

On December 31, 2010, the Notes closing price was 101.21 points par value. The fair value of the note as of December 31, 2010 was NIS 405 million.

The principal payments due, at rates in effect as at December 31, 2010 are as follows:

	New Israeli Shekels
	December 31, 2010
Year ending December 31:	In millions
2013	80
2014	80
2015	80
2016	80
2017	80
	<u>400</u>
Less - offering expenses	3
Included in non-current liabilities	<u>397</u>

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 16 – OTHER NON-CURRENT LIABILITIES

1. **Non-current deferred revenues:**

The Company entered into several agreements to sell cable capacity. The agreements grant the customer an indefeasible right of use (IRU) of capacity of optics fiber for the life of the cable. Deferred revenues from sales of cable capacity for the year ended December 31, 2009 and 2010 is NIS 4 million and NIS 8 million, respectively. Revenue is recognized based on the straight line method over the arrangements' periods.

2. **Finance lease:**

	<u>December 31</u> <u>2010</u>	<u>New Israeli Shekels</u>	
		<u>December 31</u>	
		<u>2009</u>	<u>2010</u>
	<u>Weighted</u> <u>average</u> <u>interest rates</u>	<u>Amount</u>	
		<u>In millions</u>	
Total commitment**	4.6%	4	3
Less - deferred interest expenses		*	*
		4	3
Less - current maturities		2	3
Non-current lease commitment		2	-

* Representing an amount less than NIS 1 million

** Linked to the CPI

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 17 - LIABILITY FOR EMPLOYEE RIGHTS UPON RETIREMENT

Israeli labor laws and agreements require payment of severance pay upon dismissal of an employee or upon termination of employment in certain other circumstances. See also note 2 (i).

(1) Defined contribution plan:

Some of the Company's obligation for severance pay to its employees is regulated by section 14 of the Israeli Severance Compensation Act and is covered mainly by monthly contributions to trusts and foundations, this liability is treated as a defined contribution plan. The Company had contributed NIS 1 million, NIS 5 million for the years 2009 and 2010 respectively, in accordance with section 14. The contributions in accordance with the aforementioned section 14 commenced in 2009, therefore no contributions were made in 2008.

(2) Defined benefit plan:

Most of the Company's obligation for severance pay to its employees is based upon length of service and the latest monthly salary (one monthly salary for each year worked).

This liability is treated as a defined benefit plan for which the Company has plan assets held in trusts and foundations. The liability is presented net of the plan assets in the statement of financial position under the "liability for employee rights upon retirement, net".

The amounts recognized in the statement of financial position, in respect of the liability for employee rights upon retirement, net are include the following:

	New Israeli Shekels	
	December 31	
	2009	2010
	In millions	
Present value of funded obligations	151	178
Less: fair value of plan assets	113	124
Liability in the statement of financial position, net		
– presented as non-current liability	38	54

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 17 - LIABILITY FOR EMPLOYEE RIGHTS UPON RETIREMENT (continued)

Changes during the year in the obligation recognized in the statement of financial position for post-employment defined benefit plans were as follows:

	New Israeli Shekels	
	December 31	
	2009	2010
	In millions	
Balance at January 1	134	151
Current service cost	32	41
Interest cost	9	7
Actuarial losses (gains)	(7)	8
Benefits paid	(17)	(29)
Balance at December 31	151	178

The changes during the year in the fair value of the plan assets is as follows:

	New Israeli Shekels	
	December 31	
	2009	2010
	In millions	
Balance at January 1	81	113
Expected return on plan assets	6	6
Actuarial gains (losses)	9	*
Employer contributions	27	26
Benefits paid	(10)	(21)
Balance at December 31	113	124

* Representing an amount less than 1 million.

The Company expects to contribute NIS 34 million in respect of liability for severance pay under a defined benefit plan in 2011.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 17 - LIABILITY FOR EMPLOYEE RIGHTS UPON RETIREMENT (continued)

The amounts recognized in the income statement are as follows:

	New Israeli Shekels	
	Year ended December 31	
	2009	2010
	In millions	
Current service cost	32	41
Interest cost	9	7
Expected return on plan assets	(6)	(6)
Total expenses recognized in the income statement	35	42
Charged to the statement of income as follows:		
Cost of revenues	21	25
Selling and marketing expenses	7	10
General and administrative expenses	4	6
Finance costs, net	3	1
	35	42
Actuarial losses (gains) recognized in the statement of comprehensive income, before tax	(16)	8
Actual return on plan assets	15	6

The principal actuarial assumptions used were as follows:

	December 31	
	2009	2010
	%	%
Interest rate	5.70%	5.23%
Inflation rate	2.73%	3.02%
Expected return on plan assets	5.70%	3.23%
Expected turnover rate	8% - 32%	8% - 32%
Future salary increases	4.92%	1% - 6%

The expected return on plan assets is determined by considering the expected returns available on the assets underlying the current investment policy.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 18 – COMMITMENTS AND CONTINGENCIES

a. Commitments:

(1) Royalty Commitments

The Company is committed to pay royalties to the Government of Israel on its "income from cellular services" and also income from fixed-line phone services as defined in the "Telecommunications (Royalties) Regulations, 2001" (hereafter - the Regulations), which includes all types of income of the Company from the granting of communication services under the licenses - including airtime, roaming services and non-recurring connection fees, but excluding income transferred to another holder of a communications license and deducting bad debts, payments to another communication licensee in respect of interconnection, payments for roaming services to foreign operators and expenses related to the sale of equipment.

During 2004, a reduction in the percentage of royalties was approved; accordingly, the rate of royalty payments (3.5%) paid by cellular operators is reduced annually by 0.5%, starting January 1, 2006, to a level of 1% at 2010.

In January 2011, an increase in the percentage of royalties was approved; accordingly, the rate of royalty payments will be 1.75% for the year 2011, and 2.5% for the year 2012 and thereafter.

The royalty expenses for the years ended December 31, 2009 and 2010 were approximately NIS 65 million and NIS 43 million, respectively, and are included under "cost of revenues".

- (2) Under the Telegraph Regulations the Company is committed to pay an annual fixed fee for each frequency used. The Company paid a total amount of approximately NIS 55 million, NIS 55 million, and NIS 59 million, for the years 2008, 2009 and 2010 respectively. In addition, during 2010, the company paid an amount of approximately 30 million in respect of previous years. See also note 18 (d).
- (3) At December 31, 2010, the Company is committed to acquire property and equipment for approximately NIS 326 million, including future payments in respect of the Ericsson contract, (see note 2(f)), that are cancellable provided compensation would be paid to the supplier.
- (4) At December 31, 2010, the Company is committed to acquire handsets for approximately NIS 642 million including an estimation of the following. On June 15, 2009 the Company announced that it has entered into an agreement with Apple Sales International for the purchase and resale of iPhone handsets in Israel. The term of the agreement is three years during which the Company has agreed to purchase a minimum quantity of iPhone handsets per year which quantity will represent a significant portion of the Company's expected handset purchases over that period. The total cost of the purchases will depend on the prices of the handsets at the time of purchase.
- (5) See note 14(7) regarding financial covenants and note 14 (8) regarding negative pledge.
- (6) See note 26 in respect of acquisition of 012 Smile.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 18 – COMMITMENTS AND CONTINGENCIES (continued)

b. Operating leases:

The Company has entered into operating lease agreements as follows:

- (1) In the beginning of 2010 an amendment to the lease agreements for its headquarters facility in Rosh Ha'ayin was signed. According to which the lease term is until the end of 2016, and the Company has an option to shorten the lease period to end in 2014. The rental payments are linked to the Israeli CPI.
- (2) Lease agreements for service centers and retail stores for a period of two to five years. The Company has options to extend the some lease contract periods for up to twenty years (including the original lease periods). The rental payments are linked to the dollar or to the Israeli CPI. Some of the extension options include an increase of the lease payment in a range of 2%-10%.
- (3) Lease agreements in respect of cell sites and switching stations throughout Israel are for periods of two to five years. The Company has an option to extend some of the lease contract periods for up to ten years (including the original lease periods). The rental payments fees are linked to the dollar or linked to the Israeli CPI. Some of the extension options include an increase of the lease payment in a range of 2%-10%.
- (4) As of December 31, 2010 operating lease agreements in respect of vehicles are for periods of up to three years. The rental payments are linked to the Israeli CPI.
- (5) Non-cancelable minimum operating lease rentals in respect of all the above leases are payable including option periods which are reasonably certain are as follows:

	<u>New Israeli</u> <u>Shekels</u> <u>December</u> <u>31, 2010</u> <u>In millions</u>
Less than one year	240
Between one and five years	758
More than five years	439
	<u>1,437</u>

- (6) The rental expenses for the years ended December 31, 2010 and 2009 were approximately NIS 268 million, and NIS 247 million, respectively.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 18 - COMMITMENTS AND CONTINGENCIES (continued)

c. Lawsuits and litigations:

In the ordinary course of business, the Company is involved in a number of lawsuits. The costs that may result from these lawsuits are only accrued for when it is probable that a liability, resulting from past events, will be incurred and the amount of that liability can be quantified or estimated within a reasonable range. The amount of the provisions recorded are based on a case-by-case assessment of the risk level, and events arising during the course of legal proceedings that may require a reassessment of this risk. The Company's assessment of risk is based both on the advice of legal counsel and on the Company's estimate of the probable settlement amount that is expected to be incurred, if such a settlement will be agreed by both parties.

The main litigation and claims that the company is involved in are described below:

- (1) On April 13, 2003, a claim was filed against the Company and other cellular telecommunication companies, together with a request to recognize this claim as a class action, for alleged violation of antitrust law, alleging that no fee should have been collected for incoming SMS messages or alternatively, that the fee collected is excessive and that it is a result of illegal co-operation between the defendants. The amount of the claim against all the defendants, if the claim was recognized as a class action, was estimated at approximately NIS 120 million (if the court rules that no fee should have been collected) or alternatively NIS 90 million (if the court rules that the fees are excessive). On January 19, 2011, the court decided to dismiss the claim and the request. The plaintiff has the right to appeal during 45 days. On March 2nd, 2011, the plaintiff announced of an agreement according to which the plaintiff will not submit and appeal and the court's decision will become final and conclusive.
- (2) On August 8, 2006, a claim was filed against the Company and other cellular telecommunication companies together with a request to recognize this claim as a class action for collecting undue payment from its customers on calls to land line companies when the receiver of the call hangs up first. The amount of the claims against all the defendants, if the claim was recognized as a class action, was estimated at approximately NIS 100 million for the seven year period leading up to the filing of the claim.

On October 31, 2010, the court decided to dismiss the claim and the request. On December 8, 2010 the plaintiffs submitted an appeal to the Supreme Court in Jerusalem.
- (3) On November 11, 2006, a claim and a motion to certify the claim as a class action were filed against the Company in the Tel-Aviv District Court. The claim alleges that the Company unlawfully charged subscribers for incoming short messages (SMS(for a dating service ("Pupik service"), while they did not agree to get nor to pay 5 NIS for each short message. The plaintiffs demanded the sum they paid for the service and in addition they demanded a compensation of 1000 NIS for each group member for mental anguish.

The Total amount claimed from the Company is estimated by the plaintiff to be approximately NIS 28 million.

The same claim was filed against another cellular operator and was joined with the claim against the company.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 18 – COMMITMENTS AND CONTINGENCIES (continued)

The company got a letter of indemnity from two link companies that were involved in providing the service to the subscribers: According the letter of indemnity by Teleclal (the first of two link companies), it will indemnify the company for every Expenditure or Compensation that will be ruled in court decision, or in a settlement agreement. Teleclal's obligation was subject to company's Participation in paying half of the total amount that will be ruled in the claim. According the letter of indemnity by Cellact (the second of two link companies), it will indemnify the company for every Expenditure or Compensation that will be ruled in court decision, or in a settlement agreement, regarding the period in which these messages were transferred through Cellcat.

On March 16, 2009, the claim (against the Company and against another cellular company) was recognized as a class action.

On August 11, 2009, the parties filed a motion to certify a settlement agreement in the claim, according to which the link companies that were involved in providing the service will return the subscribers the amount they paid for the messages with linkage. Within the settlement the link companies agreed to join as defendants to the claim. According the settlement the company will guarantee the returning to its subscribers. The estimation of the amount return to the company's subscribers, according the settlement, is 2,075,000 NIS including VAT (and not including linkage). The agreed recommendation of attorney fees is 14% from the total amount that will be paid to the subscribers and 4.5% to the plaintiffs. According the agreement the link companies will pay these fees. Subject to court's approval of the agreement, the plaintiffs waive their claims against the company.

The Company has filed a motion to the Supreme Court, for extension of time to file a motion to appeal the certification decision. The Supreme Court has granted the motion, subject to an update of the proceedings regarding the settlement in the claim.

On September 16, 2009, there was a hearing in the motion to certify the agreement. The court had noted that the final sum of return will be determined by an outside expert, and only after his final report the court will give its decision in the motion to certify the settlement agreement.

On November 5, 2010, the parties filed an amended motion to certify the settlement agreement, complying with notes of the court.

On June 6, 2010, the expert filed his report, according to which the total amount of collections for Pupik services from the company's subscribers is NIS 2,985,596 including VAT and linkage. On October 3, 2010, the Expert filed another report according to which the amount of credit that the company gave to its subscribers for Pupik services is 100,013 NIS. This amount should be offset from the amount of collections.

On July 6 2010, the attorney general filed his objection to the settlement agreement.

On a hearing that was held on October 11, 2010, the court noted, outside of the protocol, that the objection of the attorney general is not justified.

The court informed a decision in the motion to certify the settlement agreement will be given in writing. The Company included an adequate provision for this settlement in the financial statements.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 18 – COMMITMENTS AND CONTINGENCIES (continued)

- (4) On August 9, 2007, a claim was filed against the Company, together with a request to recognize this claim as a class action. The claim is that the Company discontinues providing services to prepaid subscribers that have not used their number for a period of thirteen months and transferred the number to other subscribers. The claimants allege that this violates the terms of the Company's license as well as the requirements against deception and the disclosure requirements in the Consumer Protection Law.

If the claim was recognized as a class action, the total amount claimed from the Company was estimated by the plaintiffs to be approximately NIS 161.7 million. On January 31, 2011 the claim was dismissed.

- (5) On December 16, 2007 a claim and a motion to certify the claim as a class action was filed against the Company and two other cellular communications companies.

The plaintiffs allege that cell sites were illegally erected near their properties, causing environmental damage. They seek various remedies, including removal of all alleged illegal devices, and if the claim is recognized as a class action a sum of NIS 1 billion (1,000 NIS per person times 1 million people allegedly effected) that would be given to a fund managed by environment and cellular specialists. The claim is still in the preliminary stage of the motion to certify it as a class action.

- (6) On June 26, 2008, a claim and a motion to certify the claim as a class action were filed against the Company. The claim is that the Company is charging consumers for providing special numbers, allegedly in breach of the Company's license. If the claim is recognized as a class action, the total amount claimed from the defendants, is estimated by the plaintiffs to be approximately NIS 90 million. During a preliminary hearing that took place on June 22, 2009, the court asked the plaintiff to consider the continuation of his legal procedure.

On January 7, 2010, the claim was dismissed. On February 10, 2010, the plaintiff submitted an appeal to the Supreme Court in Jerusalem.

- (7) On January 19, 2009, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that the Company misled its customers who purchased a particular model of handset by not highlighting the fact that there were faults with certain functions of that model and not offering replacement models free of additional obligation. If the claim was recognized as a class action, the total amount claimed from the Company was estimated by the plaintiffs to be approximately NIS 70 million.

On November 2, 2010, the court decided to approve a settlement between the parties in which the Company agreed to replace the handset to certain customers. The Company included an adequate provision for this settlement in the financial statements.

- (8) On April 22, 2009, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that the Company charges certain subscribers for certain calls not according to their rate plan. If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiffs to be approximately NIS 187 million. The claim is still in the preliminary stage of the motion to certify it as a class action.

- (9) On August 17, 2009, a claim and a motion to certify the claim as a class action were filed against the Company, another cellular operator and two content providers and integrators. The claim alleges that the Company charged subscribers for certain content services, without their consent. If the claim was recognized as a class action, the total amount claimed from the Company would be estimated by the plaintiff to be approximately NIS 228 million.

On June 20, 2010 the claim was dismissed.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 18 – COMMITMENTS AND CONTINGENCIES (continued)

- (10) On March 15, 2010, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that the Company charges its subscribers for certain content services without their consent. If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiffs to be approximately NIS 175 million. The claim is still in the preliminary stage of the motion to certify it as a class action.
- (11) On April 12, 2010, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that the Company charges its subscribers for certain content services without their consent. If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiffs to be approximately NIS 343 million. The claim is still in the preliminary stage of the motion to certify it as a class action.
- (12) On May 23, 2010, a claim and a motion to certify the claim as a class action were filed against the Company and the other cellular operators. The claim alleges that the Company, as well as the other defendants, is breaching its contractual and/or legal obligation to erect cellular sites in the appropriate scope, quantity and coverage in order to provide cellular services in the required and appropriate quality. The plaintiffs claimed that this omission also causes, inter alia, monetary damages caused to consumers as a result of lack of sufficient coverage, including call disconnections, insufficient voice quality etc., as well as a significant increase in the non-ionized radiation that the public is exposed to mainly from the cellular telephone handset.

In addition, it is claimed that the Company and the other defendants are breaching their contractual and/or legal obligation to ensure and/or check and/or repair and/or notify the consumer, that after repair and/or upgrade and/or exchange of cellular handsets, the handsets may emit radiation in levels that exceed the levels of radiation as set forth by the manufacturer in the handset data and even exceeds the maximum permitted levels set forth by law. In addition, it was claimed that the Company and the other defendants do not fulfill their obligation to caution and warn the consumers of the risks involved in holding the handset and the proximity of the handset to the body while carrying it and during a phone call. In addition, it was claimed that if the handsets marketed by the Company and the other defendants emit non-ionizing radiation above the permitted level, at any distance from the body, then the marketing and sale of such handsets is prohibited in Israel. If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiffs to be approximately NIS 3.677 billion.

The claim is still in the preliminary stage of the motion to certify it as a class action.

- (13) On July 14, 2010, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that the Company is breaching its contractual and/or legal obligation and/or is acting negligently by charging V.A.T for roaming services that are consumed abroad (inter alia incoming calls, Call back calls, outgoing short text messages). If the claim is recognized as a class action, the plaintiff demands to return the total amount of V.A.T that was charged by the Company for roaming services that were consumed abroad (total amount is not specified, nor estimation of that amount). The plaintiff also pursues an injunction that will order the Company to stop charging V.A.T for roaming services that are consumed abroad. On December 5, 2010 the court decided that the State of Israel shall be added as a defendant in the claim and as a respondent in the motion to certify the claim as a class action. The claim is still in the preliminary stage of the motion to certify it as a class action.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 18 – COMMITMENTS AND CONTINGENCIES (continued)

- (14) On July 14, 2010, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that during the period between September 3, 2007 to December 31, 2008 the Company charged some of its subscribers for a time unit which is longer than 12 seconds while this charge was inconsistent with the Company's license. If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiffs to be more than the minimum amount for the authority of the District Court in Israel, which is NIS 2.5 million. The claim is still in its preliminary stage of the motion to be certified as a class action.
- (15) On July 28, 2010, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that the Company overcharged its subscribers who were registered to a certain voice discount package, as a result of miscalculating the discount. If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiffs to be approximately NIS 106 million. The claim is still in its preliminary stage of the motion to be certified as a class action.
- (16) On September 5, 2010, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that the Company illegally charges its customers for cellular data usage abroad and that the bills and call details presented to the customers do not meet the regulatory requirements. If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiffs to reach hundreds of millions of NIS. The claim is still in its preliminary stage of the motion to be certified as a class action.
- (17) On September 7, 2010, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that the Company unlawfully charges its customers for services of various content providers, which are sent through text messages (sms). If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiffs to be approximately NIS 405 million. The claim is still in its preliminary stage of the motion to be certified as a class action.
- (18) On September 14, 2010, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that the Company has not complied with legal obligations that apply to handset repairs during the manufacturer's warranty period. If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiff to be approximately NIS 100 million. The claim is still in its preliminary stage of the motion to be certified as a class action.
- (19) On September 21, 2010, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that the Company did not comply with the requirements of the Israeli Consumer Protection Law regarding continuous transactions. If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiff to be approximately NIS 98 million. The claim is still in its preliminary stage of the motion to be certified as a class action.
- (20) On November 8, 2010, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that Partner did not grant its subscribers certain benefits that they were entitled to according to Partner's license. If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiff to be approximately NIS 80 million. The claim is still in its preliminary stage of the motion to be certified as a class action.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 18 – COMMITMENTS AND CONTINGENCIES (continued)

- (21) On November 30, 2010, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that Partner does not comply with the requirements set by Law and in the Company's license regarding the subscriber's right to review the subscriber agreement and to receive a copy of it. The claim further alleges that the subscriber agreement includes unduly disadvantageous conditions in a standard contract and therefore the court has the right to declare them void. . If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiff to be approximately NIS 150 million. The claim is still in its preliminary stage of the motion to be certified as a class action.
- (22) On February 1, 2011, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that Partner did not comply with the requirements set by the Israeli Communications Law (telecommunications and broadcast) (amendment 40), 2008, regarding transmission of advertisements through telecommunication means (also known as "the spam law"). If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiffs to be approximately NIS 560 million. The claim is still in its preliminary stage of the motion to be certified as a class action.
- (23) On February 20, 2011, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that Partner subscriber agreement includes unduly disadvantageous conditions in a standard contract and therefore the court has the right to declare them void and/or to change them. The claim further alleges that Partner did not comply with the requirements set by Law with respect to the subscriber's right to review the subscriber agreement in advance and to receive a copy of it and with respect to the subscriber's signature on the agreement by an electronic pad. If the claim is recognized as a class action, the total amount claimed is estimated by the plaintiff to be approximately NIS 600 million. The claim is still in its preliminary stage of the motion to be certified as a class action.
- (24) On March 2, 2011, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that Partner The claim alleges that Partner overcharges its pre-paid subscribers for interconnect fees for calls to other operators' networks.. If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiffs to be approximately NIS 200 million. The claim is still in its preliminary stage of the motion to be certified as a class action.
- (25) On March 2, 2011, a claim and a motion to certify the claim as a class action were filed against the Company. The claim alleges that Partner increased tariffs for its business subscribers not in accordance with their agreements. If the claim is recognized as a class action, the total amount claimed from the Company is estimated by the plaintiffs to be approximately NIS 140 million. The claim is still in its preliminary stage of the motion to be certified as a class action.
- (26) Additional 18 claims were filed against the Company, together with a request to recognize these claims as class actions. The total amount of these claims against the Company, if the claims are recognized as a class action, is estimated at approximately NIS 479 million.
- (27) In addition to all the above mentioned claims the Company is a party to various claims arising in the ordinary course of its operations.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 18 – COMMITMENTS AND CONTINGENCIES (continued)

d. Contingencies in respect of regulatory demands and building and planning procedures

- (1) On May 20, 2008, the Ministry of Communications (MOC) informed the Company that following an audit of the MOC by the State Comptroller they are reconsidering the Company's continued use of one of the frequency bands which the Company is using on a shared basis with another operator and claiming payment for its past use (which according to the MOC's claim is approximately NIS 42.5 million).

On February 2010 an agreement with the MOC was reached, according to which the allocation of the frequency bands was completed, and the sum that the Company is required to pay for the use of the frequency band was agreed. Accordingly, the Company recognized a provision of NIS 31 million as of December 31, 2009 in respect of the above issue. The Company paid the agreed amount during February and March 2010, see also note 18 a (1).

- (2) Under the Telegraph Regulations the Company is committed to pay an annual fixed fee for each frequency used. Under the above Regulations should the Company choose to return a frequency, such payment is no longer due. See note 18 a (1). Cost of revenue was reduced by approximately NIS 50 million in Q4 2010 following a Supreme Court decision in December 2010 to fully accept the Company's petition against the Ministry of Communications regarding the amount of frequency fees that the Company should have paid for frequencies allocated to the Company. And other income was increased by NIS 10 million, representing interest. In addition an amount of approximately NIS 10 million was recorded in other income in the financial statement.

- (3) Section 197 of the Building and Planning Law states that a property owner has the right to be compensated by a local planning committee for reductions in property value as a result of a new building plan.

In January 2006, the Non-ionizing Radiation Law was published, amending the Planning and Building Law so that local Planning and Building committees must require indemnification letters against reduction in property value from the cellular operators requesting building permits.

Accordingly, on January 3, 2006, the National Council for Planning and Building published an interim decision conditioning the issuance of building permits for cell site permits by local planning and building councils upon provision of a 100% indemnification undertaking by the cellular operators. This decision shall remain in effect until it is replaced with an amendment to the National Zoning Plan 36. Between January 3, 2006 and December 31, 2010 the Company provided the local authorities with 398 indemnification letters as a pre-condition for obtaining building permits.

In case the Company shall be required to make substantial payments under the indemnity letters, it could have an adverse effect on the Company's financial results.

According to the company's management estimation and based on its legal counsel, a provision in the financial statement was not included.

The Company assumes that the requirement to provide indemnification letters might require it to change locations of sites to different, less suitable locations and to dismantle some of its sites. These changes in the deployment of the sites might have an adverse effect on the extent, quality and capacity of the network coverage.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 19 – EQUITY AND SHARE BASED PAYMENTS

a. Share capital:

The Company's share capital consists of ordinary shares, which are traded on the Tel Aviv Stock Exchange under the symbol "PTNR", and are quoted on the NASDAQ Global Select Market™, in the form of American Depositary Shares ("ADSs"), each representing one of the Company's ordinary shares, under the symbol "PTNR", according to the dual listing regulations. The ADSs are evidenced by American Depositary Receipts ("ADRs") originally issued by JPMorgan Chase, as depository under the Deposit Agreement, dated as of November 1, 1999, among the Company, JPMorgan Chase and registered holders from time to time of ADRs. ADSs were first issued in October 1999. Since March 2006, the Bank of New York has served as the Company's depository for ADSs.

Under the provisions of the Company's licenses (note 1(c)), restrictions are placed on transfer of the Company's shares and placing liens thereon. The restrictions include the requirement that the advance written consent of the Minister of Communications be received prior to transfer of 10% or more of the Company's shares to a third party.

On February 6, 2008, the Company's Board of Directors approved a share buyback plan of up to NIS 600 million in 2008. Through December 31, 2008 the Company purchased its own 4,467,990 shares at the cost of NIS 351 million ("treasury shares"). The Board of Directors subsequently suspended the share buy-back plan. In accordance with the Israeli Companies Law, the treasury shares are considered dormant shares as long as they are held by the Company, and as such they do not bear any rights until they are transferred to a third party.

The holders of ordinary shares are entitled to receive dividends as declared. See also note 19(c) in respect of dividends.

b. Share based compensation to employees – share options:

- (1) a. In October 2000, the Company's Board of Directors approved an employee share option plan (hereafter - the "2000 Plan"), pursuant to which 4,472,222 ordinary shares were reserved for issuance upon the exercise of 4,472,222 options to be granted to employees without consideration. The options vest in four equal annual batches over a period of four years from the grant date, provided that the employee continues in the employ of Company. The option holder may exercise all or part of his options at any time after the vesting date but no later than the date of expiration of the exercise period, which is determined by the Employee Stock Option Committee and will not exceed ten years from the grant date.

During November 2003, 419,930 options under this plan were transferred to the 2003 amendment Plan (see b below).

Through December 31, 2010 - 5,317,555 options were granted pursuant to the 2000 Plan, of which 3,802,472 options have been exercised, 1,395,333 options were forfeited and 111,000 expired, and 8,750 outstanding (options forfeited and expired were available for subsequent grants).

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 19 - EQUITY AND SHARE BASED PAYMENTS (continued)

- (1) b. On November 13, 2003, the Company's Board of Directors approved an amendment to the terms and provision of the 2000 Plan, in order to adjust the terms of the 2000 Plan to comply with new tax legislation that came into force in January 2003. On December 2003, the Company offered the employees, who received options under the 2000 plan, to exchange their unvested options, with the same amount of identical options, under the amended plan and to benefit from the capital gain's tax route pursuant to Section 102(b)(2) of the Israeli Income Tax Ordinance. Employees who held options to purchase 962,104 ordinary shares accepted this offer.

On December 30, 2003, the Company's Board of Directors approved the grant of 195,000 options (out of the 419,930 options that were transferred from the 2000 Plan) under the 2003 amended Plan with an exercise price of NIS 20.45 - which was less than the market price on the date of grant. Through December 31, 2007 all 195,000 options that were granted have been exercised.

On March 26, 2008, the Board of Directors of the Company approved the termination of the 2000 Plan and 2003 Amended Plan. Since then, no further share options were granted under these plans, and all outstanding share options thereunder will remain valid and bear all terms and conditions of the relevant option plans.

- (1) c. In July 2004, the Company's Board of Directors approved a share option plan (hereafter - the "2004 Plan"), pursuant to which 5,775,000 ordinary shares were reserved for issuance upon the exercise of 5,775,000 options to be granted to employees, directors and officers of the Company without consideration. The option holder may exercise all or part of his options at any time after the vesting date but no later than the expiration date of the exercise period, which is determined by the Compensation Committee and will not exceed ten years from the grant date.

For grants made after December 31, 2008 the NIS denominated exercise price per share of the options, is equal to the average market price of the Company's shares for the 30 trading days preceding the day on which the options are granted.

On March 26, 2008, the 2004 Share Option Plan was amended by the Board of Directors to include the following material amendments for new grants: to increase the total number of the Company's shares reserved for issuance upon exercise of all options granted under the 2004 Share Option Plan by 8,142,000 shares; to introduce the acceleration of option vesting and exercisability in the event of a change of control or voluntary winding up; and to allow, upon compliance with certain conditions, the "cashless" exercise of vested options, according to which, upon exercise by the option holder of a given number of options, but without payment of the exercise price, the option holder would receive from the Company only the number of shares whose aggregate market value equals the economic gain which the option holder would have realized by selling all the shares purchased at their market price, net of the option exercise price.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 19 - EQUITY AND SHARE BASED PAYMENTS (continued)

- (1) d. On February 23, 2009, the 2004 Share Option Plan, was further amended by the Board of Directors (the "Plan Amendments") to include the following two material amendments: (i) with respect to options granted on or after February 23, 2009, the date of approval of the Plan Amendments by the Board of Directors (the "Board Approval"), a dividend-adjustment mechanism, reducing the exercise price of such options following each dividend distribution in the ordinary course of business in an amount in excess of 40% (forty percent) or of another percent resolved by the Board of Directors, of the Company's net income for the relevant period ("the Excess Dividend") by an amount equal to the gross amount of the Excess Dividend per Ordinary Share. (ii) with respect to all options granted under the 2004 Share Option Plan, a dividend adjustment mechanism reducing the exercise price of such options following each dividend distribution other than in the ordinary course, by an amount which the Board of Directors considers as reflecting the impact that such distribution will have or will likely to have on the trading price of the Ordinary Shares, and provisions authorizing the Board of Directors to allow option holders to exercise their vested options during a fixed period, through a cashless exercise procedure, pursuant to which each vested option will entitle its holder to the right to purchase Ordinary Shares (subject to the adjustments). The Plan Amendments were approved by the Company's shareholders. The amendment of the 2004 plan on February 2009 did not have an effect on the Company's financial results regarding the grants made before that date.

On December 27, 2009, following the resolution regarding the capital reduction in the amount of NIS 1.4 billion, the Board of Directors approved a reduction to the exercise price in an amount equivalent to 50% of the amount of capital reduction per share. The exercise price was reduced on the record date on March 7, 2010. See also note (d) below.

On February 9, 2010 the Company's Board of Directors approved the cashless exercise procedure according to which, option holders who were granted options on or after February 23, 2009 would be allowed to exercise their options only through a cashless exercise procedure and those who were granted options before February 23, 2009 would be able to choose between the cashless exercise procedure and the regular option exercise procedure

In March 2010 the Board of Directors approved the grant of 1,100,000 share options to certain senior officers of the Company; In July 2010 those options were amended by the Board of Directors to those senior officers under the same terms and conditions except for the exercise price. The fair value difference before and after the amendment is approximately NIS 3 million that will be recognized as additional compensation.

In July 2010 the Board of Directors approved the grant of 1,134,700 share options, of which 1,123,500 were granted to senior officers and managers.

In October 2010 the Board of Directors approved the grant of 800,000 share options to a senior officer of the Company.

In December 2010 the Board of Directors approved the grant of 287,000 share options to a senior officer and managers of the Company.

In February 2011 the Board of Directors approved the grant of 126,250 share options to a senior officer of the Company.

Through December 31, 2010 – 14,623,000 options have been granted to Company's employees pursuant to the 2004 Plan, of which 5,240,331 options have been exercised, 2,560,519 options were forfeited and 4,625 options expired (options forfeited and expired are available for subsequent grants), and 6,817,525 outstanding.

As of December 31, 2010 - 1,859,144 of the 2004 Plan remain ungranted. The ordinary shares derived from the exercise of the options confer the same rights as the other ordinary shares of the Company.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 19 - EQUITY AND SHARE BASED PAYMENTS (continued)

- (1) e. The option plans described above are subject to the terms stipulated by Section 102 of the Israeli Income Tax Ordinance. Inter alia, these terms provide that the Company will be allowed to claim, as an expense for tax purposes the amounts credited to the employees as a benefit in respect of shares or options granted under the plans, as follows:

From January 1, 2004, the amount that the Company is allowed to claim as an expense for tax purposes, is the amount of the benefit taxable as work income in the hands of the employee, while that part of the benefit that is taxable as capital gains in the hands of the employee shall not be allowable. The aforementioned expense for tax purposes will be recognized in the tax year that the employee is taxed, except as described below.

In December 2002, the Company signed an agreement with the tax authorities concerning the tax liabilities of its employees regarding the benefit arising from the options granted to them and were exercised by December 31, 2002; and/or (2) options that vest by December 31, 2003 and were exercised by March 31, 2004. According to the agreement, the individual tax rate on the taxable income received by the employees in connection with the benefit arising from the options will be reduced; in return, the Company will defer the deduction of such an expense, for a period of 4 years from the date it commences paying income taxes. The Company claimed these expenses during 2009 for tax purposes.

- (1) f. The expenses recognized in respect of the fair value of the options granted in the years ended December 31, 2008, 2009 and 2010 are NIS 9 million, NIS 22 million, and NIS 23 million respectively.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 19 - EQUITY AND SHARE BASED PAYMENTS (continued)

	Year ended December 31					
	2008		2009		2010	
	Number	Weighted average exercise price NIS	Number	Weighted average exercise price NIS	Number	Weighted average exercise price NIS
Balance outstanding at beginning of year	2,863,818	36.06	2,231,187	39.21	5,315,945	56.47
Changes during the year:						
Granted	76,000	66.05	4,185,500	*60.42	3,310,500	**62.40
Exercised ***	(566,614)	29.38	(1,020,742)	37.28	(1,529,795)	44.82
Forfeited	(142,014)	29.62	(71,250)	29.1	(270,375)	58.48
Expired	(3)	1.72	(8,750)	27.35		
Balance outstanding at end of year	2,231,187	39.21	5,315,945	*56.47	6,826,275	**55.88
Balance exercisable at end of year	1,031,312	33.64	928,945	*45.25	2,243,022	**47.91

(2) Following is a summary of the status of the plans as of December 31, 2008, 2009 and 2010 and the changes therein during the years ended on those dates:

* After taking into account the dividend benefit.

** After taking into account the dividend benefit and the exercise price amendment on July 2010, see (1)(d) above.

*** The number of shares issued as a result of options exercised during 2010 is 809,040 due to the Cashless mechanism.

The weighted average fair value of options granted using the Black & Scholes option-pricing model during 2008, 2009 and 2010 (After taking into account the exercise price amendment on July 2010, see (1)(d) above): is NIS 14.46, NIS 8.94 and NIS 9.68 per option, respectively. The fair value of each option granted is estimated on the date of grant based on the following weighted average assumptions: weighted average dividend yield of 2008 6.21% 2009 4.42% and 2010 5.08%; expected volatility (standard deviation) of 24%, 27% and 29%, respectively; risk-free interest rate: 2008 – 4.3%, 2009 - 2.9%, 2010 – 2.9%; weighted average expected life: 2008 - 3 years, 2009-4 years, 2010 - 3 years. The expected volatility is based on a historical volatility, by statistical analysis of the daily share price for periods corresponding the option's expected life. The expected life is expected length of time until expected date of exercising the options, based on historical data on employees' exercise behavior and anticipated future condition.

The number of options outstanding as of December 31, 2010 is 6,826,275; of which 2,243,022 are exercisable, and options in the amounts of 1,771,292, 1,660,543, 876,418, and 275,000, are expected to become exercisable in 2011, 2012, 2013, and 2014 respectively.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 19 - EQUITY AND SHARE BASED PAYMENTS (continued)

Share options outstanding as of December 31, 2010 have the following expiry date and exercise prices:

Expire in	Number of options	Weighted average exercise price in NIS**
2011	8,750	21.72
2014	403,316	49.95
2015	283,542	61.90
2016	299,167	60.39
2017	133,250	55.07
2018	12,500	61.53
2019	3,317,750	51.44
2020	2,368,000	61.95
	<u>6,826,275</u>	<u>55.88</u>

Share options outstanding as of December 31, 2009 have the following expiry date and exercise prices:

Expire in	Number of options	Weighted average exercise price in NIS*
2010	17,750	17.49
2011	18,750	21.72
2014	294,600	26.74
2015	29,325	30.73
2016	170,500	33.12
2017	635,250	53.08
2018	68,770	66.05
2019	4,081,000	60.47
	<u>5,315,945</u>	<u>56.47</u>

Share options outstanding as of December 31, 2008 have the following expiry date and exercise prices:

Expire in	Number of options	Weighted average exercise price in NIS
2009	115,300	27.29
2010	20,250	17.46
2011	21,250	21.72
2014	636,779	26.74
2015	191,901	33.13
2016	353,707	33.14
2017	816,000	53.19
2018	76,000	66.05
	<u>2,231,187</u>	<u>39.21</u>

* After taking into account the dividend benefit.

** After taking into account the dividend benefit and the exercise price amendment on July 2010, see (1)(d) above.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 19 - EQUITY AND SHARE BASED PAYMENTS (continued)

c. Dividends

	For the year ended December 31,					
	2008		2009		2010	
	Per share in NIS	NIS in millions	Per share in NIS	NIS in millions	Per share in NIS	NIS in millions
Cash dividends declared during the year	6.06	942	6.38	982	7.82	1,212
Tax withheld		(18)		(14)		(17)
Previously withheld tax - paid during the year		6		18		14
Net Cash flow in respect of dividends during the year		930		986		1,209

Dividends declared for the reported periods are as follows:

	Dividends Declared for the periods of the year					
	2008		2009		2010	
	Per share in NIS	NIS in millions	Per share in NIS	NIS in millions	Per share in NIS	NIS in millions
First quarter	1.24	194	1.54	237	2.13	330
Second quarter	1.26	194	1.49	230	1.87	290
Third quarter	1.54	236	1.94	299	1.93	299
Fourth quarter	1.41	216	1.89	293	1.92	298
	5.45	840	6.86	1,059	7.85	1,217

On March 16, 2010, the Company's Board of Directors approved a dividend policy, targeting at least 80% payout ratio of annual net income for the year 2010. On February 22, 2011 the Board of Directors approved a dividend policy for 2011, the same as with respect to the year 2010, which means targeting at least 80% payout ratio of annual net income for the year ending December 31, 2011.

On February 22, 2011, the Company's Board of Directors resolved the distribution of a cash dividend (with respect to the fourth quarter of 2010) in the amount of NIS 1.92 per share (approximately NIS 298 million) to shareholders of record on March 16, 2011, to be paid on March 28, 2011.

d. Capital reduction

On February 22, 2010, the District Court approved the application submitted by the Company to approve a distribution in the total amount of NIS 1.4 billion (exceeding the surpluses for distribution) to the Company's shareholders ("the capital reduction"). Following the District Court's approval a total amount of approximately NIS 1.4 billion which was NIS 9.04 per share was paid on March 18, 2010 to shareholders and ADS holders of record on March 7, 2010, which resulted in a reduction of the shareholders equity by an equal amount.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 20 – EXPENSES

a. Cost of revenues

	New Israeli Shekels		
	Year ended December 31,		
	2008	2009	2010
	In millions		
Payments to transmission, communication and content providers	1,306	1,238	1,342
Cost of handsets, accessories and ISP related equipment	843	564	746
Wages and employee benefits expenses plus car maintenance	471	557	575
Depreciation and amortization	432	558	663
Costs of replacing or repairing damaged handsets	213	212	199
Operating lease, rent and overhead expenses	279	293	328
Network maintenance	135	147	63
Carkit installation, IT support, and other operating expenses	89	93	86
Royalties expenses	68	65	43
Other	32	43	48
Total Cost of revenues	3,868	3,770	4,093

b. Selling and marketing expenses

	New Israeli Shekels		
	Year ended December 31,		
	2008	2009	2010
	In millions		
Wages and employee benefits expenses plus car maintenance	170	184	228
Advertising and marketing	103	118	142
Selling commissions, net	32	8	25
Depreciation	12	7	10
Other	71	70	74
Total selling and marketing expenses	388	387	479

c. General and administrative expenses

	New Israeli Shekels		
	Year ended December 31,		
	2008	2009	2010
	In millions		
Bad debts and allowance for doubtful accounts	96	78	50
Wages and employee benefits expenses plus car maintenance	66	87	122
Professional fees	33	40	45
Credit card commissions	29	32	33
Depreciation	19	12	12
Other	41	41	44
Total general and administrative expenses	284	290	306

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 20 – EXPENSES (continued)

d. Employee benefit expense

	New Israeli Shekels		
	Year ended December 31,		
	2008	2009	2010
	In millions		
Wages and salaries including social benefits, social security costs and pension costs, defined contribution plans and defined benefit plans	642	745	823
Expenses in respect of share options that were granted to employees	9	22	23
	<u>651</u>	<u>767</u>	<u>846</u>

NOTE 21 – OTHER INCOME, NET

	New Israeli Shekels		
	Year ended December 31,		
	2008	2009	2010
	In millions		
Unwinding of trade receivables	65	60	63
Other income	-	12	4
Capital loss from property and equipment	(1)	(3)	(3)
	<u>64</u>	<u>69</u>	<u>64</u>

NOTE 22 – FINANCE COSTS, NET

	New Israeli Shekels		
	Year ended December 31,		
	2008	2009	2010
	In millions		
Fair value gain from derivative financial instruments, net	11	18	
Net foreign exchange gains	10	-	16
Interest income from cash equivalents	4	1	3
Expected return on plan assets	3	6	6
Other	2	3	3
Finance income	<u>30</u>	<u>28</u>	<u>28</u>
Interest expenses	94	86	127
Linkage expenses to CPI	102	88	54
Interest costs in respect of liability for employees rights upon retirement	7	9	7
Fair value loss from derivative financial instruments, net			6
Net foreign exchange rate losses	-	9	
Factoring costs, net	11	4	1
Other finance costs	-	8	14
Finance expense	<u>214</u>	<u>204</u>	<u>209</u>
	<u>184</u>	<u>176</u>	<u>181</u>

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 23 – INCOME TAX EXPENSES

a. Measurement of results for tax purposes under the Income Tax (Inflationary Adjustments) Law, 1985

Under this law, results for tax purposes through tax-year 2007, are measured in real terms, having regard to the changes in the Israeli CPI. The Company and its subsidiary are taxed under this law.

On March 6, 2008, Amendment number 20 to this law was published, according to which the provisions of the Inflationary Adjustments Law will no longer apply to the Company in 2008 and thereafter, and therefore the Company and its subsidiary are measured for tax purposes from tax-year 2008 in nominal values.

b. Tax rates applicable to income of the Company and its subsidiary

The income of the Company and its Israeli subsidiary is taxed at the regular rate. In August 2005, amendment (No. 147) to Income Tax Ordinance was enacted, revising the corporate tax rates prescribed as follows: 2008 - 27%, 2009 - 26% and for 2010 and thereafter - 25%.

On July 23, 2009, The Law of Economic Efficiency (legislation amendments for implementation of the economic plan for the years 2009 and 2010) was enacted. One of the provisions of this law is that the corporate tax rate is to be gradually further reduced as follows: 2011 - 24%, 2012 - 23%, 2013 - 22%, 2014 - 21%, 2015 – 20%, and for 2016 and thereafter – 18%.

As a result of the aforementioned change in the future corporate tax rate, the deferred tax assets as of December 31, 2009 have increased in the amount of approximately NIS 18 million, with corresponding decrease in deferred tax expenses.

c. Losses carried forward to future years

At December 31, 2010, a subsidiary of the Company had carryforward tax losses of approximately NIS 17 million. The carryforward tax losses can be utilized indefinitely. The Company did not recognize deferred tax assets in respect thereof.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 23 - INCOME TAX EXPENSES (continued)

d. Deferred income taxes

Balances of deferred tax asset (liability) are attributable to the following items:

Balance of deferred tax asset (liability) in respect of	As at January 1, 2008	Charged to the income statement	Charged to other comprehensive income	As at December 31, 2008	Charged to the income statement	Effect of change in corporate tax rate	Charged to other comprehensive income	As at December 31, 2009	Charged to the income statement	Charged to other comprehensive income	As at December 31, 2010
New Israeli Shekels In millions											
Allowance for doubtful accounts	43	23		66	(3)	(2)		61	(1)		60
Provisions for employee rights	14	1	5	20	(1)		(4)	14	1	2	17
Subscriber acquisition costs	42	(1)		41	(30)	(1)		10	(10)		
Depreciable fixed assets and software	(46)	(44)		(90)	(35)	26		(99)	(6)		(105)
Amortized licenses	11			11	8	(4)		15	(2)		13
Options granted to employees	22			22	(18)			4	(2)		2
Financial instruments		9		9	(5)			4	(4)		*
Other	(1)	3		2	3			5	6		11
Total	85	(9)	5	81	(81)	18	(4)	14	(18)	2	(2)

* Represents an amount of less than NIS 1 million.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 23 - INCOME TAX EXPENSES (continued)

	New Israeli Shekels		
	December 31,		
	2008	2009	2010
	In millions		
Deferred tax assets			
Deferred tax assets to be recovered after more than 12 months	76	57	59
Deferred tax assets to be recovered within 12 months	95	56	44
	<u>171</u>	<u>113</u>	<u>103</u>
Deferred tax liabilities			
Deferred tax liabilities to be recovered after more than 12 months	90	99	105
Deferred tax liabilities to be recovered within 12 months			*
	<u>90</u>	<u>99</u>	<u>105</u>
Deferred tax assets (liability), net	<u>81</u>	<u>14</u>	<u>(2)</u>

* Represents an amount of less than NIS 1 million.

- e. Following is a reconciliation of the theoretical tax expense, assuming all income is taxed at the regular tax rates applicable to companies in Israel (see b. above), and the actual tax expense:

	New Israeli Shekels		
	Year ended December 31		
	2008	2009	2010
	In millions		
Profit before taxes on income, as reported in the income statements	<u>1,642</u>	<u>1,525</u>	<u>1,679</u>
Theoretical tax expense	443	396	420
Increase in tax resulting from disallowable deductions:			
In respect of previous years	2		
For the current year	5	3	8
Decrease in tax resulting from deferred taxes calculated based on different tax rates			(3)
Taxes on income in respect of previous years			5
Expenses deductible according to different tax rates			1
Change in the estimated utilization period of the tax assets	(4)		
Change in corporate tax rate, see b above		(18)	
Other	(2)	3	5
Income tax expenses	<u>444</u>	<u>384</u>	<u>436</u>

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 23 - INCOME TAX EXPENSES (continued)

f. Taxes on income included in the income statements:

1) As follows:

	New Israeli Shekels		
	Year ended December 31		
	2008	2009	2010
	In millions		
For the reported year:			
Current	423	321	413
Deferred, see d above	20	76	14
Effect of change in corporate tax rate on deferred taxes		(18)	
In respect of previous year:			
Current	12	-	5
Deferred, see d above	(11)	5	4
	<u>444</u>	<u>384</u>	<u>436</u>

g. Tax assessments:

- 1) The Company has received final corporate tax assessments through the year ended December 31, 2006.
- 2) As general rule, tax self-assessments filed by a subsidiary through the year ended December 31, 2006 are, by law, now regarded as final. However, the manager of the tax authority may direct that the 2006 tax self assessment will not be regarded as final until December 31, 2011.
- 3) All income before taxes and income tax expenses for all of the reporting periods are local in Israel.

NOTE 24 - TRANSACTIONS AND BALANCES WITH RELATED PARTIES

a. Transactions with Scailex group

On October 28, 2009 Scailex became the Company's principal shareholder.

On 2009 and 2010, the Company's organs approved and ratified the existing perennial agreement with Scailex for the purchase of cellular handsets, accessories and spare parts which are manufactured by Samsung electronics Ltd. and imported into Israel by Scailex ("the Agreement"). The main terms of the Agreement are as follows: the term of the Agreement shall be for a period of two years commencing October 28, 2009; the total volume of the transactions under the Agreement shall not exceed NIS 200 million, on an annual basis, which may be increased by an additional amount of up to NIS 50 million, subject to the approval of the Audit Committee and Board of Directors of each of the companies; the prices of the Samsung products shall be determined by negotiations between Scailex and the Company; however, Scailex's total and accumulative annual gross profit margin from transactions with the Company regarding each group of products (purchase of handsets, accessories or spare parts) ("Annual Gross Profit Margin") shall not exceed Scailex's average gross profit margin from the same group of products with its customers in Israel during the same calendar year (the "Average Gross Profit Margin"). If the Annual Gross Profit Margin of any group of products, exceeds Scailex's Average Gross Profit Margin, from the same group of Products, by more than 10% of the Average Gross Profit Margin, Scailex shall credit the difference to the Company.

In addition, in 2010 The Company's Audit Committee approved an agreement for the purchase of laptop computers which are manufactured by Samsung electronics Ltd. and imported into Israel by Scaleix (the "Second Agreement"). The main terms of the Second Agreement are as follows: the total volume of the transactions under the Second Agreement shall not exceed NIS 4.4 million on an annual basis and shall not exceed 30% of the total volume of the Company's laptop purchases in the netbook category (any deviation from this sum shall require prior approval of the Company's Audit Committee); the term of the agreement shall be for a period of one year; prior to the execution of each order under the agreement the Company will assure that the prices set forth in the Second Agreement continue to reflect the market prices and if not, the Company shall negotiate with Scaleix in order to adjust the product prices before executing an order.

	New Israeli Shekels	
	Period from October 28, 2009 to December 31, 2009	Year ended December 31, 2010
Transactions with Scailex group	In millions	
Service revenues	0.9	1.5
Acquisition of handsets	14	143
Selling commissions, maintenance and other expenses	2	3.8
	New Israeli Shekels	
	December 31,	
	2009	2010
Statement of financial position items - Scailex group	In millions	
Current liabilities: Scailex group	34	72

The transactions are carried out in the ordinary course of business. Management believes that such transactions were carried out under normal market conditions.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 24 - TRANSACTIONS AND BALANCES WITH RELATED PARTIES (continued)

b. Transactions with Hutchison group

During 2008 and 2009 the Company entered into various agreements with Hutchison Telecom in the ordinary course of business for the purchase of certain products or services or obtaining licenses. Each such related party agreement was subject to review by the Audit Committee pursuant to normal Company procedure. In each case the Audit Committee concluded that the agreements were on market terms and would not have a substantial effect on the Company's results of operations or obligations.

Based on information provided to the Company by Advent, a wholly-owned subsidiary of Hutchison Telecom, Advent granted a one-time cash payment to selected employees of the Company, shortly following Advent's sale of its controlling interest, in recognition of the contribution made by such employees to the value of the Company. According to Advent, the aggregate value of such one-time payment to the Company's executive officers was NIS 18.4 million.

	New Israeli Shekels	
	Year ended December 31, 2008	Period from January 1, 2009 to October 28, 2009
Transactions with Hutchison group	In millions	
Acquisition of handsets from related parties	9	11
Selling commissions, maintenance and other expenses	4	5

(*) During the period from January 1, 2009 to October 28, 2009, expenses of NIS 0.4 million, NIS 15.6 million were made to Hutchison Telecommunications Cayman and Hutchison Telephone Company, respectively.

The transactions were carried out in the ordinary course of business. Management believes that such transactions were carried out under normal market conditions.

As of October 28, 2009, Hutchison Telecom and its affiliates are no longer related parties with the Company.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 24 - TRANSACTIONS AND BALANCES WITH RELATED PARTIES (continued)

c. Key management compensation

Key management personnel are the senior management of the Company and the members of the Company's Board of Directors.

	New Israeli Shekels		
	Year ended December 31		
	2008	2009	2010
Key management compensation expenses comprised	In millions		
Salaries and short-term employee benefits	29	28	31
Long term employment benefits	4	5	37
Employee share-based compensation expenses	4	16	16
	37	49	84

	New Israeli Shekels	
	December 31,	
	2009	2010
Statement of financial position items - key management	In millions	
Current liabilities:	16	20
Non-current liabilities:	12	24

In order to encourage the Company's executive officers to remain with the Company following the sale by Advent of its controlling interest, the Company's Board of Directors, upon the recommendation and approval of its Audit and Compensation Committees, adopted a two-year retention plan on September 9, 2009. According to the terms of the plan, retention payments will be made to each of the Company's eligible executive officers at the first and second anniversaries of the date of adoption of the retention plan, provided the executive officer has not resigned for reasons other than for certain justified reasons, as specified in the retention plan or in case of termination by the Company. The maximum aggregate amount of all retention payments together is USD 6.5 million (NIS 23.4 million). A total amount of USD 4 million (NIS 15 million) was paid during 2010 which included an amount of USD 1 million paid to the Company's former CEO, according to this retention plan.

Furthermore, an amount of USD 1 million was paid in 2010 to the Company's former CEO based on a retention plan that the Company adopted in February 2009.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 24 - TRANSACTIONS AND BALANCES WITH RELATED PARTIES (continued)

The Company undertook to pay Mr. Amikam Cohen, who retired from his functions as chief executive officer on January 1, 2007, and from the Company on April 1, 2007, as part of his special retirement compensation, a non-compete payment of USD 0.6 million (NIS 2.3 million), in five equal installments, each payment to be made at the end of a six-month period over two and a half years starting in November 2007. The last payment was made in May 2010.

Members of the key management may have purchased portions of the Company's notes payable that are listed on the TASE through regular stock exchange transactions. See also note 15.

- d. During 2009 the Company purchased a substantial portion of Nokia handsets from Eurocom Communications Ltd. On November 19, 2009, Eurocom sold shares of the Company it previously held to Suny Electronics Ltd. The Company believes that the purchase transactions of the handsets from Eurocom were done at arms length and on market terms. If need be, Nokia handsets can be purchased from both Israeli and international suppliers and thereby reduce the dependency on Eurocom. These purchase prices may be higher than the purchase prices from Eurocom. As part of the Hutchison group, the Company benefited from conditions and prices of Nokia handset purchases, that were agreed upon between Hutchison and Nokia. Since the Company was acquired by Scailex and is no longer part of the Hutchison group, the purchase conditions from Eurocom may be updated. Additional conditions and agreements between the Company and Eurocom are set from time to time.
- e. In the ordinary course of business, key management or their relatives may have engaged with the Company with immaterial transactions that are under normal market conditions.

NOTE 25 – DILUTED EARNINGS PER SHARE

Following are data relating to the net income and the weighted average number of shares that were taken into account in computing the basic and diluted EPS:

	New Israeli Shekels		
	Year ended December 31		
	2008	2009	2010
Profit used for the computation of basic and diluted EPS:			
Profit (in millions)	1,198	1,141	1,243
Weighted average number of shares used in computation of basic EPS (in thousands)	155,350	153,809	154,866
Add - net additional shares from assumed exercise of employee stock options (in thousands)	1,170	1,008	1,430
Weighted average number of shares used in computation of diluted EPS (in thousands)	156,520	154,817	156,296

For the years ended December 31, 2010, 2009 and 2008 options in the total amount of 1,087, 1,719 and 0 thousands respectively, were not taken into account in computation of diluted earnings (loss) per share, because of their anti dilutive effect.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 26 – ACQUISITION OF 012 SMILE

a. Transaction details

On March 3, 2011 the Company completed the acquisition of all of the issued and outstanding shares of 012 Smile Telecom Ltd. ("012 Smile"), from Merhav-Ampal Energy Ltd. (the "Seller"). 012 Smile is an Israeli private company, which provides international long distance services, internet services and local telecommunication fixed-line services (including telephony services using VOB). The Company has acquired control in 012 Smile to allow it to become a leading comprehensive communications group, expanding its services and products.

The purchase price for the acquisition of 012 Smile is NIS 650 million which includes the acquiring of all of the outstanding shares of 012 Smile and a loan from the previous shareholder to 012 Smile. As part of the acquisition, Partner also guaranteed for the bank loans and other bank guarantees, which were provided to 012 Smile, in a total amount of approximately NIS 800 million. According to the purchase agreement, 012 Smile assigned to the Seller the right to receive payments due from a third party in an amount of approximately NIS 40 million.

The acquisition was approved by all required third parties on March 3, 2011, including the Israeli Ministry of Communications which required structural separation among Partner and 012 Smile for a period of time depended on certain elements.

The acquisition will be accounted for using the acquisition method.

As the acquisition was completed subsequent to December 31, 2010, the consolidated financial statements do not include the results or the financial position of 012 Smile.

Under the disclosure requirements of IFRS 3R (Business Combinations) the Company is required to provide information regarding the effect of the business combination.

Due to the following limitations, the initial accounting for the business combination is incomplete at the time the financial statements are authorized for issue. Therefore, the Company did not include the above mentioned information as permitted by paragraph B66 of IFRS 3R.

1. As described above, the acquisition was completed as of March 3, 2011 (closing date), while the date of the approval of the annual financial statements of the Company is March, 17 2011, which is dictated by the fact that the Company and its parent and ultimate parent are both public companies that are required to provide financial reports on schedules mandatory by law.
2. Until the closing date there were regulatory restrictions which prohibited both the Company and 012 Smile to co-operate and provide business information to the Company to start preparing IFRS financial information.
3. Prior the acquisition, 012 Smile being a newly incorporated company, has never issued a full set of financial statements, 012 Smile does not have full financial statement for 2010 under IFRS.
4. The Company hasn't completed the work of the purchase price allocation needed under IFRS 3R disclosure.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 26 – ACQUISITION OF 012 SMILE (continued)

Accordingly, the Company has not completed receiving all the information required to be disclosed under IFRS 3R, including the amounts recognized as of the acquisition date for each major class of assets acquired and liabilities assumed and the revenue and profit or loss of the combined entity for the current reporting period as though the acquisition date had been as of the beginning of the annual reporting period.

The Company intends to provide such information as soon as information will be available.

b. Claims against 012 Smile Communications Ltd ("012") and 012 Smile Telecom Ltd ("012 Smile")

1. On January 2, 2005, a claim was made against 012 and three other companies regarding alleged infringement of Israeli Patent No. 76993 of November 10, 1985, unjust enrichment, breach of statutory duties and conversion (the **"2005 Claim"**).

The plaintiffs' demands include payment of amounts of income generated from exploitation of the patent, payment of reasonable royalties for exploitation of the patent, punitive damages, litigation costs and attorneys' fees, and payment of linkage differentials and interest from the date of creation of the debt until the date of actual payment. The 2005 Claim states that the monetary amount cannot be determined at this stage and that it has been assessed for the purpose of court fees only at NIS 10 million (approximately \$2.72 million), against all defendants collectively and separately.

On July 17, 2005, a statement of defense was filed against plaintiffs and a third party notice was filed against the providers of the telecommunications systems allegedly infringing on the patent (the **"Third Party Defendants"**), seeking indemnification and compensation for any liability that may be imposed in the context of the 2005 Claim (the **"Third Party Proceedings"**).

The plaintiffs have also initiated similar proceedings against other telecommunications companies in other countries, including the United Kingdom and the United States. Some telecommunications companies, including one of the initial defendants named in this 2005 Claim, have settled with the plaintiffs and obtained a license, whereas other telecommunications companies have refused to settle. For example, the corresponding English patent was declared invalid following a legal action and appeals.

The 2005 Claim and the Third Party Proceedings are currently at the Preliminary Proceedings stage and the court ordered the parties to complete all preliminary proceedings by no later than May 1, 2011.

One of the Third Party Defendants in the Third Party Proceedings is Nortel Networks Israel (Sales and Marketing) Ltd. (**"Nortel Israel"**). 012 and Nortel Israel's Trustees have reached a Settlement Agreement, resolving all disputes in connection with the Third Party Proceedings between 012 and Nortel Israel (the **"Settlement Agreement"**). Under the terms of the Settlement Agreement, Nortel Israel paid 012 NIS 787,500 (approximately \$214,900), which was paid by the trustees in full. In consideration, 012 agreed to dismiss the Third Party Proceedings against Nortel Israel and Telrad Networks Ltd. (**"Telrad"**). On February 14, 2010, the court dismissed the Third Party Proceedings against Nortel Israel and Telrad.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 26 – ACQUISITION OF 012 SMILE (continued)

2. During 2008, several claims and motions to certify the claims as class actions were filed with various District Courts in Israel against several international telephony companies including 012. The plaintiffs allege that with respect to prepaid calling card services the defendants mislead the consumers in certain issues, charged consumers in excess, and formed a cartel that arranged and raised the prices of calling cards.

On September 25, 2008 the Court decided to hear all the aforementioned suits and four other claims in which the Company is not a party, but involve similar issues as the present claim, in the same proceeding.

On December 9, 2008 the Court approved a motion to amend the actions and requests of all the unified claims. On January 1, 2009 the unified and amended suit and request were filed in place of the original suits and requests (in this section: **"the Amended Suit"** and **"the Amended Request"**).

Prior to certification of the Suit as a class action in the event of certification of the Suit as a class action the total amount claimed against 012 was NIS 226.4 million (approximately \$61.77 million). According to the amended statement of claim filed by the Plaintiffs on January 20, 2011, the total amount of damages claimed by Plaintiffs from all the Defendants is estimated to be 641,520,000 NIS.

Plaintiffs claim additional damages, which are not estimated, with respect to unsuccessful attempts to make calls utilizing the cards. Plaintiffs claim that the Company is responsible for 20% of the damages according to the Company's market share.

On November 3, 2010, the court granted the plaintiff's request and certified the suit as a class action against all of the defendants. The legal question at issue in the class action is whether the plaintiffs were misled by the representations made by the defendants. On December 13, 2010 the Company filed a Motion with the Supreme Court for leave to appeal from the District Court's decision granting class action certification. On December 26, 2010 the Company filed a Motion for stay of proceedings in the District Court until a decision is given by the Supreme Court regarding the Company's motion for leave to appeal. On February 3, 2011 the Motion for stay was declined by the District Court. On February 8, 2011 the Company filed a Motion for stay of proceedings with Supreme Court. On March 7, 2011 the Supreme Court approved the Company's motion for stay.

3. On November 20, 2008, a claim and a motion to certify the claim as a class action were filed against 012 in its former name Internet Gold Golden Lines Ltd. to the Tel Aviv District Court in Israel. The claim alleges that 012 unlawfully raised the monthly tariffs for its internet services. If the claim is recognized as a class action, the total amount claimed from 012 is estimated by plaintiff to be approximately NIS 81.5 million. The claim is still in its preliminary stage of the motion to be certified as a class action.

PARTNER COMMUNICATIONS COMPANY LTD.
(An Israeli Corporation)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)

NOTE 26 – ACQUISITION OF 012 SMILE (continued)

4. On November 4, 2009, a claim and a motion to certify the claim as a class action were filed against 012 to the Central District Court in Israel. The claim alleges that 012 has violated the Israeli "anti spam" law by sending advertising materials to its customers. The amount of the plaintiff's personal claim is set at NIS 10,000 (approximately \$2,700). The estimated amount of the entire claim is yet to be known. On November 29, 2009, the court granted a temporary order preventing 012 from deleting or changing data relating to specific messages which the plaintiff claims he sent to 012. The claim is still in its preliminary stage of the motion to be certified as a class action.
5. On July 2010, a claim and a motion to certify the claim as a class action were filed against 012 Smile to the Central District Court in Israel. The claim alleges that 012 Smile's advertisements regarding certain tariffs did not include complete information as to possible additional tariffs charged of third parties. The amount of the personal claim is set by the plaintiff at NIS 397. As the plaintiff has not yet determined the size of the group, the estimated amount of the entire claim is not yet known. The claim is still in its preliminary stage of the motion to be certified as a class action.
6. Additional 7 claims were filed against 012 and 012 Smile, together with a request to recognize these claims as class actions. The total amount of these claims against 012 and 012 Smile together, if the claims are recognized as a class action, is estimated at approximately NIS 170 million.
7. In addition to all the above mentioned claims, 012 and 012 Smile is a party to various claims arising in the ordinary course of its operations.
8. These claims will be presented at fair values, calculated as part of the purchase price allocation as of the acquisition date.

Unofficial Translation

[State Emblem]

The State of Israel
Ministry of Communications

General License for Partner Communications Ltd. for the Provision of
Mobile Radio Telephone (MRT) Services using the Cellular Method

Amendment No. 54

By virtue of the powers of the Minister of Communications under Article 4 (e) of the Communications Law (Telecommunications and Broadcasts), 5742-1982, that have been delegated to us, by all our other powers under any law and after having given **Partner Communications Company Ltd.** (hereinafter: "**Partner**") the opportunity to present their arguments regarding this matter, we hereby amend the General License for the provision of mobile radio telephone (MRT) services using the cellular method granted to Partner on 7 April 1998, as follows:

Amendment of Article 75

1. In Article 75.8, instead of sub-section (b)(3) shall come:
 - a. "(3) a call made by dialing a number with a special access code for a free of charge service for the person initiating the call, that was allotted to the Subscriber in accordance with an agreement with him;"
 - b. Article 75.9 of the License shall be deleted.

Amendment of the First Annex

2. Article 2.2 of the First Annex to the License, after item 45, shall come:

46.	Free of charge service for the caller	The initiator of the call shall not be charged for the call. The receiver of the call shall be charged in accordance with appropriate billing arrangements	3/2010	In accordance with the service file ¹
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Commencement

3. The commencement of this amendment shall be from the effective date of the relevant amendments to the payment regulations and the interconnect regulations or on 28 March 2010, the later of the dates.

(16 March 2010)

(sgd)

 Eden Bar Tal, Adv.
 Director-General

(sgd)

 Ze'ev Raz
 Temporary Senior Deputy Director-General,
 Engineering and Licensing

¹ In accordance with the service file "free of charge call for the caller" ("1-800 service")

Unofficial Translation

[State Emblem]

The State of Israel
Ministry of Communications

General License for Partner Communications Ltd. for the Provision of
Mobile Radio Telephone (MRT) Services using the Cellular Method

Amendment No. 55

By virtue of the powers of the Minister of Communications under Article 4 (e) of the Communications Law (Telecommunications and Broadcasts), 5742-1982, that have been delegated to us, by all our other powers under any law and after having given **Partner Communications Company Ltd.** (hereinafter: "**Partner**") the opportunity to present their arguments regarding this matter, we hereby amend the General License for the provision of mobile radio telephone (MRT) services using the cellular method granted to Partner on 7 April 1998, as follows:

Amendment of Article 63

1. Instead of Article 63 of the License shall come:

"63 **Call Center**

63.1 The Licensee shall operate a staffed call center for the receipt of calls of its Subscribers, in addition the Licensee shall apply additional means that will allow its Subscribers to contact it in order to receive information and to make inquiries, as set forth in Appendix E of the License.

63.2 The Call Center will be staffed by a skilled and professional employee team, with the necessary qualifications to handle the calls. Should a call be received regarding a fault which caused complete cessation of the Subscriber MRT services, the said team will act immediately to locate the fault and will begin taking measures to immediately repair the fault.

63.3 The Licensee shall detail in the maintenance diary the details of the fault as set forth in Article 63.2 and the steps taken to rectify the fault, all as set forth in Article 51."

Amendment of Appendix E

2. 2. In section 2.2 of Appendix E-

- a. In sub-section (a), instead of "accessible" shall come "staffed", and after the words "twenty four (24) hours a day, shall come "for the receipt of calls regarding theft or loss of MRT terminal equipment, a fault in the network that caused complete cessation of Subscribers MRT services and "roaming services".
- b. In sub-section (b), at the end shall come "for the receipt of calls regarding a fault in the receipt of MRT services that is not a fault as set forth in sub-section (a) and in regard to the Licensee's services".
- c. Sub-section (d) shall be deleted.

(16 May 2010)

(sgd)

Moshe Cachalon
Minister of Communications

Unofficial Translation

[State Emblem]

The State of Israel
Ministry of Communications

General License for Partner Communications Ltd. for the Provision of
Mobile Radio Telephone (MRT) Services using the Cellular Method

Amendment No. 56

By virtue of the powers of the Minister of Communications under Article 4 (e) of the Communications Law (Telecommunications and Broadcasts), 5742-1982, that have been delegated to us, by all our other powers under any law and after having given **Partner Communications Company Ltd.** (hereinafter: "**Partner**") the opportunity to present their arguments regarding this matter, we hereby amend the General License for the provision of mobile radio telephone (MRT) services using the cellular method granted to Partner on 7 April 1998, as follows:

Amendment of Article 74

1. The contents of Article 74 shall be marked as Article 74.1
2. In sub-section 74.1(b) after "payment" shall come "monthly".
3. After Article 74.1 shall come:

"74.2 The Licensee shall not be allowed to collect from a subscriber:

 - (a) Payment for initiating a call;
 - (b) Minimum payment for a call"

Amendment of Article 75

4. Instead of sub-section 75.10(b) shall come:

" b) The payment for any airtime unit, at least for the duration of the first minute of the call, shall be constant.;"

Commencement

5. This amendment shall become effective from the signature date of the amendment.

(17 June 2010)

(sgd)

Moshe Cachalon
Minister of Communications

Unofficial Translation

[State Emblem]

The State of Israel
Ministry of Communications

General License for Partner Communications Ltd. for the Provision of
Mobile Radio Telephone (MRT) Services using the Cellular Method

Amendment No. 57

By virtue of the powers of the Minister of Communications under Article 4 (e) of the Communications Law (Telecommunications and Broadcasts), 5742-1982, that have been delegated to us, by all our other powers under any law and after having given **Partner Communications Company Ltd.** (hereinafter: "**Partner**") the opportunity to present their arguments regarding this matter, we hereby amend the General License for the provision of mobile radio telephone (MRT) services using the cellular method granted to Partner on 7 April 1998, as follows:

Amendment of Article 55

1. The contents of sub-section 55.4, shall be marked as sub-section 55.4 (a2).
2. In sub-section 55.4, before sub-section (a2) shall come:
 - a) A first page, separate, printed, that will detail clearing and accurately without any additions or changes in handwriting, the following (hereinafter-"**the main plan details page**"):
 - (1) The name of the Licensee or its logo, the details of the Licensee's representative that executed the agreement, the date of the transaction execution, the subscriber's details including his name, I.D. number, address, telephone number that the agreement pertains to, an additional telephone number of the subscriber to where notices regarding the usage amount of a web surfing plan as set forth in article 75D will be sent and the MRT handset model, if included in the agreement; notwithstanding the beginning of section (a) the aforementioned details in that sub-section, except for the Licensee's name or logo, can be handwritten;
 - (2) The commitment period, if one exists, and the termination date. For this sub-section, "commitment"-as defined in section 56.1A;
 - (3) All of the tariffs according to which the Licensee will charge the subscriber for the services requested by the subscriber upon execution of the agreement, as well as the rates of each fixed payment, if there are any, in the agreement;

The service tariffs shall be displayed in a 2 columned chart- "name of the service" and "price of the service";

For web surfing packages as defined in section 75D-the unit tariff for the service not included in the package shall be displayed next to the chart in the same values as those in the chart;

- (4) The total price of the handset and ancillary accessories that are purchased at the time of execution of the agreement (hereinafter-the equipment), and if the Licensee and subscriber agree to a payment schedule for the equipment-the amount of each payment;
- (5) Any benefit as defined in article 64.1A, while indicating the benefit value and the exact period when the benefit will be given;
- (6) The calculation method of the amount that the subscriber will be required to pay for breaching the agreement as defined in article 56.1A;
- (7) For a business subscriber-information regarding the increase of tariffs during the commitment period, if such a possibility exists as part of the subscriber agreement conditions, including the date and amount of the tariff increase;
- (8) Information regarding the balance of payment and/or the cancellation of a benefit for equipment purchased from the Licensee, in a previous agreement;
- (9) The Licensee's commitment to pay to the subscriber of another MRT licensee that became its subscriber, the payment that the said subscriber will be required to pay to the other MRT licensee for breach of this commitment to the other MRT operator and the distribution manner of said payment.

For this matter-"**commitment**"-as defined in article 56.1A;

- (10) A subscriber's declaration that he has read the page and received a copy at the time of execution of the agreement. Next to the declaration, there should be an original signature of the subscriber and the details of the Licensee's representative that executed the agreement and his original signature. The declaration shall appear at the end of the main plan details page.
 - (a1) (1) a separate page, printed, upon which the subscriber will be required to mark his choice regarding the accessibility of each phone number that the agreement refers to, services, as detailed in annex E 2 (hereinafter-"**service access form**" or "**form**"). The form shall come after the main plan details page;

- (2) If the subscriber does not mark his choice to be accessible to the detailed service in the form, the Licensee shall block the access possibility for the phone number that the subscriber agreement refers to. The aforesaid in this sub-section shall not apply to outgoing international calls;
 - (3) A subscriber may request from the Licensee at any time, in writing or by phone, to change his choice regarding accessibility to the services detailed in the form (hereinafter in this section-"subscriber's request"). A first change shall be done free of charge. The Licensee shall execute the subscriber's request only after he has identified the subscriber. The request shall be available at the Licensee, for hearing it or presenting it, according to the matter, to the Director, within five (5) working days from the request date. The subscriber's request shall be executed within thirty (30) minutes from the request time.
 - (4) The Licensee shall include in the telephone bill following the subscriber's request a notice regarding the execution of the request and the date of the execution. The said telephone bill shall be available at the Licensee for presentation to the Director, within five (5) working days from the date the bill is prepared;
 - (5) The Licensee shall include the service access form in the telephone bill of each subscriber that has not yet responded to the form, at least twice during the twelve (12) months from March 13, 2011. The Licensee shall first include the form with the said telephone bill of the subscriber, during the first month from the said date.
 - (6) A subscriber that did not relay to the Licensee his response to the service access form, at the end of the twelve (12) months set forth in sub-section (5), shall be blocked for receiving all services detailed in the form, except for outgoing international call services, within seven (7) working days from the end of the twelve (12) months.

The Licensee shall notify the subscriber about the blocking in the first telephone bill after the blocking. The said telephone bill shall be available at the Licensee for presentation to the Director, within five (5) working days from the day it is sent to the subscriber.
 - (7) The Licensee shall publish the form on its internet site within seven (7) working days from March 13, 2011.
3. At the end of article 55.4 shall come "the aforesaid in sub-section (a) shall not apply to the subscribers detailed in sub-sections (b) and (d) to the definition of "business subscriber" in article 1 of the License.

4. In sub-section 55.4 (b) instead of "discontinuing service" shall come "total termination".

5. In article 55.5 shall come:

"55.5 In an agreement in the presence of the Licensee's representative and the subscriber, the Licensee shall act as follows:

- (a) Before signing the agreement, the representative shall present the person applying to become a subscriber of the Licensee (hereinafter-" **the applicant**") with a printed copy of the subscriber agreement and shall allow him to review it;
- (b) Upon signing the agreement, the applicant and Licensee representative shall sign the originally copy of the subscriber agreement that was presented for the applicant's review. After the said signature the Licensee representative shall give the subscriber a copy of the subscriber agreement upon which the Licensee representative's and applicant's original signatures appear;
- (c) After execution of the aforesaid in sub-section (a) and (b), the Licensee representative may ask the subscriber to sign an additional copy of the subscriber agreement identical to the one originally signed, by using electronic means;
- (d) The Licensee shall keep a signed copy of the subscriber agreement; the said copy shall be available at the Licensee for presentation to the Director, within five (5) working days from the date of the agreement;
- (e) If the subscriber requests to make changes to the agreement conditions, including a request to receive additional services, cancel services or to join a service package-the subscriber shall receive at the time of the change, a printed notice that bear's the Licensee's name or logo, in which the details of the change executed are listed, the date they become effective and the full name of the Licensee representative and the subscriber and their original signatures. The signed notice shall be available at the Licensee for presentation to the Director within five (5) working days from the date of the subscriber's request.

55.6 If the Licensee publishes on its internet website a tariff plan, including tariff plans that include the purchase of MRT equipment, the said publication shall also include the subscriber agreement conditions regarding that tariff plan, including the details on the "main plan details page".

Amendment of Article 55A

6. After article 55 shall come:

" **55A Long Distance Purchase**

55A.1 In a long distance purchase as defined in article 14c of the Consumer Protection Law, 1981 ("**long distance purchase**"), the Licensee shall act as follows:

- (a) Shall send to the subscriber a document that includes all of the details set forth in sub-sections 55.4 (a2) until 55.4 (h), as well as the "main plan details page" and the "service access form" marked in accordance with the subscriber's choices, as notified to the Licensee's representative (hereinafter- "**agreement conditions document**"). In the agreement conditions document, the full name of the Licensee's representative that executed to agreement and the subscriber's name should be noted. The agreement conditions document shall be sent to the subscriber by regular mail or by electronic mail or facsimile if the subscriber agreed; a copy of the agreement conditions document shall be available at the Licensee for presentation to the Director, within five (5) working days from the date of the agreement execution. If the Licensee sends the agreement conditions document by electronic mail or facsimile, the approval receipt should also be available at the Licensee for presentation to the Director, within five (5) working days from the date of sending the said document;
- (b) If the subscriber requests to make changes to the agreement conditions document, including a request to receive a service or a service package-the Licensee shall send the subscriber a printed notice that bear's the Licensee's name or logo, in which the details of the change executed are listed, the date they become effective and the full name of the Licensee representative and the subscriber. The notice shall be available at the Licensee for presentation to the Director within five (5) working days from the date of the subscriber's request.

The notice shall be sent to the subscriber by regular mail or by electronic mail or facsimile if the subscriber agreed. If the Licensee sends the notice by electronic mail or facsimile, the approval receipt should also be available at the Licensee for presentation to the Director, within five (5) working days from the date of sending the notice;"

Amendment of Article 56A

7. In Article 56A.2, at the end shall come "the Licensee shall publish on its internet website the subscriber agreement that does not include a commitment, including "the main plan details page" of the said agreement."

Amendment of Article 60

8. The contents of Article 60.6 shall be marked as (a) and afterwards shall come:

"(b) An explicit request may be made in one of the following manners:

- (1) A signed document by the subscriber that is sent to the Licensee;
- (2) An electronic mail sent by the subscriber to the Licensee;
- (3) A telephone call between the subscriber and the Licensee representative;
- (4) An SMS sent by the subscriber to the Licensee;
- (5) Registration in the Licensee's internet website;

The Licensee shall keep in its possession documentation regarding the subscriber's explicit request; the documentation shall be available at the Licensee for presentation to the Director, within five (5) working days from the date of the subscriber's explicit request.

For this matter-"**documentation**"-

For sub-section (b)(1)-a copy of the document;

For sub-section (b)(2)-a copy of the electronic mail;

For sub-section (b)(3)-a recording of the telephone call;

For sub-section (b)(4)-a copy of the subscriber's telephone bill that lists under the "call details", the details of the sms sent by the subscriber;

For sub-section (b)(5)-a copy of the approval receipt that was sent to the subscriber following his registration for the service;

Notes taken by the Licensee representative in the Licensee's information systems does not constitute documentation.

60.7 The Licensee is not allowed to collect payment from the subscriber for a service unless it has documentation regarding the subscriber's explicit request to receive the service.

60.8 If the subscriber is charged for a service and notifies the Licensee that he did not request the service, the Licensee shall refund him the entire sum of that was charged for the service, if the Licensee does not have the documentation regarding the subscriber's explicit request to receive the service. The manner of handling the subscriber's complaints granting the refund shall be executed in accordance with the provisions regarding "overcharging" detailed in article 83A of the license."

Amendment of Article 61

9. At the end of article 61.1 shall come "The Licensee shall keep a copy of the complaint and the written answer that was sent to the subscriber; the said copies shall be available at the Licensee for presentation to the Director, within five (5) working days from the date of sending the answer;"

Amendment of Article 61A

10. In sub-section 61A.2 (b) instead of "disconnection of service" shall come "complete termination".

Amendment of Article 67

11. Article 67.2 shall be cancelled.
12. After article 67.5 shall come:

"67.5A A bill submitted to a business subscriber shall include the details set forth in sub-sections 9B (1) to 9B (4) in Appendix E1 of the License." In this section "business subscriber"-except for the subscribers detailed in sub-sections (b) and (d) of the definition of "business subscriber" in article 1 of the License.
13. In article 67.6 at the end shall come "in addition, a business subscriber may request from the Licensee details in writing regarding the calculation manner of a "one time charge". The Licensee shall submit to the business subscriber the said details in writing regarding a "one time charge", within thirty (30) days from the date that the subscriber requested the matter from customer services or the person responsible for handling complaints of the public."
14. After article 67.7 shall come:

"67.8 If the payment detailed in the telephone bill is done by debit bank payment or credit card, the said payment shall not be done before ten (10) days have passed from the date that the telephone bill was sent to the subscriber."

Amendment of Article 68

15. In article 68 instead of the definition of "**Disconnection of Service**" shall come:

"**Complete Disconnection**" – complete disconnection of all Licensee services to the subscriber;

"**Termination of Service**" - complete termination of any Licensee services to the subscriber;"

Amendment of Article 71

16. In article 71.1 after "termination of service" shall come ""or complete disconnection".
17. Instead of article 71.2 shall come:

"71.2 The Licensee shall execute termination of service or complete disconnection, no later than one working day after the date noted by the subscriber in his notice; if no date was noted, the termination of service or complete disconnection shall be executed no later than one working day after the date the notice was given to the Licensee."
18. After article 71.3 shall come:

"71.4 The Licensee shall send a written notice to the subscriber regarding termination of service or complete disconnection within one working day from the date the termination was executed. The notice should include among other details the date the termination was executed and in a notice regarding complete disconnection, the last date for sending the final bill, as set forth in sub-section 2.3(c)(2) in Appendix E to the License (hereinafter- "**the final bill**"). The said notice should be sent by regular mail or by electronic mail or facsimile, if the subscriber agreed to this. If the subscriber requests to suspend terminate services or to completely disconnect services at the Licensee's customer service center, the Licensee representative shall give him the said written notice when the request is made.

A copy of the said notice shall be available at the Licensee for presentation to the Director, within five (5) working days from the date it is sent. If the Licensee sends the notice by electronic mail or facsimile, the approval receipt should also be available at the Licensee for presentation to the Director, within five (5) working days from the date of sending;

71.5 After collecting the sum for payment as detailed in the final bill, the Licensee shall not be allowed to collect any payment from the subscriber, by means of payment that the subscriber provided, without the explicit written permission of the subscriber in advance, except for collection of payment for handsets that the subscriber purchased from the Licensee, and that the payment for the handset is carried out in payments as set forth in section 2.3(c)(2) in Appendix E of the License. A copy of the said subscriber agreement, shall be available at the Licensee for presentation to the Director, within five (5) working days from the date it was delivered to the Licensee.

Amendment of Article 74

19. After article 74.2(b) shall come:
 - (c) Any payment prior to the actual provision of the service, except for "PRE- PAID" service".

Amendment of Article 75D

20. After article 75C shall come:

" **75D Notice of Utilization of Data Package**

75D.1 The Licensee shall send an SMS to the subscriber when he has utilized 75% and 95% of his data package. The SMS will be sent to the telephone number of the subscriber and another telephone number of the subscriber as noted by the subscriber when the subscriber agreement was signed, as close as possible to the date of said utilization. The SMS shall include at least the following: the utilized amount of the package, the calculation date of the utilization (date and time) and the telephone number that the SMS refers to. For this matter, "**data package**"-the amount of units of a data package over the cellular internet in Israel (hereinafter-"**data package service**"), that is provided to a subscriber at a set tariff independent of the actual extent of the usage.

This section shall apply only when the tariff of the data package service unit, after full utilization of all data package service units that are included in the data package are more than 1.25 times the tariff of the data package service unit as part of the data package.

Amendment of Article 78

21. Instead of sub-section 78.1(a) shall come "that sent the Director a written notice at least fourteen (14) days before the date the tariff becomes valid that details the new tariff and the tariff before the change. Notwithstanding the aforesaid, regarding the deduction of the tariff, the Licensee may send the Director the notice until one month after the deduction."

22. Instead of sub-section 78.1(b) shall come "that sent an advanced written notice to any subscriber that joined the service, in which it notes the new tariff and the tariff before the change at least fourteen (14) days before the date the tariff becomes valid; Notwithstanding the aforesaid, regarding the deduction of the tariff, the Licensee may send the notice to the subscriber until one month after the deduction.

Said notice shall be sent to the subscriber by regular mail or through the telephone bill sent to the subscriber.

Amendment to Article 81

23. In article 81 instead of "Termination of Service in accordance with article 71" shall come "complete disconnection in accordance with article 71".

Addition of Article 83A

24. After article 83 shall come:

" 83A **Overcharging**

- (a) The Licensee shall document in its information technology systems any written or oral claim of a subscriber regarding overcharging that appears in a telephone bill;
- (b) The Licensee shall send an explanatory reply in writing to a subscriber regarding his disagreement, with details of the calculation manner or the reasons for rejecting the claim, in accordance with the matter, within twenty one (21) days of receipt of the claim. For this matter- "date of receipt of the claim"-

For a written claim-the date of receipt of the claim by the Licensee;

For an oral claim-the date the notice was given to the Licensee.

A copy of the said reply shall be available at the Licensee for presentation to the Director, within five (5) working days from the date it was sent. If the Licensee sent the answer by electronic mail or facsimile, the approval receipt shall be available at the Licensee for presentation to the Director, within five (5) working days from the date it was sent.

- (c) If the Licensee discovers that the subscriber was overcharged, it shall refund the overcharged amount in one payment without setting any conditions for its receipt, in addition to "linkage and interest differences" as defined in section1 of the Award of Interest and Linkage Law, 1961, for the period between the date the overcharged amount was collected and the date of actual refund, as detailed below:
 - (1) The amount of the overcharged amount is more than 100 NIS (including VAT, linkage and interest)-the refund shall be deposited directly into the subscriber's bank account within three (3) working days from the date that the Licensee sent the said answer as set forth in sub-section (b).
 - (2) The amount of the overcharged amount is less than 100 NIS (including VAT, linkage and interest)-the refund shall be executed by crediting the telephone bill following the date that the said written answer was sent as set forth in sub-section (b); in case the credit amount is greater than the following telephone bill amount, the balance shall be deposited in the subscriber's bank account within three (3) working days from the date that the telephone bill is sent to the subscriber, and the matter will be noted in the said telephone bill.

Addition of Article 113

25. After article 112 shall come:

- " 113. The Licensee shall present and/or play to the Director upon his request, any recording and/or document regarding a subscriber, during the entire last commitment period of the subscriber, and in case the subscriber has not been in the commitment period for at least eighteen (18) months and for a year after the date of sending of the final bill to the subscriber, as set forth in section 2.3(c)(2) in Appendix E.

Amendment of Appendix E

26. After sub-section 2.2(f) in Appendix E shall come:

- " (f) The Licensee may not make use of a telephone number in the MRT range for facsimile service in order to receive public complaints;
- (g) The access to all telephone call centers for receipt of calls regarding faults, loss or theft ("**complaint center**") shall be through a "collect call" service (1-800 service); the Licensee shall allow access to the complaint center from any national network;
- (h) Subject to the aforementioned in sub-section (g), the access to all telephone call centers regarding for the receipt of calls regarding Licensee services shall be through all of the following:
- (1) A network number to which the access is free of charge;
- (2) A "partially toll free call" service (1-700 service) or a "collect call" service (1-800 service)."

27. Instead of article 2.3(c) shall come:

"If the subscriber and Licensee agree on payment by installments for a handset purchased by the subscriber from the Licensee and the commitment agreement of the subscriber with the Licensee is terminated before the subscriber has completed all payments for the handset purchased from the Licensee, the Licensee shall send the subscriber a final bill for the Licensee's services and afterwards may send the subscriber bills only for the handset.

Amendment of Appendix E1

28. In article 9.e of Appendix E1, instead of "and refunds" shall come "refunds" and "linkage and credit differences" as detailed in article 60.8 and 83A".
29. In article 9.f the words "refund or" shall be deleted.

Addition of Appendix E2

30. After Appendix E1 shall come Appendix E2 attached.

Commencement

31. This amendment shall become effective March 13, 2011.

(12 December 2010)

(sgd)

Moshe Cachalon
Minister of Communications

Appendix E1-Services Access Form

Access form for services through the cellular handset that are charged in the telephone bill

Name of the Licensee

Methods for sending the form:

Address

E-mail address

Fax number

Date:_____

I, whose details appear below, request access to the services detailed below, for the telephone number noted in this form as follows:

Subscriber Details

Name of the subscriber/company:____ I.D./Company No.____ Address:____ Telephone No.____

☐ I wish to **block all** of the below detailed services

☐ I wish to **block some** of the below detailed services

Mark X according to your choice and sign. For your information, not marking shall mean blocking the possibility to receive service except for outgoing international call services.

Number	Type of Service	Block	Open	Subscriber's Signature
1.	Cellular internet data service via the handset (if you choose to block, you will not be able to receive the service	<input type="radio"/>	<input type="radio"/>	
2.	Service from category 1* a. b. c.	<input type="radio"/>	<input type="radio"/>	
3.	Service from category 2* a. b.	<input type="radio"/>	<input type="radio"/>	
4.	Outgoing international call service a. If you marked under "international calls" "open", mark whether you are interested in allocation to a specific international operator. <input type="checkbox"/> Yes ("00" dialling open) <input type="checkbox"/> No ("00" dialling blocked) b. If you marked "yes" in section 4a, choose an international operator <input type="checkbox"/> 012 Smile Telecom <input type="checkbox"/> 013 Netvision <input type="checkbox"/> Bezek International <input type="checkbox"/> 018 Xphone <input type="checkbox"/> Telzar		<input type="radio"/>	
Signing this agreement in the presence of a Licensee representative-I declare that this form was marked and signed by myself				
Name of Licensee Representative:_____ Signature of Licensee Representative_____ Signature of Subscriber_____				

*The types of categories and sub-categories of the services shall be determined after examining the treatment as set forth in the letter accompanying this license amendment

SHARE PURCHASE AGREEMENT

Among

Partner Communications Company Ltd.,

Merhav Ampal Energy Ltd.

And

012 Smile Telecom Ltd.

Dated as of October 13, 2010

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of October 13, 2010, by and among **Partner Communications Company Ltd.**, a company organized under the laws of Israel ("**Purchaser**"); **Merhav Ampal Energy Ltd.**, a company organized under the laws of Israel ("**Seller**"); and **012 Smile Telecom Ltd.** (f/k/a Ampal Investments and Communications 2009 Ltd.), a company organized under the laws of Israel (the "**Company**"). Certain other capitalized terms used in this Agreement are defined below or in *Exhibit A*.

WITNESSETH:

WHEREAS, the Company is engaged in the Business;

WHEREAS, the Company has authorized 100,000,000 Ordinary Shares, NIS 1.00 nominal value per share ("**Ordinary Shares**"), 1,000 of which are issued and outstanding (the "**Shares**") and Seller owns all of the Shares; and

WHEREAS, Purchaser desires to acquire all of the Shares, and Seller desires to sell the Shares to Purchaser, all on the terms and conditions set forth herein;

NOW, THEREFORE, the parties to this Agreement agree as follows:

Section 1. DESCRIPTION OF TRANSACTION.

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, on the Closing Date, Seller shall sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase from Seller, (i) the Shares and (ii) the Shareholder Loan.

1.2 Closing. Unless this Agreement is earlier terminated pursuant to Section 9 hereof, the closing (the "**Closing**") of such purchase and sale and of the other transactions contemplated hereby (collectively, the "**Transactions**"), shall take place at the offices of Goldfarb, Levy, Eran, Meiri, Tzafrir & Co., 2 Weizmann Street, Tel-Aviv, Israel, at 10:00 a.m., on the third (3rd) business day after all the conditions set forth in Sections 7 and 8 have been satisfied or waived, but not earlier than December 30, 2010, or on such other date, time and place as the parties may mutually agree (the "**Closing Date**").

1.3 Purchase Price. The consideration (the "**Consideration**") for the Shares and the Shareholder Loan (including any interest accrued thereon and not paid) shall consist of, and be paid in the following manner:

(a) On the date hereof, Purchaser shall deposit an amount in cash of Thirty Million NIS (NIS 30,000,000) in a bank account designated by Seller (such amount, including any interest accrued thereon: the "**Deposit**"). The Deposit shall be held and disposed by Seller to the credit of either Seller or Purchaser, in accordance with the terms and conditions of this Agreement. At Closing, the Deposit shall be immediately released to Seller pursuant to the terms hereof and be applied to and credited against the Consideration in accordance with Section 1.3(b) below. If Closing does not occur, the Deposit shall be payable to Seller or to Purchaser in accordance with Section 9. If the circumstances do not result in the payment of the Deposit to Seller pursuant to this Section 1.3 or Section 9, the Deposit shall be released to Purchaser promptly after termination of this Agreement. To the extent that Seller shall be required to release the Deposit to Purchaser after termination of this Agreement, Seller will be entitled to withhold and deduct from the payment of any Deposit (including any interest accrued thereon), the Tax amount required to be withheld and deducted under any applicable law which are payable on such Deposit (including any interest accrued thereon). To the extent that amounts are so withheld by Seller, they shall be treated for all purposes of this Agreement as having been paid to Purchaser.

(b) At Closing, Purchaser shall pay to Seller, by wire transfer of immediately available funds to an account designated in writing by Seller, an amount in NIS equal to Six Hundred and Fifty Million NIS (NIS 650,000,000) *minus* the Deposit.

(c) On the date hereof, the Company shall assign to Seller all of its rights to receive payments (including default interest, if any, and rights to seek enforcement and damages if such payments are not timely made) from B Communications Ltd. (f/k/a 012 Smile Communications Ltd.), a company organized under the laws of Israel ("**BC**"), pursuant to that Amendment, Joinder and Affirmation to the Asset Purchase Agreement, dated as of January 26, 2010, by and between the Company and BC (the "**BC Payments**"). The parties hereby agree that, if BC or any other third party whose consent is required for the same at Seller's reasonable discretion, does not consent in writing to the aforesaid assignment until the Closing, then, in lieu of such assignment, Purchaser shall cause the Company, and the Company shall, (i) transfer any such payments received from BC on or following the date hereof to Seller (net of any applicable Tax, if any, paid by the Company), immediately following their receipt, (ii) if not timely received, cooperate with Seller (including by way of engaging an attorney selected and paid by Seller to pursue litigation), at Seller's expense, to compel BC to make such payments to the Company, and (iii) upon Seller's request, take all other reasonable actions, including execution of an appropriate power of attorney, to assign all of its causes of action in connection therewith to allow Seller, at Seller's election and expense, to compel (including litigation) BC to make such payments.

(d) The aforesaid Consideration to be paid to Seller is exclusive of any VAT, if applicable (i.e., plus VAT, if applicable). To the extent that the Seller shall provide to the Purchaser prior to the Closing a valid withholding tax exemption certificate pursuant to the Israeli Tax Ordinance according to which the Seller is entitled to full exemption of tax withholding, Purchaser agrees it shall not deduct or withhold from any consideration payable or otherwise deliverable pursuant to this Agreement any Tax.

Section 2. REPRESENTATIONS AND WARRANTIES OF SELLER AND THE COMPANY.

Seller and the Company represent and warrant, severally and jointly, to and for the benefit of Purchaser, that, as of the date hereof, other than as set out in the Disclosure Schedule delivered to Purchaser on the date hereof, as follows:

2.1 Due Organization; Etc.

(a) The Company is duly organized and validly existing under the laws of the State of Israel. The Company has all requisite corporate power and authority to own and use its assets and conduct its business as currently conducted.

(b) Other than 012 Mobile G P Ltd (P.C. 51-423764-3) and 012 Telecom Ltd (P.C. 51-370116-9) and 012 Mobile, Limited Partnership, which are wholly owned by the Company, the Company does not have any Subsidiaries nor owns any material Subsidiary.

2.2 Charter Documents. Part 2.2 of the Disclosure Schedule contains accurate and complete copies of the Articles of Association of the Company, including all amendments thereto. There has not been any violation of any of the provisions of the Company's Articles of Association.

2.3 Capitalization. All of the issued and outstanding share capital of the Company, on an actual basis and on an as-converted and as-exercised basis, taking into consideration any and all convertible or exchangeable securities and other interests in the Company, is owned beneficially and of record by Seller. There are no outstanding or authorized subscriptions, options, warrants, calls, rights, convertible securities, or any other agreements of any similar character obligating the Company to issue any additional shares or any securities convertible into, or exchangeable for, or evidencing the right to subscribe for, any shares of the Company. All of the Shares have been duly authorized and validly issued and are fully paid and nonassessable.

2.4 Financial Statements.

(a) The Company has delivered to Purchaser accurate and complete copies of the unaudited and reviewed financial statements of the Company for the period ended June 30, 2010 attached as **Part 2.4(a)** of the Disclosure Schedule (collectively, the "**Financial Statements**").

(b) The Financial Statements have been prepared in accordance with US GAAP consistently applied throughout the periods covered and, in accordance with US GAAP, accurately present in all material respects the financial position of the Company and its Subsidiaries, taken as a whole, as at the dates thereof and the consolidated results of their operations and cash flows for the periods indicated.

(c) A complete list of the Company's financial borrowings, loans and loan facilities as of June 30, 2010, is set forth in **Part 2.4(c)** of the Disclosure Schedule. Such list is true, accurate and complete in all material respects as at the date thereof. The total outstanding loans under the Lending Banks Loans as of the date hereof is as set forth in **Part 2.4(c)** of the Disclosure Schedule, and at Closing shall not exceed NIS 800,000,000.

(d) The selected financial information of the Company as of June 30, 2010 attached as **Part 2.4(d)** of the Disclosure Schedule is true and accurate in all material respects as at the dates thereof.

2.5 Absence of Changes. Except as specifically disclosed in the Financial Statements (including the notes thereto), since June 30, 2010:

(a) other than due to changes and developments relating to regulatory requirements, there have been no changes, events, occurrences or developments which, individually or in the aggregate, have had a Material Adverse Effect;

(b) the Company has not declared, accrued, set aside or paid any dividend or made any other distribution in respect of any shares of capital stock, and has not repurchased, redeemed or otherwise reacquired any shares of capital stock or other securities, and, other than payment of management fees to Seller, has not paid (and will not pay through Closing) any amount to Seller (including interest to Seller on the Shareholder Loan); or

(c) the Company has not sold, issued or authorized the issuance of (i) any capital stock or other security, (ii) any option or right to acquire any capital stock or any other security or (iii) any instrument convertible into or exchangeable for any capital stock or other security.

2.6 Properties and Assets. The Company and its Subsidiaries has valid title to, or in the case of leased properties and assets, valid leasehold interests in, all of their properties and assets that are material to the Company and its Subsidiaries taken as a whole, free and clear of all Encumbrances except (a) such Encumbrances or other imperfections of title, if any, as do not materially detract from the value of or materially interfere with the present use of the property affected thereby, and (b) Permitted Encumbrances. The Company does not own any real property.

2.7 Intellectual Property.

(a) As used herein, the term "**Intellectual Property Rights**" shall mean all intellectual property and proprietary rights throughout the world, including (i) all trademark rights, trade dress, service marks and trade names; (ii) all copyrights and all other rights associated therewith and the underlying works of authorship; (iii) all patents and all proprietary rights associated therewith; (iv) all inventions, mask works and mask work registrations, net lists, schematics, enhancements, designs, improvements, know how, discoveries, improvements, designs, trade secrets, computer software programs or applications (in both source code and object code form), flow charts, diagrams, coding sheets, listings and annotations, programmers' notes, information, work papers, work product; and (v) all registrations of any of the foregoing, all applications therefor, all documentation and all goodwill associated with any of the foregoing.

(b) The Company does not have material Intellectual Property Rights except for trademarks and rights under third party license agreements. Such Intellectual Property Rights do not infringe, misappropriate or otherwise violate the Intellectual Property Rights of a third party in a manner that would have a Material Adverse Effect.

2.8 Material Agreements.

(a) A "**Material Agreement**" means any Contract that is listed in **Part 2.8(a)** of the Disclosure Schedule.

(b) Each Material Agreement is in full force and effect, and is not subject to any material default on the part of the Company, and to the Company's knowledge, no other party to such contract is in material default with respect thereto.

2.9 Compliance with Legal Requirements.

(a) The Company is in compliance with all Legal Requirements (except where any such non-compliance shall not have a Material Adverse Effect).

(b) The Company holds all permits, licenses, certificates, registrations and other authorizations necessary to conduct the Business as currently conducted (except where the absence of such permits, licenses, certificates, registrations and other authorizations would not have a Material Adverse Effect).

(c) The MoC Licenses, copies of which are attached as **Part 2.9(c)** of the Disclosure Schedule, are in the name of the Company or its Subsidiaries, as the case may be, are valid and compliant in all material respects and the Company is not aware of any procedures that in the Company's opinion would be reasonably likely to cause the cancellation or withdrawal of the MoC Licenses.

2.10 Tax Matters.

(a) As of June 30, 2010, neither the Company nor any Subsidiary had any material liability for Taxes which have not been accrued or reserved on the Financial Statements to the extent required to be accrued or reserved under US GAAP and neither the Company nor any Subsidiary has incurred any material liability for Taxes since June 30, 2010 other than in the ordinary course of business.

(b) All Tax Returns required to have been filed by the Company have been duly filed (including any extensions). The Company has paid all Taxes shown on such Tax Returns that are due.

2.11 Employees.

(a) The Company is in compliance in all material respects with applicable Legal Requirements (including any national, industry or company collective agreement, order or award) and agreements relating (i) to the employment of its employees, and (ii) to the proper withholding and remission to the proper tax authorities or to the proper withholding or contribution and remission to the proper pension or provident, life insurance, disability insurance, continuing education or other similar funds of all sums required to be withheld, contributed or remitted, legally or contractually.

(b) The Company is not a member in any employers' organization, and no claim or request has been made of the Company by any employers' organization. The Company is not a party to, or bound by, any collective bargaining agreement or arrangement or union contract or extension order (excluding such extension orders that may apply to all employers or employees in Israel in general) and no such collective bargaining agreement is being negotiated by the Company. No labor union or other representative organization has otherwise been certified or recognized as the collective bargaining representative of any employees of the Company or has applied to represent such employees or, to the Company's knowledge, is attempting to represent such employees.

2.12 Insurance. The Company has insurance coverage for the Business at a level that is reasonably adequate in view of the size and scope of the Business.

2.13 Related Party Transactions.

(a) Except for transactions in the ordinary course of business at arm's length, the Management Agreement, the Lending Banks Loans, the Institutional Lenders Loan, the Shareholder Loan and by virtue of Seller's holding of the Shares, to the Company's knowledge: (a) no Related Party has any direct or indirect interest in any material asset used in or otherwise relating to the Business; (b) no Related Party is indebted, directly or indirectly, to the Company in connection with the Business; and (c) no Related Party has entered into any material contract, transaction or business dealing related to the Business. For purposes of this Section 2.13, each of the following shall be deemed to be a "**Related Party**": (i) each Person that, directly or indirectly, has an equity interest in the Company; (ii) each individual who is an officer or director of the Company; (iii) each Family Member of each of the individuals referred to in clauses "(i)" and/or "(ii)" above.

(b) Other than the Management Agreement, the Lending Banks Loans, the Institutional Lenders Loan, the Shareholder Loan and by virtue of the holding of the Shares, Seller and Seller's Affiliates (excluding the Company or its Subsidiaries) are not parties to any material contract, transaction or business dealing with the Company or its Subsidiaries.

2.14 Legal Proceedings; Orders.

(a) There is no pending Legal Proceeding and, to the Company's knowledge, no Person has threatened in writing to commence any Legal Proceeding against the Company that would have a Material Adverse Effect.

(b) There is no order, writ, injunction, judgment or decree to which the Company, or any of the assets owned or used by the Company, is subject and that has any Material Adverse Effect.

2.15 Authority. The Company has the full corporate power and authority to enter into and to perform its obligations under this Agreement; and the execution, delivery and performance by the Company of this Agreement have been duly authorized by all necessary corporate or organizational action on the part of the Company. This Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

2.16 Non-Contravention; Consents. Other than the Regulatory Approvals, the Lending Banks Loans and the Institutional Lenders Loan, the execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby do not and will not violate or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default, or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit under (i) the corporate documents of the Company, (ii) any Legal Requirement or any order of any court or other Governmental Entity by which the Company or any of its material properties or assets is or are bound, and (iii) any provision of any agreement to which the Company is a party, in each of clauses (ii) and (iii), other than in a manner that would not have a Material Adverse Effect.

2.17 Brokers. No broker, finder or investment banker, for which the Company may be liable, is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company or any of its directors, officers, employees or agents.

2.18 Disclosure; Disclaimer. The Company acknowledges and agrees that Purchaser does not make and has not made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 4 hereof. The Company is aware of the significance of the transaction contemplated hereby to Purchaser and acknowledges that time is of the essence in consummating the transaction contemplated hereby.

Section 3. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to and for the benefit of Purchaser, as of the date hereof, other than as set out in the Disclosure Schedule delivered to Purchaser on the date hereof, as follows:

3.1 Due Organization; Etc. Seller is a corporation duly organized and validly existing under the laws of the State of Israel. Seller has all requisite corporate power and authority to own, lease and operate its properties and to carry on its businesses as now conducted.

3.2 Ownership of Shares; Title. Seller is the lawful owner, beneficially and of record of all of the Shares, and, subject to obtaining the Institutional Lenders Consent and the Lenders Banks Consents, shall transfer to Purchaser at the Closing, all of the Shares, free and clear of all Encumbrances or as contemplated hereunder. Seller does not own any other shares, options or other rights to subscribe for, purchase or acquire any securities of the Company from the Company or from any other Person.

3.3 Authority. Seller has the full corporate power and authority to enter into and to perform its obligations under this Agreement; and the execution, delivery and performance by Seller of this Agreement have been duly authorized by all necessary corporate or organizational action on the part of Seller. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

3.4 Non-Contravention; Consents. Other than the Regulatory Approvals, the Lending Banks Loans and the Institutional Lenders Loan, the execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not and will not violate or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default, or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit under (i) the corporate documents of Seller, and (ii) any Legal Requirement or any order of any court or other Governmental Entity by which Seller or any of its material properties or assets is or are bound, in each case, other than in a manner that would not have a material adverse effect on Seller's ability to consummate the transactions contemplated hereby.

3.5 Brokers. No broker, finder or investment banker, for which Seller may be liable, is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller or any of its directors, officers, employees or agents.

3.6 Disclosure; Disclaimer. Seller acknowledges and agrees that Purchaser does not make and has not made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 4 hereof. Seller is aware of the significance of the transaction contemplated hereby to Purchaser and acknowledges that time is of the essence in consummating the transaction contemplated hereby.

Section 4. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser represents and warrants to Seller, as of the date hereof, as follows:

4.1 Due Organization; Etc. Purchaser is a corporation duly organized and validly existing under the laws of the State of Israel. Purchaser has all requisite corporate power and authority to own, lease and operate its properties and to carry on its businesses as now conducted. The ultimate control of Purchaser is held by an Israeli citizen and resident in the manner required by applicable law to receive or maintain, directly and through the Company, the Licenses.

4.2 Authority. Purchaser has the full corporate power and authority to enter into and to perform its obligations under this Agreement; and the execution, delivery and performance by Purchaser of this Agreement have been duly authorized by all necessary corporate or organizational action on the part of Purchaser. This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

4.3 Non-Contravention; Consents. Other than the Regulatory Approvals, the execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby do not and will not violate or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default, or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit under (i) the corporate documents of Purchaser, or (ii) any Legal Requirement or any order of any court or other Governmental Entity by which Purchaser or any of its material properties or assets is or are bound, in each case, other than in a manner that would not have a material adverse effect on Purchaser's ability to consummate the transactions contemplated hereby.

4.4 Litigation. There is no judgment, decree or order against Purchaser that prevents, enjoins, or materially alters or delays the purchase of the Shares under this Agreement and the consummation of the transactions contemplated herein.

4.5 Financial Capability. Purchaser has access to, and at the Closing shall have, sufficient funds or commitments to pay in cash any and all amounts necessary to consummate the payments and transactions contemplated hereby, including the purchase of the Shares, and Purchaser acknowledges that any failure or delay to obtain financing necessary, if any, to consummate the transactions contemplated hereby shall not constitute a defense or condition precedent to its obligations hereunder.

4.6 Regulatory Approvals. Purchaser and its Affiliates and Representatives have had adequate opportunity to review the MoC Licenses and related regulations, and have received all information (legal, financial and otherwise) requested by them concerning the MoC Licenses and related regulations and all of the terms and conditions thereto.

4.7 Experience; Receipt of Information; Consultation with Advisers. Without prejudice to the representations and warranties of the Company and Seller herein, Purchaser acknowledges that it has voluntarily decided to enter into this Agreement, to consummate the transactions contemplated herein and hereby confirms that (i) it has had adequate opportunity to select and consult with its financial, tax, accounting and legal advisors regarding the terms, conditions, rights and obligations set forth in this Agreement, and (ii) it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks relating to acquiring the Shares and, by reason of its financial and business experience, it has the capacity to protect its interest in connection with the acquisition of such Shares.

4.8 Brokers. No broker, finder or investment banker, for which Purchaser may be liable, is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser or any of its directors, officers, employees or agents.

4.9 Disclosure; Disclaimer. Purchaser acknowledges and agrees that neither Seller nor the Company makes and has not made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Sections 2 and 3 hereof, including as to projections, forecasts or forward-looking statements. Without derogating from the foregoing or from the Company's and Seller's representations under Sections 2 and 3 hereof, or from Seller's indemnification under Section 10 hereof, Purchaser agrees that the Shares are purchased at the condition thereof on the Closing Date, whether or not any fact, act or circumstance of any nature whatsoever relating to the Company is different than expected by Purchaser, subject only to the Company's and Seller's representations under Sections 2 and 3 hereof. Without derogating from the Company's and Seller's representations under Sections 2 and 3 hereof, any materials and presentations made available to Purchaser or its affiliates or Representatives, do not, directly, or indirectly, and shall not be deemed to, directly or indirectly, contain representations or warranties of the Seller, the Company or any of their respective Affiliates or Representatives. Purchaser is aware of the significance of the transactions contemplated hereby to Seller and acknowledges that time is of the essence in consummating the transaction contemplated hereby.

Section 5. CERTAIN COVENANTS OF THE COMPANY AND SELLER.

5.1 Ordinary Course of Business. Except (i) as otherwise contemplated by this Agreement, (ii) as required by applicable Legal Requirements, (iii) as set forth in **Part 5.1** of the Disclosure Schedule or (iv) as consented to in writing by Purchaser (which consent shall not be unreasonably withheld, delayed or conditioned), and subject to any limitations under applicable Legal Requirements, during the period from the date of this Agreement through the Closing (the "**Pre-Closing Period**");

(a) the Company shall conduct its business and operations in the ordinary course and in substantially the same manner as such business and operations have been conducted prior to the date of this Agreement;

(b) the Company shall use reasonable commercial efforts to preserve intact its current business organization, keep available the services of its current employees and consultants, and maintain its relations and good will with all suppliers, customers, landlords, creditors, employees, consultants and other Persons having business relationships with the Company, all in the ordinary course of business;

(c) the Company shall not declare, accrue, set aside or pay any dividend or make any other distribution in respect of any shares of capital stock, and shall not repurchase, redeem or otherwise reacquire any shares of capital stock or other securities, and, other than management fees pursuant to the Management Services Agreement in an amount not to exceed NIS 15 million per year plus linkage to the Israeli consumer price index, shall not make any other payment (including any interest or any other payment with respect to the Shareholder Loan) to Seller or its Affiliates. For purposes of this clause (c), the term "Affiliates" shall not include the Company, its Subsidiaries or their respective directors and officers;

(d) the Company shall not sell, issue or authorize the issuance of (i) any capital stock or other security, (ii) any option or right to acquire any capital stock or other security, or (iii) any instrument convertible into or exchangeable for any capital stock or other security of the Company;

(e) the Company shall not amend or permit the adoption of any amendment to the Company's Articles of Association, or effect or permit the Company to become a party to any Acquisition Transaction, recapitalization, reclassification of shares, stock split, reverse stock split or similar transaction;

(f) the Company shall not make any sale, assignment, transfer, abandonment or other conveyance of any asset the value of which is NIS 100 million or more, except transactions pursuant to existing binding Contracts;

(g) the Company shall not enter into any material new customer, supplier, lease, reseller or distributor agreement other than in the ordinary course of business consistent with past practice;

(h) the Company shall not change the terms of any employment agreements or compensation practices with senior employees of the Company or make across-the-board changes in employment agreements or compensation practices or enter into any new (or amend any existing) employee benefit plan, program or arrangement, except in accordance with pre-existing contractual provisions or increases in the ordinary course that are consistent with past practice;

(i) the Company shall not enter into any transaction directly or indirectly with Seller or its Affiliates. For purposes of this clause (i), the term "Affiliates" shall not include the Company, its Subsidiaries or their respective directors and officers; and

(j) the Company shall not agree or commit to take any of the actions described in the clauses above.

5.2 No Control of Other Party: Procedures for Requesting Purchaser Consent.

(a) Without derogating from the foregoing, nothing in Section 5.1 is intended to inhibit or otherwise restrict the Company from conducting its business during the Pre-Closing Period in the ordinary course of business.

(b) Nothing contained in this Agreement is intended to give Purchaser, directly or indirectly, the right to control or direct the Company's or its Subsidiaries' operations prior to the Closing, and to give the Company, directly or indirectly, the right to control or direct Purchaser's operations. Prior to the Closing, each of the parties shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

(c) If the Company shall desire to take an action which would be prohibited pursuant to Section 5.1 hereof without the written consent of Purchaser, prior to taking such action, the Company may request such written consent by sending an e-mail or facsimile to the individuals whose names and contact information are set forth in Schedule 5.2 ("**Purchaser Contact Persons**"), and may not take such action until such consent in writing has been received from one of the Purchaser Contact Persons. Any request by the Company pursuant to this Section 5.2(c) shall be made in writing (including, by electronic mail or facsimile). Purchaser Contact Persons shall use commercially reasonable efforts to respond to such request in writing within three (3) Business Days of the receipt of such request. Notwithstanding anything to the contrary in this Section, the Company shall not be prohibited or otherwise restricted from taking any action that was requested by the Company in the manner set forth above and to which Purchaser did not object within the aforementioned three (3) Business Day-period.

Section 6. ADDITIONAL COVENANTS AND AGREEMENTS.

6.1 Filings and Consents.

(a) Purchaser shall, and shall cause its Affiliates to, and Seller and the Company shall, and shall cause their respective Affiliates to, (i) file and execute all applications legally required of such Person with the Israeli Antitrust Commissioner in connection with obtaining the Antitrust Approval, within 14 days of the date hereof, and (ii) provide all information required by the Israeli Antitrust Commissioner in connection with such filings in a timely manner.

(b) Purchaser shall, and shall cause its Affiliates to, (i) file within 14 days of the date hereof all applications legally required of such Person with (y) the MoC in connection with obtaining the MoC Approval, and (z) any other governmental authority required by applicable law in order to effect the transaction contemplated hereby ((y) and (z), together with the Antitrust Approval, collectively the "**Regulatory Approvals**"), and (ii) provide all information required by the MoC or other Governmental Authority in connection with such filings in a timely manner. In the event that any such filings are to be made by Seller or the Company, they shall do the same (i.e., make filings and provide information).

(c) Upon the terms and subject to the conditions set forth in this Agreement, the parties agree to use reasonable best efforts to obtain the Regulatory Approvals as soon as possible, to make such filings and notifications and respond to any requests for additional information made by an authority in a timely, complete and correct manner, and to comply with all applicable law and all requirements applicable to it of the MoC or the Israeli Antitrust Commissioner or other applicable agencies or regulatory authorities, as the case may be, to effect the transactions contemplated by this Agreement. Each of the parties further undertake not to, and shall exercise best efforts to cause any of its controlling shareholders and other Affiliates not to, take any action that would adversely affect its ability to effect the Closing in a timely manner or that would reasonably be expected to materially delay, impede or prevent receipt of any necessary Regulatory Approvals.

(d) Notwithstanding the foregoing, it is hereby agreed that Purchaser shall not be required to agree to conditions imposed by the Israeli Antitrust Commissioner and/or MoC and/or any other applicable regulatory authority, if any, which conditions are either (A) reasonably likely to have a Material Adverse Effect on the assets and operating profit of Purchaser, and its subsidiaries, taken as a whole, compared to the assets and operating profit as reflected in the unaudited financial statements of Purchaser for the period ended June 30, 2010; (B) provide for the sale of the Company's International Telephony Business; or (C) provide for the sale of the Company's ISP Business (the "**Special Regulatory Conditions**").

(e) Subject to any applicable Legal Requirement, Purchaser shall provide Seller and the Company with all material correspondence and material relevant information with respect to Regulatory Approvals; provided that any trade secrets or other confidential information shall be redacted from such updates and shall be provided to a third party trustee for safekeeping. Purchaser shall promptly notify Seller of any material written communication made to or received by such party or its Affiliates from the MoC or the Israeli Antitrust Commissioner or any other regulatory body regarding any of the transactions contemplated hereby; permit Seller to review in advance any material written communication to the MoC or the Israeli Antitrust Commissioner; and shall not agree to participate in any substantive meeting or discussion with or in the MoC or the Israeli Antitrust Commissioner in respect of any filing, investigation or inquiry concerning this Agreement or the transactions contemplated hereby unless, to the extent reasonably practicable and lawful, it consults with Seller in advance and, to the extent permitted and practicable, gives Seller the opportunity to attend, and furnish Seller with copies of all material correspondence, filings and written communications between them on one hand and the MoC or the Israeli Antitrust Commissioner or its respective staff on the other hand, with respect to this Agreement and the transactions contemplated hereby. This clause (f) shall apply to Seller and the Company, *mutatis mutandis*, in regard to the transaction contemplated hereby.

6.2 Public Announcements. During the Pre-Closing Period, (a) neither the Company nor Seller or Affiliates or Representatives thereof shall issue any press release or make any public statement regarding this Agreement, or regarding any of the transactions contemplated by this Agreement, without Purchaser's prior written consent, and (b) Purchaser shall not (and Purchaser shall not permit any of its Affiliates and Representatives to) issue any press release or make any public statement regarding this Agreement, or regarding any of the transactions contemplated by this Agreement, without Company's prior written consent. Notwithstanding the provisions of the preceding sentence, each party or any Affiliate thereof whose shares are publicly traded shall be permitted to issue any press release or make any public statement as is required by or (in its reasonable judgment) advisable in connection with any Legal Requirement, including, without limitation, Nasdaq rules, *provided that* it first consults with the other party hereto as to the timing and substance thereof. Each of Purchaser, the Company and Seller acknowledge that certain of the proceedings required to obtain consents to or approvals of the Transactions from Governmental Bodies are public, and consent to the filings and disclosures required during the Pre-Closing Period pursuant to Section 6.1 hereof notwithstanding anything to the contrary in this Section 6.2; *provided that* the parties hereto shall use their commercially reasonable efforts to cause the Governmental Bodies with which contacts may be made in order to obtain such consents or approvals to maintain the confidentiality of this Agreement and the Transactions to the fullest extent practicable. To the extent inconsistent with the provisions of this Section 6.2, the Non-Disclosure Agreement dated October 6, 2010 between the Company and Purchaser (the "**Confidentiality Agreement**") is expressly superseded hereby and shall be deemed amended to conform hereto. In addition, the parties agree that, by virtue of execution of this Agreement, they agree that the Confidentiality Agreement shall be construed as a mutual confidentiality agreement.

6.3 Reasonable Best Efforts.

(a) During the Pre-Closing Period, (a) Seller and the Company shall use its reasonable best efforts to cause the conditions set forth in Section 7 to be satisfied on a timely basis, and (b) Purchaser shall use its reasonable best efforts to cause the conditions set forth in Section 8 to be satisfied on a timely basis.

(b) Without derogating from the generality of clause (a), other than the closing conditions set forth in Sections 7 and 8 hereof, the absence of any consent, approval or authorization of any third party for the transactions contemplated hereby shall not constitute a condition precedent for Closing, a ground for terminating or not consummating this Agreement or the transactions contemplated hereby, or a breach of this Agreement.

(c) Without derogating from the generality of clause (a), as promptly as practicable after the execution of this Agreement, Seller and the Company shall seek to obtain the consent of the Institutional Lenders (the "**Institutional Lenders Consent**") to the removal of the Institutional Lenders Pledges and the cancellation of the Institutional Lenders loan agreement dated January 31, 2010, to the extent it relates to the Company and the removal of the Company as a party from such agreement at, and subject to, the Closing. Purchaser undertakes to cooperate with Seller and the Company in that regard, including by way of executing appropriate pay-off letters to the benefit of the Institutional Lenders.

(d) Without derogating from the generality of clause (a), as promptly as practicable after the execution of this Agreement, the parties shall seek to obtain the consent of Lending Banks to the transactions contemplated hereunder and the removal of the Lending Banks Pledges at, and subject to, the Closing (the "**Lenders Bank Consent**"). Purchaser undertakes to cooperate with Seller and the Company in that regard, including by way of executing appropriate documentation that would grant the Lending Banks the same level of the Lending Banks Pledges (including guarantees and other forms of security satisfactory to the Lending Banks); *provided that*, subject to Purchaser's compliance with this Section 6.3, Purchaser shall not be required to consent to acceleration of the Lending Banks Loan. Purchaser may, upon written notice to Seller and the Company of at least thirty (30) days prior to Closing, elect to have the Company prepay, at and subject to Closing, the Lending Banks Loans and, subject to any consent, if required, of the Lending Banks, the Company shall do so at Closing with, and subject to, the full cooperation of Purchaser (including arranging for a replaced financing to the Company, if needed). In such case, Purchaser further acknowledges that any prepayment commission or penalty imposed by the Lending Banks shall be its (or, post Closing, the Company's) sole responsibility and, for the sake of clarity, shall not be reduced from the Consideration.

(e) Without derogating from the generality of clause (a), Seller and the Company shall use best efforts to obtain the consents set forth under the second and third bullets of **Part 2.16(A)** of the Disclosure Schedule.

6.4 Tax Liability. Each party shall be solely responsible for all its respective tax obligations deriving from the transactions contemplated in this Agreement.

6.5 Notification. During the Pre-Closing Period, the Company and Seller shall promptly notify Purchaser, and Purchaser shall promptly notify the Company and Seller, in writing of the discovery of any of the following: (i) any event, condition, fact or circumstance that occurred or existed on or prior to the date of this Agreement and that caused or constitutes a material inaccuracy in or breach of any representation or warranty made by the relevant party in this Agreement; (ii) any event, condition, fact or circumstance that occurs, arises or exists after the date of this Agreement and that causes or constitutes, or could reasonably be seen as likely to cause or constitute, a material inaccuracy in or breach of any representation or warranty made by the relevant party in this Agreement; (iii) any breach of any material covenant or obligation of the relevant party; and (iv) any event, condition, fact or circumstance that would make the timely satisfaction of any of the conditions set forth in Section 7 or 8 impossible, unlikely or postponed.

6.6 Information Rights. Purchaser shall cause the Company, and the Company shall, at the request of Seller and at its reasonable expense (if such information is not readily prepared by Purchaser due to its own internal or legal requirements), promptly prepare and furnish (and, where applicable, cause its accountants to prepare and furnish), such information (including audited consolidated yearly financial statements and quarterly reviewed financial statements, if required) relating to the financial condition, business and corporate affairs of the Company as Seller may from time to time request in order to comply (including by way of making public filings of such information and reports) with applicable legal requirements (including securities and stock exchange rules and guidance from the applicable authority or regulator)) that apply to Seller or its Affiliates. Without derogating from and subject to the foregoing, Purchaser shall cause the Company, and the Company shall, at Seller's reasonable expense, prepare and furnish the information relating to subsequent events, including discussions with management, management representation, representation from the current auditors, all in order to and to the extent required to enable Seller and its auditors to comply with Legal Requirements.

6.7 Retention Plan of Senior Executives. At, but subject to, Closing, Seller undertakes to transfer to the Company or to Purchaser, at Purchaser's discretion, the amount specified, and to be used by Purchaser and the Company, in accordance with, **Part 6.7** of the Disclosure Schedule.

Section 7. CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER.

The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or prior to the Closing, of each of the following conditions any or all of which may be waived in writing by Purchaser:

7.1 Approval of (i) the MoC of the transactions contemplated hereby, either by the transfer of the existing Licenses to Purchaser or the grant of new licenses that permit the Business to continue to be operated or the consent for the contemplated change of control (the "**MoC Approval**"), (ii) the Israeli Antitrust Commissioner of the transactions contemplated hereby (the "**Antitrust Approval**"), and (iii) any other material Governmental Authorization necessary to effect the transaction contemplated by this Agreement (the "**Closing Regulatory Approvals**"), shall have been duly obtained and shall be in full force and effect on the Closing Date.

7.2 No temporary restraining order, preliminary or permanent injunction, judgment or other order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition preventing the consummation of the transactions contemplated hereby shall be in force.

7.3 All of the covenants and obligations that the Company and/or Seller are required to comply with or to perform at or prior to the Closing shall have been complied with and performed in all material respects.

7.4 The following consents shall have been duly obtained: (i) the Lenders Bank Consent and (ii) the Institutional Lenders Consent and the Institutional Lenders loan agreement dated January 31, 2010, shall be cancelled, to the extent it relates to the Company and the Company shall be removed as a party from such agreement.

7.5 Purchaser shall have received the following documents, each of which shall be in full force and effect: (i) written resignations of all directors of the Company, effective as of the Closing Date; and (ii) duly executed share transfer deed for transfer of Shares to Purchaser.

Section 8. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER AND THE COMPANY.

The obligations of Seller and the Company to consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or prior to the Closing, of the following conditions any or all of which may be waived in writing by Seller:

8.1 The Closing Regulatory Approvals shall have been duly obtained and shall be in full force and effect on the Closing Date.

8.2 No temporary restraining order, preliminary or permanent injunction, judgment or other order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition preventing the consummation of the transactions contemplated hereby shall be in force.

8.3 All of the covenants and obligations that Purchaser is required to comply with or to perform at or prior to the Closing shall have been complied with and performed in all material respects.

8.4 The following consents shall have been duly obtained: (i) the Lenders Bank Consent and (ii) the Institutional Lenders Consent.

8.5 Subject to Closing, Seller and its Affiliates shall have been released of, and Purchaser assumed, all of the guarantees specified in **Part 8.5** of the Disclosure Schedule.

Section 9. TERMINATION.

9.1 Termination Events. This Agreement may be terminated prior to the Closing:

(a) By either the Company and Seller or by Purchaser if a court of competent jurisdiction shall have issued an order, decree or ruling or taken any other action (which order, decree or ruling the parties hereto shall use their best efforts to lift) and such was not at the request of the party seeking termination of the Agreement, in each case permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and such order, decree, ruling or other action shall have become final and nonappealable; or

(b) by Purchaser if the Closing has not taken place on or before December 31, 2010 (the "**Initial End Date**", as may be extended by Seller pursuant to clause (c) below); *provided however*, that Purchaser may extend the Initial End Date to February 15, 2011 by written notice to Seller if and only if the extension notice is delivered no later than December 15, 2010; *provided further however* that the right of Purchaser to terminate this Agreement under this Section (or to extend the Initial End Date) shall not be available if Closing shall not have occurred as a result of any material failure on the part of Purchaser to comply with or perform any covenant or obligation of Purchaser set forth in this Agreement; or

(c) by Seller and the Company if the Closing has not taken place on or before Initial End Date (as may be extended by Purchaser pursuant to clause (b) above); *provided however*, that Seller and the Company may extend the Initial End Date to February 15, 2011 by written notice to Purchaser if and only if the extension notice is delivered no later than December 15, 2010; *provided further however* that the right of Seller and Purchaser to terminate this Agreement under this Section (or to extend the Initial End Date) shall not be available if Closing shall not have occurred as a result of any material failure on the part of Seller or the Company to comply with or perform any covenant or obligation of Seller or the Company set forth in this Agreement; or

(d) by the mutual written consent of the parties; or

(e) by Purchaser, if the Company or Seller shall materially breach any obligation or agreement hereunder such that (and only if) the conditions referred to in Section 7 would not be satisfied and such breach shall not have been cured within seven (7) business days following written notice of such breach, *provided* that the right to terminate this Agreement by Purchaser under this Section 9.1(e) shall not be available where Purchaser is at that time in material breach of this Agreement;

(f) by Seller, if Purchaser shall materially breach any obligation or agreement hereunder such that (and only if) the conditions referred to in Section 8 would not be satisfied and such breach shall not have been cured within seven (7) business days following written notice of such breach, *provided* that the right to terminate this Agreement by Seller under this Section 9.1(f) shall not be available where Seller or the Company is at that time in material breach of this Agreement; or

(g) by Purchaser, if (i) all of the Closing Regulatory Approvals shall have been obtained prior to the Initial End Date (as may be extended hereunder) but any of which contains any of the Special Regulatory Conditions; or (ii) any of the Closing Regulatory Approvals shall have not been obtained prior to the Initial End Date (as may be extended hereunder) (i.e., the applicable Governmental Body has declined to issue the Closing Regulatory Approvals); *provided* that the right to terminate this Agreement by Purchaser under this Section 9.1(g)(ii) shall not be available where the applicable Governmental Authority has declined to issue the applicable Closing Regulatory Approval due to Purchaser's breach of its undertakings in Section 6.1 of this Agreement.

9.2 Termination Procedures. If Purchaser wishes to terminate this Agreement pursuant to Section 9.1(a), Section 9.1(b), Section 9.1(e) or Section 9.1(g), Purchaser shall deliver to Seller and the Company a written notice stating that Purchaser is terminating this Agreement and setting forth a brief description of the basis on which Purchaser is terminating this Agreement. If Seller wishes to terminate this Agreement pursuant to Section 9.1(a), Section 9.1(c) or Section 9.1(f), Seller shall deliver to Purchaser a written notice stating that Seller is terminating this Agreement and setting forth a brief description of the basis on which Seller is terminating this Agreement.

9.3 Effect of Termination.

(a) General. If this Agreement is duly terminated pursuant to Section 9.1, all further obligations of the parties under this Agreement shall terminate; *provided, however*, that: (a) neither the Company nor Purchaser nor Seller shall be relieved of any obligation or liability arising from any prior breach by such party of any provision of this Agreement; (b) the parties shall, in all events, remain bound by and continue to be subject to the provisions set forth in Section 11; and (c) the parties shall, in all events, remain bound by and continue to be subject to Sections 9 and 11 and the Confidentiality Agreement.

(b) Release of Deposit to Seller. The parties agree that if the Closing Regulatory Conditions have been obtained without any Special Conditions and Purchaser determines to terminate this Agreement pursuant to Section 9, then, in view of the difficulty of estimating with exactness the Damages to Seller or the Company which will result from any such termination, the parties agree that as liquidated damages, and not as a penalty but as sole and exclusive remedy to Seller and the Company, solely with respect to Purchaser's compliance with Section 6.1 of this Agreement and obtaining the Closing Regulatory Approvals, that Seller shall keep and have full title of the full amount of the Deposit and all interest accrued thereon and Purchaser shall have no title or claim in the Deposit, without however, having the need to prove any actual damages incurred by Seller or the Company, and the parties hereby acknowledge that such liquidated damages are reasonable to cover such potential Damages solely in respect of non-compliance of Purchaser with Section 6.1 of this Agreement and obtaining the Closing Regulatory Approvals, and Purchaser hereby waives any right or claim in respect thereto.

(c) Release of Deposit to Purchaser. The parties agree that if this Agreement is duly terminated for any reason other than Section 9.3(b), then Seller shall within three (3) business days release the Deposit to Purchaser and Purchaser shall have full title of the full amount of the Deposit and Seller shall have no title or claim in the Deposit.

Section 10. INDEMNIFICATION, ETC.

10.1 Survival of Representations, Etc.

(a) The representations and warranties made by the Company and Seller hereunder shall survive the Closing and shall expire twelve (12) months following the Closing Date (the "**Termination Date**"); *provided, however*, that if, at any time prior to the Termination Date, any Purchaser Indemnitee delivers to Seller a written notice alleging the existence of an incompleteness of, inaccuracy in or a breach of any of the representations and warranties made by the Company or Seller (and setting forth in reasonable detail the basis for such Purchaser Indemnitee's belief that such an incompleteness, inaccuracy or breach may exist) and asserting a claim for recovery this Section 10 based on such alleged incompleteness, inaccuracy or breach, then the claim asserted in such notice shall survive the Termination Date until such time as such claim is fully and finally resolved; *provided, further*, that a claim for recovery in connection therewith, if not resolved by mutual consent, must be filed with a competent court by the Purchaser Indemnitee within ninety (90) days after the Termination Date.

(b) The representations and warranties made by Purchaser hereunder shall survive the Closing and shall expire on the Termination Date; *provided, however*, that if, at any time prior to the Termination Date, Seller delivers to Purchaser a written notice alleging the existence of an inaccuracy in or a breach of any of the representations and warranties made by Purchaser (and setting forth in reasonable detail the basis for Seller's belief that such an inaccuracy or breach may exist) and asserting a claim for recovery under this Section 10 based on such alleged inaccuracy or breach, then the claim asserted in such notice shall survive the Termination Date until such time as such claim is fully and finally resolved; *provided, further*, that a claim for recovery in connection therewith, if not resolved by mutual consent, must be filed with a competent court by the Purchaser Indemnitee within ninety (90) days after the Termination Date.

10.2 Indemnification.

(a) From and after the Closing Date (but subject to the time limitations set forth in Section 10.1(a)), the Purchaser Indemnitees may seek indemnification from Seller, and Seller shall be obligated to pay indemnification for any Damages that are suffered or incurred by any of the Purchaser Indemnitees or to which any of them has otherwise become subject and which arise from or as a result of: (i) any inaccuracy in or breach of any representation or warranty by the Company or Seller hereunder; (ii) any failure to comply with, or breach of any covenant or obligation of the Company or Seller or any of the Company's or Seller's respective obligations pursuant to the Transactions; or (iii) any Legal Proceeding relating to any inaccuracy, failure or breach referred to above (including any Legal Proceeding commenced by any Purchaser Indemnitee for the purpose of enforcing any of its rights under this Section 10); *provided, however*, that (A) no Purchaser Indemnitee shall be entitled to any such indemnification unless and until the Damages sought by all Purchaser Indemnitees exceed twenty five million NIS (NIS 25,000,000) (the "**Indemnity Basket**") in the aggregate, whereupon indemnification may be sought by Purchaser to the full extent of all such Damages (including the first NIS of the Indemnity Basket); (B) Seller shall not be obligated to pay indemnification in the aggregate in excess of six hundred and fifty million NIS (NIS 650,000,000) (the "**Indemnity Cap**"); (C) each Damage for which a Purchaser Indemnitee is entitled to recovery under this Section 10 shall be reduced by (and if a claim for Damage has already been made and an amount therefor received from Seller, shall reimburse to Seller) the amount of any insurance proceeds that the Purchaser Indemnitee actually receives with respect to such Damage, net of any deductibles; and (D) if a Purchaser Indemnitee shall be entitled to receive proceeds from a third party (not affiliated with Purchaser) that are intended to cover a Damage for which a Purchaser Indemnitee seeks Damages hereunder, the Purchaser Indemnitee shall reimburse Seller for such payment, net of any expenses (including those related to collecting such proceeds from the third party) up to the lesser of (i) the amount of proceeds received from Seller on account of such Damage and (ii) the amount collected from the third party in respect of such Damage; provided that Purchaser Indemnitee shall not have an obligation to commence legal proceeding against such third party if it has duly assigned or subrogated such cause(s) of action to Seller prior thereto in a manner that shall not prejudice such Purchaser Indemnitee's rights.

(b) From and after the Closing Date (but subject to the time limitations set forth in Section 10.1(b)), Seller may seek from Purchaser, and Purchaser shall be obligated to pay, indemnification for any Damages that are suffered or incurred by a Seller Indemnitee or to which such Seller Indemnitee may otherwise become subject and which arise from or as a result of: (i) any inaccuracy in or breach of any representation or warranty by Purchaser hereunder; (ii) any failure to comply with, or breach of any covenant or obligation of Purchaser, or any of Purchaser's obligations pursuant to the Transactions or the other transactions contemplated by this Agreement; or (iii) any Legal Proceeding relating to any inaccuracy, failure or breach referred to above (including any Legal Proceeding commenced by such Seller Indemnitee for the purpose of enforcing any of its rights under this Section 10); *provided, however*, that (A) no Seller Indemnitee shall be entitled to any such indemnification unless and until the Damages sought by all Seller Indemnitees exceed the Indemnity Basket in the aggregate, whereupon indemnification may be sought by Seller to the full extent of all such Damages (including the first NIS of the Indemnity Basket); (B) Purchaser shall not be obligated to pay indemnification in the aggregate in excess of the Indemnity Cap; (C) each Damage for which a Seller Indemnitee is entitled to recovery under this Section 10 shall be reduced by (and if a claim for Damage has already been made and an amount therefor received from Purchaser, shall reimburse to Purchaser) the amount of any insurance proceeds that the Seller Indemnitee actually receives with respect to such Damage, net of any deductibles; and (D) if a Seller Indemnitee shall be entitled to receive proceeds from a third party (not affiliated with Seller) that are intended to cover a Damage for which a Seller Indemnitee seeks Damages hereunder, the Seller Indemnitee shall reimburse Purchaser for such payment, net of any expenses (including those related to collecting such proceeds from the third party) up to the lesser of (i) the amount of proceeds received from Purchaser on account of such Damage and (ii) the amount collected from the third party in respect of such Damage; provided that Seller Indemnitee shall not have an obligation to commence legal proceeding against such third party if it has duly assigned or subrogated such cause(s) of action to Purchaser prior thereto in a manner that shall not prejudice such Seller Indemnitee's rights.

10.3 Defense of Third Party Claims. In the event of the assertion or commencement by any Person of any claim or Legal Proceeding (whether against the Company, against Purchaser or against any other Person) with respect to which any of the Purchaser Indemnitees or Seller Indemnitees shall have the right to seek indemnification pursuant to this Section 10, the indemnifying party shall have the right, at its election, to proceed with the defense of such claim or Legal Proceeding on its own, with counsel reasonably satisfactory to the party entitled to indemnification. If such party so proceeds with the defense of any such claim or Legal Proceeding:

- (a) all reasonable expenses relating to the defense of such claim or Legal Proceeding shall be borne and paid by the indemnifying party;
- (b) the indemnifying party shall have the right to settle, adjust or compromise such claim or Legal Proceeding with the consent of party entitled to indemnification; *provided, however*, that such consent shall not be unreasonably withheld.

Each party seeking indemnification shall give the indemnifying party prompt notice of the commencement of any such Legal Proceeding against Purchaser, Seller or the Company (as applicable); *provided, however*, that any failure to do so shall not limit any of the rights of the indemnitees under this Section 10 (except to the extent such failure materially prejudices the defense of such Legal Proceeding).

10.4 Exercise of Remedies by Third Parties. No Person who is not a party to this Agreement (or any successor thereto or assign thereof) shall be permitted to assert any indemnification claim or exercise any other remedy under this Agreement unless the applicable party to this Agreement (or any successor thereto or assign thereof) shall have consented to the assertion of such indemnification claim or the exercise of such other remedy.

10.5 Sole Remedy. From and after the Closing, the rights of the parties under this Section 10 shall be the sole and exclusive remedy of the parties with respect to claims resulting from or relating to any representation, warranty, covenant or agreement contained in this Agreement. Notwithstanding the above, each party hereto shall be (a) entitled to seek any available remedy of law or equity (including rescission or restitution) with respect to fraud and/or willful misconduct, (b) entitled to seek injunctive relief to enjoin the breach, or threatened breach, of any provision of this Agreement, and (c) entitled to seek the equitable remedy of specific performance in connection with this Agreement.

10.6 Representations not a Closing Condition. Without derogating from Purchaser's right to seek Damages pursuant to this Agreement, it is hereby clarified and agreed that completeness or accuracy of any of the representations and warranties made by the Company or Seller hereunder are not, and shall not be deemed to be, a closing condition of Purchaser and a breach of Sections 2 or 3 hereof shall not be a ground for terminating or not consummating this Agreement or the transactions contemplated hereby.

Section 11. MISCELLANEOUS PROVISIONS.

11.1 Entire Agreement. This Agreement and the other agreements referred to herein set forth the entire understanding of the parties hereto relating to the subject matter hereof and thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter hereof and thereof; *provided, however*, that, except as expressly provided in Section 6.2 above, the Confidentiality Agreement shall not be superseded by this Agreement and shall remain in effect in accordance with its terms until the earlier of (a) the Closing Date, or (b) the date on which such Confidentiality Agreement is terminated in accordance with its terms.

11.2 Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

11.3 Fees and Expenses. Except as provided otherwise in this Agreement, each party to this Agreement shall bear and pay all fees, costs and expenses (including legal fees and accounting fees) that have been incurred or that are incurred by such party in connection with the transactions contemplated by this Agreement, including all fees, costs and expenses incurred by such party in connection with or by virtue of (a) the investigation and review conducted with respect to the other party's business (and the furnishing of information to in connection with such investigation and review), (b) the negotiation, preparation and review of this Agreement (including the Disclosure Schedule) and all agreements, certificates, opinions and other instruments and documents delivered or to be delivered in connection with the transactions contemplated by this Agreement, and (c) the preparation and submission of any filing or notice required to be made or given in connection with any of the transactions contemplated by this Agreement, and the obtaining of any Consent required to be obtained in connection with any of such transactions.

11.4 Attorneys' Fees. If any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

11.5 Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by facsimile) to the address or facsimile telephone number set forth beneath the name of such party below (or to such other address or facsimile telephone number as such party shall have specified in a written notice given to the other parties hereto):

if to Purchaser and, after Closing, the Company:

Partner Communications Company Ltd.
8 Amal Street, Afek Industrial Park
Rosh Ha'ayin 48103, Israel
Fax: 972-54-781-5951
Attention: Emanuel Avner, VP, Chief Financial Officer

with a copy to (which shall not constitute notice):

Yossi Avraham, Arad & Co.
3 Daniel Ferisch Street
Tel-Aviv 64731, Israel
Fax: 972-3-6963801
Attention: Yossi Avraham, Adv.

if to Seller and, until Closing, the Company:

Merhav Ampal Energy Ltd.
Abba Eban 10
Ackerstein Towers, Building C
Herzlia Pituach 46733, Israel
Facsimile: +972-9-952-6001
Attn: Yoram Firon, VP
with a copy to (which shall not constitute notice):

Goldfarb, Levy, Eran, Meiri, Tzafrir & Co.
2 Weizmann Street
Tel-Aviv 64239, Israel
Facsimile: 972-3-608-9908
Attention: Erez Altit, Adv.; Ido Zemach, Adv.

or such other address with respect to a party as such party shall notify each other party in writing as above provided. Any notice sent in accordance with this Section 11.5 shall be effective (i) if mailed, three (3) business days after mailing, (ii) if sent by messenger, upon delivery, and (iii) if sent via telecopier, upon transmission and electronic confirmation of receipt or (if transmitted and received on a non-business day) on the first business day following transmission and electronic confirmation of receipt.

11.6 Headings. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

11.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

11.8 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof.

11.9 Jurisdiction. Each party hereby irrevocably submits to the exclusive jurisdiction of the Tel Aviv Court for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents) and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

11.10 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns (if any). Neither party may assign any of its rights under this Agreement to any other Person without obtaining the consent or approval of the other parties hereto.

11.11 Remedies; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any remedy will not preclude the exercise of any other remedy. The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled (without any requirement to post a bond or other security) to seek one or more injunction or other equitable remedies to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at Law or in equity.

11.12 Waiver.

(a) No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

11.13 Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all parties hereto

11.14 Severability. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

11.15 Parties in Interest. Except for the provisions of Section 10, none of the provisions of this Agreement are intended to provide any rights or remedies to any Person other than the parties hereto and their respective successors and assigns (if any).

11.16 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation".

(d) Except as otherwise indicated, all references in this Agreement to "Sections", "Schedules" and "Exhibits" are intended to refer to Sections of this Agreement and Schedules and Exhibits to this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Share Purchase Agreement to be executed and delivered as of the date first above written.

Partner Communications Company Ltd.

By: _____
Name: _____
Title: _____

Merhav Ampal Energy Ltd.,

By: _____
Name: _____
Title: _____

012 Smile Telecom Ltd.

By: _____
Name: _____
Title: _____

EXHIBIT A

CERTAIN DEFINITIONS

For purposes of the Agreement (including this Exhibit A):

Acquisition Transaction. "Acquisition Transaction" shall mean any transaction involving:

- (a) the sale, license, disposition or acquisition of all or substantially all of the Company's business or assets;
- (b) the issuance, disposition or acquisition of (i) any share capital or other equity security of the Company, (ii) any option, call, warrant or right (whether or not immediately exercisable) to acquire any share capital or other equity security of the Company, or (iii) any other security, instrument or obligation that is or may become convertible into or exchangeable for any capital stock or other equity security of the Company; or
- (c) any merger, consolidation, business combination, reorganization or similar transaction involving the Company.

Affiliate. An "Affiliate" of a specified Person shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For this purpose, "control," shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" shall mean the Agreement to which this Exhibit A is attached (including the Disclosure Schedule and other Schedules and Exhibits thereto), as it may be amended from time to time.

Business. "Business" shall mean (i) the business of outgoing and incoming international telephony services, of hubbing services, and of international calling card services and any other operations and activities conducted by the Company, including other data and other related services, pursuant to the Company's international services license dated December 31, 2009¹ and the Company's international services licence in the Judea and Samaria region, dated February 18, 2008 (the "**International Telephony Business**"); (ii) the business of local telephony using VoB access and local telephony using dedicated lines based on PRI services and any other operations and activities conducted by the Company and its subsidiary pursuant to the domestic fixed-line license, dated December 15, 2005 and the Company's domestic fixed-line licence in the Judea and Samaria region, dated February 18, 2008 (the "**Land Line Business**"); (iii) the business of the ADSL/cable/dial-up Internet and access services, the value-added services and the WiFi services and any other operations and activities, including all other related services, conducted by the Company pursuant to its internet access license dated December 31, 2009² and the Company's internet access licence in the Judea and Samaria region, dated February 18, 2008 (the "ISP Business"); and (iv) the business related to end-point network services (and any other operations and activities conducted by the Company pursuant to the network end-point licence, dated December 31, 2009³, of the Company), and the VoBoC and WIMAX experimental services of the Company and 012 Telecom Ltd. (the "Other Business"). On August 26, 2010, 012 Mobile, Limited Partnership has applied to the Ministry of Communication for an MVNO Licence which application is currently in process. The partners in 012 Mobile, Limited Partnership are: the Company (Limited Partner) and 012 Mobile GP Ltd. (General Partner) who is wholly owned by the Company.

¹ The Licence entered into force on January 31, 2010.

² The Licence entered into force on January 31, 2010.

³ The Licence entered into force on January 31, 2010.

Consent. "Consent" shall mean any approval, consent, ratification, permission, waiver or authorization (including any Governmental Authorization).

Contract. "Contract" shall mean any written, oral or other agreement, contract, subcontract, lease, understanding, instrument, note, warranty, insurance policy, benefit plan or legally binding commitment or undertaking of any nature.

Damages. "Damages" shall include any loss, damage, injury, liability, claim, demand, settlement, judgment, award, fine, penalty, Tax, fee (including reasonable attorneys' fees), charge, cost (including costs of investigation) or expense of any nature.

Disclosure Schedule. "Disclosure Schedule" shall mean the schedule titled "Disclosure Schedule" (dated as of the date of the Agreement) delivered to Purchaser on behalf of the Company and Seller.

Encumbrance. "Encumbrance" shall mean any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim, option, right of first refusal, preemptive right, or restriction of any nature (including any restriction on the voting of any security).

Entity. "Entity" shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

Family Member. "Family Member" shall mean, in respect of a natural Person, (i) a spouse of such Person; (ii) a descendant of such Person or of a such Person's spouse; (iii) such Person's antecedent; (iv) such Person's brother or sister, or (v) a spouse of any of the Persons referred to in clauses (ii), (iii), (iv) or (v) above.

GAAP. "GAAP" shall mean generally accepted accounting principles in the United States or, as applicable, Israel, applied on a consistent basis.

Governmental Authorization. "Governmental Authorization" shall mean any: permit, license, certificate, franchise, permission, clearance, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

Governmental Body. "Governmental Body" shall mean any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Entity and any court or other tribunal).

Institutional Lenders Loan. "Institutional Lenders Loan" shall mean the loan pursuant to that Loan Agreement, dated January 31, 2010, between Seller, the Company, Harel Insurance Company Ltd. and its affiliates and Menora Mivtachim Insurance Ltd. and its affiliates.

Institutional Lenders Pledges. "Institutional Lenders Pledges" shall mean the (i) first priority fixed pledge on the Shares, (ii) the second priority floating charge on the assets of the Company, and (iii) the other security interests imposed pursuant to the Institutional Lenders Loan.

Knowlegde. "Knowledge," "to its knowledge" and similar expressions shall mean, with respect to any Entity, with respect to any fact, circumstance, event or other matter in question, (i) in the case of Seller or the Company, the actual knowledge of the executive officers listed on **Part 1.1** of the Disclosure Schedule after reasonable and diligent inquiry of those persons in the Entity that have principal responsibility over the subject matter in question, and (ii) in the case of Purchaser, the actual knowledge of the executive officers of Purchaser after reasonable and diligent inquiry of those persons in Purchaser that have principal responsibility over the subject matter in question.

Legal Proceeding. "Legal Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

Legal Requirement. "Legal Requirement" shall mean any federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

Lending Banks Loan. "Lending Banks Loan" shall mean the loan granted to the Company under that Credit Agreement, dated January 31, 2010, between the Company, Bank Leumi Le-Israel B.M. and Israel Discount Bank Ltd.

Lending Banks Pledges. "Lending Banks Pledges" shall mean the security interests imposed pursuant to that Lending Banks Loan.

Management Services Agreement. "Management Services Agreement" shall mean that certain Management Services Agreement dated April 29, 2010, by and between the Seller and the Company.

Material Adverse Effect. A "Material Adverse Effect" shall mean a material adverse effect on the business, operations, assets, liabilities, condition (financial or otherwise) or financial performance or results of the Company and its subsidiaries, taken as a whole, other than (a) changes in general economic or political conditions or financial credit or securities markets in general (including changes in interest or exchange rates) whether worldwide or in any country or region in which the Company or its Subsidiaries conduct a material portion of their business, (b) any changes in the industries in which the Company and its Subsidiaries operate, (c) any changes in GAAP occurring after the date of this Agreement, (d) any changes in Laws applicable to the Company or any of its Subsidiaries or any of their respective properties or assets, in each case, occurring after the date of this Agreement; (e) acts of war, armed hostilities or terrorism or any escalation or worsening of any acts of war, armed hostilities or terrorism, (f) effects resulting from the negotiation, announcement or performance of this Agreement and the Transactions (including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, vendors, employees or venture partners), (g) any failure to meet internal or published projections, forecasts, or revenue or earning predictions for any period; (h) any litigation arising from allegations of a breach of fiduciary duty or other violation of applicable Law relating to this Agreement; and (i) any action taken by the Company at the request of Purchaser or contemplated hereunder.

MoC. "MoC" shall mean the Israeli Ministry of Communications.

MoC Licenses. "MoC Licenses" shall mean the following licenses granted by the MoC to the Company and/or its Affiliates, as amended from time to time: (i) International telephony license (general license), (ii) VoB and DFL license (general specific license), (iii) ISP license (specific license), (iv) Endpoint Network Services, (v) VoBoC experimental license.

Person. "Person" shall mean any individual, Entity or Governmental Body.

Permitted Encumbrances. "Permitted Encumbrances" means: (A) statutory liens for taxes not yet due and payable; (B) statutory liens to secure obligations to landlords, lessors or renters under leases or rental agreements which obligations are not yet due; (C) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance or similar programs mandated by applicable law; (D) statutory liens in favor of carriers, warehousemen, mechanics and materialmen, to secure claims for labor, materials or supplies and other like liens incurred in the ordinary course of business and not yet due; (E) liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods not yet due and payable; (F) non-exclusive object code licenses of software in the ordinary course of business; and (G) rights of third parties that are inherent to assets (such as software licenses, leased cars, contractual rights, etc.); *provided, however*, that Permitted Encumbrances shall not, for the avoidance of doubt, include liens created for the benefit of financial institutions.

Purchaser Indemnitees. "Purchaser Indemnitees" shall mean the following Persons: (a) Purchaser and its Affiliates; (b) Purchaser's successors and assigns; and (c) the Representatives of the Purchaser.

Representatives. "Representatives" shall mean officers, directors, agents, attorneys, accountants, advisors and representatives.

Seller Indemnitees. "Seller Indemnitees" shall mean the following Persons: (a) Seller and its Affiliates; (b) Seller's successors and assigns; and (c) the Representatives of the Seller.

Shareholder Loan. "Shareholder Loan" shall mean the outstanding amount and accrued interest of the loan granted by Seller to the Company pursuant to the loan agreement, dated April 29, 2010, including Seller's contractual rights thereunder.

Subsidiary. "Subsidiary" shall mean a corporation, partnership, limited liability company, or other entity of which an entity directly or indirectly owns or Controls (i) a majority of the voting securities; or (ii) interests that are sufficient to elect or appoint a majority of the Board of Directors or other comparable organ of such Person. "Control" for this purpose shall mean the ability, directly or indirectly, to direct the activities of the relevant entity, including, without limitation, the holding of (i) more than 50% of the issued share capital, or (ii) such share capital as carries directly or indirectly, more than 50% of the shareholder votes in a general meeting or the ability to appoint or elect more than 50% of the directors or equivalent of such entity.

Tax. "Tax" shall mean any tax (including any income tax, franchise tax, capital gains tax, gross receipts tax, value-added tax, surtax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, withholding tax or payroll tax), levy, assessment, tariff, duty (including any customs duty), deficiency or fee, and any related charge or amount (including any fine, penalty or interest), imposed, assessed or collected by or under the authority of any Governmental Body.

Tax Returns. "Tax Returns" shall mean returns, reports and information statements with respect to Tax required to be filed by or on behalf of the Company with the Israel Income Tax Commission, the Israel Value Added Tax Authority, and any other applicable taxing authority, domestic or foreign.

Final Version-English translation

Credit Agreement

Entered into in Tel-Aviv on January 31, 2010

by and among

012 Smile Telecom Ltd. (formerly, Ampal Investments and Communication 2009 Ltd.) (the "Borrower") p.c. No. 514350024

and

Bank Leumi l'Israel Ltd. ("Leumi")

Bank Discount l'Israel Ltd. ("Discount")

each individually referred to hereinafter as the "Lender" and together as the "Lenders"

and

Bank Leumi L'Israel Ltd. ("Bank Coordinator")

Whereas On November 16, 2009, an agreement was signed between the Borrower (through its founder – Merhav-Ampal Energy Ltd.) - and 012 Smile Communication Ltd. and Ampal Energy Ltd., for the sale of the assets, activities and obligations of Smile 012 Communication Ltd., to the Borrower, that was amended on January 26, 2010 – all as detailed in the aforesaid agreement (as amended);

Whereas the Borrower has approached the Lenders, seeking to enter an agreement with them whereby they will jointly provide it with part of the Credit required to finance the above agreement;

NOW THEREFORE IT IS DECLARED AND STIPULATED AMONG THE PARTIES AS FOLLOWS:

1. Definitions and Interpretation

1.1 The following terms will have the meaning set out opposite them, unless the context requires otherwise. Terms not defined in this Agreement will be given the meaning given to them in the Credit Documents (as defined hereunder).

1.1.1 "Institutional Loan" - a loan from institutional entities (the "Financial Institutions") in a sum of NIS. 220,000,000 which Merhav intends to take by the Closing, in order to provide the Independent Resources as defined hereunder, it is hereby clarified that in the event that the Borrower has obtained sums by virtue of Section 11.4 of the Acquisition Agreement, then for the purpose of this Agreement, the amount set out above will decrease by an amount equal to 22% of the sums that the Borrower has received according to Section 11.4 hereunder (the "Reduced Total"), and the Loan will be considered as having been provided, *ab initio*, at the Reduced Total and the Financial Institutions' settlement time table as determined in Section 10.4.2.1 hereunder, will change accordingly. It is hereby clarified that the above calculations, including the change in the Financial Institutions' time table, are prepared for the purpose of this Agreement only and have no bearing or influence on the relationships between the Financial Institutions and Merhav and on the payments that Merhav is to pay to the Financial Institutions in accordance with the Agreement with them.

- 1.1.2 Ampal American - Ampal American Israel Corporation.
 - 1.1.3 "Independent Resources" - a sum of NIS.400,000,000 (four hundred million new Israeli shekels) derived from investment in the Borrower's share capital or from subordinate loans which the Borrower will use to make the payments to Smile on account of the purchase consideration.
 - 1.1.4 "Stakeholder" - As this term is defined in the Securities Law other than the Borrower's subsidiary companies.
 - 1.1.5 "Financial Statements" - The Borrower's annual or quarterly Financial Statements, as the case may be, on a consolidated basis, prepared in New Shekels, consistently in accordance with generally accepted accounting principals, audited (in respect of periods concluding on December 31) or reviewed (in respect of periods concluding on other dates) as is customary in respect of reports of this kind, by the Borrower's accountants and any other report or explanation required according to relevant standard accounting procedures or by authorized authorities.
 - 1.1.6 "Financial Statements - Solo" - The Borrower's annual or quarterly Financial Statements as the case may be, on an individual basis, prepared in New Shekels, consistently in accordance with generally accepted accounting principals, approved on behalf of the Borrower by the Chief Financial officer of the Company (CFO) or by the CEO.
 - 1.1.7 "The Credit" - the loans provided to the Borrower from time to time in accordance with this Agreement by one of the Lenders.
 - 1.1.8 "Provisions of the Law" - any provision of the law or legislation in Israel or abroad, a provision from the Bank of Israel, and any other competent authority in Israel or abroad, agreed to by one of the Lenders and the Bank of Israel or by one of the Lenders and any other competent authority in Israel or abroad, as may be in force from time to time.
 - 1.1.9 the "Holding" - as this term is defined in the Securities Law.
 - 1.1.10 "Subordinated Loans" - loans provided or to be provided to the Borrower by Merhav, Stakeholders in Merhav or a corporation controlled by any of the aforesaid in respect of which Merhav or a Stakeholder or a corporation controlled by any of them, as the case may be, and the Borrower, undertake in writing to the Lenders, are not discharged before full settlement of the Credit, including by way of offset, except in accordance with the provisions of this Agreement (including by payments to Merhav in accordance with the provisions of Section 10.4 hereunder).
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- 1.1.11 "Known Agreement Index" means - the monthly Index for December 2009 published on January 15, 2010 at the level of 105.2.
- 1.1.12 "Acquired Assets" - as [the term] "Acquired Assets" is defined in the Purchase Agreement and subject to and in accordance with all provisions of the Purchase Agreement related thereto.
- 1.1.13 this "Agreement" - this Agreement and all its annexes, in such form as it will be from time to time.
- 1.1.14 the "Purchase Agreement" - the agreement drawn up and entered on November 16, 2009 between the Borrower (through its founder - Merhav Ampal Energy Ltd.) Smile and Merhav, for the acquisition of part of Smile's operations, assets and obligations by the Borrower, as amended on January 26, 2010.
- 1.1.15 the "Guarantor" - each of: Merhav and Ampal American.
- 1.1.16 "Operating Profit to service the Debt" (EBITDA) means - the total cumulative operating profit, according to the Borrower's Financial Statements (consolidated), in each of the four consecutive calendar quarters, the conclusion of which is the date for assessing the latest quarterly or annual Financial Statements, as the case may be (the "Final Date") (for the avoidance of doubt, operating profit is after payment of management fees to Merhav), before finance costs/income (interest, linkage differential, exchange rate differential, commissions and the differential calculated on the activated loans, at fair value), and before taxes, plus depreciation and write-downs recorded in that period and after excluding capital gains/losses, excluding bonuses in respect of options granted to employees, excluding one-off expenses arising from reorganization; and with the total of the aforesaid cumulative amount being linked to changes in the Known Index where the base index is the index known on the Final Date and the revised index is the index known on the review date or on the relevant Assessment Date.
- 1.1.17 the "Licenses" - a general license for the Borrower to provide Bezeq International services, a general license to 012 Telecom Ltd. to provide domestic Bezeq land-line services, a special license for the Borrower to provide internet access services, a special license for the Borrower to provide end-user services and any other license that may arise in place thereof, or other license the termination or suspension of which may have a harmful effect on the Borrower's businesses, but not including a license whose termination or suspension as aforesaid, has a negligible effect on the Borrower's businesses.
- 1.1.18 "Subsidiaries" - as this term is defined in the Securities Law.
- 1.1.19 "Companies Law" - the Companies Law, 1999-5759, as amended from time to time.
- 1.1.20 "Securities Law" - the Securities Law, 1968-5728, as amended from time to time.
- 1.1.21 the "Accounts" - an account as specified below, opened by the Borrower with each of the Lenders, which serves solely to provide and manage the Credit as defined above, as well as an account that may replace an account specified hereunder, but only if it serves solely to manage the Credit, as defined above:
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- 1.1.21.1 Leumi - account no. 75920/01 at Branch 800
- 1.1.21.2 Discount - account no. 91885843 at Branch 10.
- 1.1.22 "Business Day" - any day except Saturday, public holidays, the two days of Rosh Hashana, the eve of Yom Kippur and Yom Kippur, the first and eight days of Succoth, Purim, the first and seventh days of the Passover, Independence Day, Shavuot Festival, the Ninth of Av and also excluding any day that is determined by the Bank Commissioner not to be a bank Business Day.
- 1.1.23 "Closing Day" the day on which the Credit is provided by a Closing in accordance with this Agreement. It is hereby clarified that the Closing Day will not take place on a day on which the Index is published or during the two days prior to or after, a day on which the Index is published.
- 1.1.24 "Total Debt Service Ratio" means - the quotient reached by dividing: (A) the cumulative total of the Borrower's residual obligations (consolidated) to the Financial Institutions and other Lenders, other than suppliers' credit provided to the Borrower in its normal course of business, on commercial terms that are customary in that field, and other than obligations in respect of Subordinated Loans, as of the Assessment Date, less repayments made to Lenders, to the extent made, on the Assessment Date, and less cash and cash equivalents (including negotiable bonds) mortgaged by the Borrower in favor of one of such entities as such will be on the Assessment Date (it is hereby clarified that to the extent that the Assessment Date is a date on which the Borrower will have taken the Loan (including having made use thereof or withdrawn thereon, on account of the lines of credit provided to it) from a Financial Institution - the amounts of the aforementioned loan/usage/withdrawal, will be included in the balance of the obligations) by (B), the Operating Profit to service the Debt, according to the data in the Borrower's Financial Statements (consolidated) to the Final Date, as defined in Section 1.1.16 above.
- 1.1.25 "Debt Service Ratio" means - the quotient arrived at by dividing: (A), the difference between the Operating Profit to service the Debt and the lower of the following amounts: 70 million NIS. linked to the Known Index in the Agreement or the cumulative total of net cash flow to be utilized for the investment activities as appears in the Borrower's Financial Statements (consolidated) in the report on cash flow during the relevant quarters; where the aforesaid cumulative total is linked to changes in the Known Index and where the base index is the known index on the Final Date and the revised index is the index known on the date of checking or on the relevant Assessment Date. (For this purpose, "net cash flow" means - cash flow to be used to acquire fixed property, equipment and other assets, less cash flow arising from the sale of fixed assets, equipment and other assets), by (B), the Total for servicing the Debt for the 12 consecutive months commencing immediately after the Assessment Date.
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- 1.1.26 "Inclusive Total Debt Service Ratio" means - the quotient arrived at by dividing: (A), the difference between the Operating Profit to service the Debt and the lower of the following amounts: 70 million NIS. linked to the Known Index in the Agreement or the cumulative total of net cash flow to be utilized for the investment activities as appears in the Borrower's Financial Statements (consolidated) in the cash flow report during the relevant quarters; where the aforesaid cumulative total is linked to changes in the Known Index and where the base index is the Known Index on the Final Date and the revised index is the Index known on the date of checking or on the relevant Assessment Date. (For this purpose, "net cash flow" means - cash flow to be used to acquire fixed property, equipment and other assets, less cash flow arising from the sale of fixed assets, equipment and other assets), by (B), the Total for servicing the inclusive Debt for the 12 consecutive months commencing immediately after the Assessment Date.
- 1.1.27 "Index" means - the Consumer Price Index including fruit and vegetables, issued by the Central Bureau of Statistics in Israel.
- 1.1.28 "Financial Institution" - means any one of the following entities: banks, including auxiliary corporations as defined in the Banking Law (Licensing) 1981-5741, entities which are subject to the Law of Joint Investment in Trusts, 1994-5754, corporations which are subject to the Law Controlling Financial Services (*Kupat Gemel*) 2005-5765, an insurance corporation as defined in the Law Supervising Insurance Businesses 1981-5741, or any corporation similar to the aforementioned which is incorporated outside Israel and which is supervised by a competent authority in the country of incorporation and has debentures.
- 1.1.29 "Assessment Date" - any date of repayment of interest or principal of the Credit according to the Credit repayment timetable, 7 days prior to any settlement date to Financial Lenders as referred to in Section 10.4.2.1, and on any date on which the Borrower will take Credit (including utilization or withdrawal on account of the lines of Credit provided to it (to the extent provided)), in a sum that exceeds 5 million NIS. from a Financial institution. The first Assessment Date will take place on December 31, 2010 or 7 Business Days prior to the first date for making payments to Financial Institutions or the first date of taking Credit from a Financial Institution as aforesaid, whichever is the earlier.
- 1.1.30 "Merger" - a Merger pursuant to the first chapter of the eighth section, or the third chapter of the ninth section, of the Companies Law, or any act the result of which is the acquisition of most of the Borrower's assets by an individual or corporation.
- 1.1.31 "Credit Documents" - all of the following: (a) This Agreement (with its annexes); (b) the Securities Documents; (c) all requests to be provided with Credit A as defined in Section 5.1; (d) all requests to provide Credit B as defined in Section 5.2; (e) all requests to provide Credit C as defined in Section 5.3; (f) the General Conditions; (g) all resolutions, approvals, documents and agreements, relating to the provision of the Credit and its administration (including with respect to opening the Accounts) signed by the Borrower or by anyone on its behalf or delivered by the Borrower or by anyone on its behalf, all of them being in such style, on such conditions and in such form as is to the Lenders from time to time; and (h) every agreement or other document signed by the Borrower in favor of any one of the Lenders in connection with the provision of the Credit by such Lender.
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- 1.1.32 "Securities Documents" - all of the following: (a) agreements and forms testifying to the floating charge; (b) documents and forms testifying to a lien on the Accumulation Account as defined in Section 10.4.2.2; (c) the documents and forms testifying to a lien on shares in the Borrower in accordance with Section 8.5; (d) the documents and forms testifying to a lien on shares on 012 Telecom Ltd. in accordance with Section 8.7; (e) Owners Guarantees; (f) the documents and forms testifying to a lien on certain rights under the Purchase Agreement in accordance with Section 8.2 hereunder; and the documents and forms testifying to a lien on the rights to reimbursement of the Owners Loans in accordance with Section 8.6. And, all documents related to the aforementioned liens and guarantees.
- 1.1.33 "Event of Breach" - any event or circumstance, the happening of which constitutes grounds for the immediate repayment of the Credit in accordance with the Credit Documents. It is hereby clarified that if such event is only determined at the end of a period (to the extent that the situation has not reverted to its previous condition or the event has not been rectified) the Lender will be entitled to demand the immediate settlement of the Credit, such event will be considered as an Event of Breach even prior to the elapse of the period indicated therefor.
- 1.1.34 "Merhav" - Merhav Ampal Energy Ltd.
- 1.1.35 "Free and Clear" - Free and Clear of any lien, pledge, encumbrance, charge, debt, claim or any other right of any type or kind of any third party whatsoever.
- 1.1.36 "Total Debt Service" means - the cumulative amount of payments of financial charges to Financial Institutions, in respect of the Borrower's obligations (consolidated) existing on the Assessment Date, in respect of anticipated financial charges for the 12 consecutive months starting immediately after the Assessment Date, together with the cumulative amount of payments on account of principal repayments to Financial Institutions the repayment of which occurs in the aforementioned 12 month period. It is hereby clarified that payments actually repaid on the Assessment Date will not be reckoned in the total of Debt servicing.
- 1.1.37 "Inclusive Total Debt Service" means - the cumulative amount of payments of financial charges to Financial Institutions, in respect of the Borrower's obligations (consolidated) existing on the Assessment Date, together with payments to Lending Institutions as defined in Section 1.1.46 hereunder, as such are anticipated for the 12 consecutive months commencing immediately after the Assessment Date, together the cumulative amount of payments on account of repayment of principal to Financial Institutions (for the avoidance of doubt, including in respect of payments to Lending Institutions as defined in Section 1.1.46 hereunder) the repayment of which occurs in the aforementioned 12 month period. It is hereby clarified that payments actually repaid on the Assessment Date and payments to Lending Institutions effected 7 Business Days after the Assessment Date will not be reckoned in the total of Inclusive Debt servicing.
- 1.1.38 "Smile" - 012 Smile Communications Ltd.
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- 1.1.39 "Owners Guarantees" - the Guarantees specified in Section 8.4, in the format attached as **Annex 1.1.39**.
- 1.1.40 "Applicable Interest" the rate of interest before the addition of any kind of profit, used by Leumi to establish the interest to its customers for providing credit - in an amount, of such kind and for such period as are identical to the amount, kind and period of the relevant Credit, and this on the date that such credit is provided, renewed or replaced, as the case may be (the "Determining Date"). The aforesaid applies both in respect of credit bearing interest at a fixed rate and credit bearing interest at a variable rate. In the event that the relevant credit bears interest that includes a component of customarily basic interest whatsoever, that is likely to change during such credit period (for example - credit based on Prime interest) the Applicable Interest will be at the aforesaid interest rate plus or minus the fixed rate (the "Fixed Supplement") when the rate of the Fixed Supplement will be determined on the Determining Date; thus the Applicable Interest will be in accordance with the principals detailed above in this sub-Section and the rate of the Fixed Supplement will vary above or below the aforementioned basic interest during that credit period. A notification by Leumi regarding the Applicable Interest will be binding on the Borrower and may not be protested or appealed.
- 1.1.41 "Rate of Participation" - the percentage set out below in respect of each Lender:
- Bank Leumi L'Israel Ltd. - 80%
- Bank Discount L'Israel Ltd. - 20%
- or as such may vary as stated in Section 2.1.6 or 5.3.5 hereunder.
- 1.1.42 "Control" - as this term is defined in the Securities Law.
- 1.1.43 "Related Corporation" - a corporation, including a partnership or promoter, in which the Borrower has Control as well as any corporation (including a partnership or promoter) whose obligations the Borrower guarantees towards any entity whatsoever or in respect of the failure of such corporation (including a partnership or promoter) to comply with a debt or obligations, [the Borrower] has undertaken to indemnify any entity whatsoever.
- 1.1.44 "Area of Business" - means the field of communications in Israel only, including television services through the infrastructure of the internet or a similar service. It is clarified that apart from television services through the infrastructure of the internet, any investment or provision of services in the field of media, including television, will not be included in the Area of Business.
- 1.1.45 "General Conditions" - the general conditions of each of the Lenders for opening and managing the Account, and, also, with respect to Leumi, the Accumulation Account as defined in Section 10.4.2.2.
- 1.1.46 "Payments to Financial Institutions" - the cumulative total of payments of interest and principal that Merhav must pay in respect of the Financial Institutions' loan, during the relevant period.
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1.1.47 "Closing" - the closing (completion) of the transaction that is the subject of the Purchase Agreement.

1.2 **General: relationship between documents**

1.2.1 Headings in this Agreement are added for the sake of convenience only and are intended for its interpretation.

1.2.2 The preamble and appendixes to this Agreement constitute an integral part hereof.

1.2.3 Every reference in this Agreement to an annex or Section will be understood, except if the context requires otherwise, as a reference to an annex or Section in this Agreement, respectively.

1.2.4 Any information, reporting, notice, demand, agreement or application pursuant to this Agreement, shall be given in writing even if no written request is specified as aforesaid.

1.2.5 Subject to the provisions of Section 1.2.6 hereunder, the provisions of this Agreement are in addition to the provisions of other credit agreements and do not derogate therefrom.

1.2.6 In the event of a specific contradiction between the provisions of this Agreement and the provisions of any of its annexes or between the provisions of this Agreement and provisions of any other credit agreements, the provisions of this Agreement will prevail.

2. **Consortium's Rules**

Subject to the fulfillment of the Borrower's undertakings under this Agreement and to the fulfillment of the preconditions detailed in Section 4 hereunder, in accordance with the Borrower's requests to be provided with credit according to this Agreement, each of the Lenders will provide the Borrower, at the Rate of Participation, the Credit specified in Section 5 hereunder.

2.1.2 The Borrower undertakes that any borrowings in respect of the Credit to be provided to the Borrower in accordance with the provisions of this Agreement, will be effected from each one of the Lenders in parallel and that this will be at the Rate of Participation and on identical terms. Furthermore, the Borrower undertakes that each repayment of the Credit (including early settlement under Section 6 hereunder) as well as any reduction in the outstanding amount or the renewed outstanding amount as stated in Section 5.3.5 or 5.3.11 hereunder, will be implemented with each of the Lenders in parallel and at the Rate of Participation.

2.1.3 For the removal of doubt, the Lenders and the Bank Coordinator are obligated to verify that the amounts of the Credit provided in accordance with the provisions of this Agreement or the amounts of repayment, actually comply with the Rate of Participation that applies to each of the Lenders, or are on terms that are identical for each of the Lenders and that the responsibility for this is enforced on the Borrower.

- 2.1.4 Unless specifically stated to the contrary, it is hereby clarified that any payment to the Lenders or to the Bank Coordinator according to the provisions of this Agreement will be implemented without offset, lien, cross-claim or any other right from any source and that the sums to be paid to each of the Lenders or the Bank Coordinator will be Free and Clear.
- 2.1.5 Unless specifically stated to the contrary, the obligations and rights of the Lenders under the Credit Documents are individual, are not reciprocal, are not inter-connected and are not dependent on one another. None of the Lenders will bear the costs of a breach of the obligations in this Agreement by one of the other Lenders. A breach of the obligations contained in the Credit Documents by one of the Lenders, does not constitute, of itself, a breach of the other Lenders' obligations, and unless specifically stated to the contrary, will not affect the obligations and rights of the other Lenders.
- 2.1.6 Notwithstanding the aforesaid, it is hereby agreed that if on the Closing Day, Bank Discount does not provide its full part of the Credit according to the Rate of Participation which applies to it, pursuant to a breach of this Agreement or due to one of the events specified in Section 7 hereunder, applying to it, or for any other reason - Leumi will provide, in its place, the full part of credit as aforesaid, Leumi's Rate of Participation will change accordingly and such Lender will cease to be a party to this Agreement. It is hereby clarified that an occurrence such as the aforesaid will not, of itself, constitute a ground for non-provision of the Credit by the remaining Lenders in accordance with the Rate of Participation for each Lender.
- 2.1.7 In any event that the agreement of the Lenders is required according to the Credit Documents, the notice in respect of agreeing or refusing to give their agreement, will be issued to the Borrower by the Bank Coordinator.
- 2.1.8 A notice concerning exercise of the right to make immediate settlement of the Credit or part thereof, or the right to increase the rate of interest according to Section 5.4 hereunder or in the matter of taking measures to exercise a security out of the Securities, will be issued to the Borrower or to a Guarantor, as the case may be, by the Bank Coordinator. It is specifically clarified that notwithstanding anything stated in this Agreement (including Section 2.15 above), exercise of the rights detailed above in this Section 2.18, will apply pro rata to all the Lenders.
- 2.1.9 Each of the parties will appoint someone to represent it and to act on its behalf in all matters relating to the implementation of this Agreement (the "Representatives"). The following persons will serve as the initial Representatives of the Parties: (a) for Leumi or the Bank Coordinator - the head of Leumi's communications department; (b) Discount - the business manager. Details of how to communicate with each of the Representatives are as specified in Section 19.3 hereunder.
- 2.1.10 Each of the parties will be entitled to replace its Representative by giving a notice, in writing, to the other parties which includes contact details for the new Representative on its behalf, and the date of replacing the Representatives.
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- 2.1.11 Each of the Lenders and the Bank Coordinator will be entitled to rely on any notice or instruction given in the name of the Representative. None of the Lenders or the Bank Coordinator will be required to obtain any further proof of the genuineness of any fact, issue or calculation included in any notice or instruction given to it by one of the other Lenders' Representatives or a Representative of the Bank Coordinator.
- 2.1.12 The Lenders hereby declare to the Borrower that as of the date of entering this Agreement, there is no restriction or impediment, of any kind whatsoever, to providing all the amounts of credit under this Agreement to the Borrower, in full and on the due dates, including on the assumption of the adoption of any anticipated regulations (including Basel II).
- 2.1.13 The Lenders hereby undertake that exercising their rights under the liens specified in Sections 8.1, 8.5 and 8.7 hereunder, including their actualization, will not cause any adverse effect whatsoever to the provision of services under the Licenses, and in any event, exercise of their rights as aforesaid will be subject to all the limitations existing in law and in the Licenses in connection therewith.

3. **Object**

The provision of the Credit to the Borrower on the Closing Day will serve the Borrower solely for the purpose of acquiring the activities, assets and obligations of Smile in accordance with the provisions of the Purchase Agreement and subject to its terms.

4. **Preconditions for providing the Credit on the Closing Day**

The provision of any amount on the Closing Day on account of the Credit under the provisions of this Agreement is conditional upon the fulfillment of all the following pre-conditions (which, if not stated specifically hereunder are due to be fulfilled on the Closing Day), to the complete satisfaction of the Lenders:

- 4.1.1 The Borrower will have provided to the Lenders, two Business Days prior to the Closing Day, a letter from the Borrower's attorney relating to the Loans and including its confirmation that all consents, authorizations, approvals and other requirements (to the extent required) have been received in accordance with the Provisions of the Law and in accordance with the Borrower' incorporation documents for the purpose of entering the Purchase Agreement and for the implementation of the Credit Documents in accordance with and subject to, the provisions thereof.
- 4.1.2 On the Closing Day, the Borrower will have deposited the Independent Resources in its account with the Bank Coordinator and signed on the irrevocable instructions attached as **Annex 4.1.2** to this Agreement. The Independent Resources will be transferred by the Bank Coordinator to Smile together with the transfer of the amounts of the Credit, as stated in Section 5 hereunder.
- 4.1.3 The Borrower will have effected (signed on) the Securities, as detailed in Section 8 hereunder, in favor of the Lenders.
- 4.1.4 The Guarantors will have signed the Owners Guarantees, as detailed in Section 8.4 hereunder, in favor of the Lenders.
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4.1.5 Merhav will have activated the liens as detailed in Sections 8.5 and 8.6 hereunder, in favor of the Lenders.

4.1.6 The Borrower will have fulfilled all its obligations under the Credit Documents.

4.1.7 **Cancelled**

4.1.8 No Event of Breach will have taken place and/or will there be, to the Lenders' knowledge, any great likelihood of there being an Event of Breach.

4.1.9 The Borrower's board of directors will have passed the resolution in the form attached as **Annex 4.1.9** and the Borrower's attorney will have signed a confirmation in the form and on the terms that are acceptable to the Lenders.

4.1.10 The Borrower will have opened the Accounts and signed on the authorizations, confirmations and declarations required by any of the Lenders to that end.

4.1.11 The Closing Day will be not later than 22.6.2010.

4.1.12 If and to the extent that the Borrower is aware, that one of the conditions of the conditions prescribed in this Section has not been fulfilled, the Borrower will give notification thereof to the Lenders immediately after it becomes aware of the non-fulfillment of such condition.

5. The Credits and their Conditions

Subject to that stated heretofore and hereinafter in this Agreement, at the behest of the Borrower, the Lenders will provide the Borrower, on the Closing Day, credit in NIS up to a total cumulative amount (for each of the Lenders) of NIS 800 million, split as detailed below. Each Lender will provide the Borrower with a portion of any credit in accordance with the Rate of Participation of such Lender:

5.1 Loan A, in the amount of (overall for each of the Lenders) NIS 500 million which will be provided on the Closing Day.

5.1.1 The principal of Loan A will be linked to the Index and will be settled in 14 continuous and equal, semi annual instalments (with the addition of linkage differences for each instalment). The first principal payment with respect to Loan A will apply upon the lapse of 6 months from the date of providing Loan A and the final payment will apply upon the lapse of 84 months from the date of the provision up thereof ("The Final Credit Settlement Date").

5.1.2 Loan A will bear annual interest at a fixed rate of 2% above the Applicable Interest with the addition of index linkage differences. As an indication only, the Lenders confirm that as at the date of the signing of this Agreement, the Applicable Interest is [2.2] %.

5.1.3 The interest on Loan A will be paid every three months, commencing from the lapse of three months from the date of providing the loan.

5.1.4 The remaining terms and conditions of Loan A will be as detailed in the Loan Application, **Annex 5.1.4** to this Agreement.

- 5.2 Loan B, in the overall cumulative amount (for all the Lenders) of NIS 200 million which will be provided on the Closing Day.
- 5.2.1 The principal of Loan B will be linked to the index and will be settled in one instalment at the final credit settlement date.
 - 5.2.2 Loan B will bear annual interest at a fixed rate of 2% above the Applicable Interest with the addition of index linkage differences. As an indication only, the Lenders confirm that as at the date of the signing of this Agreement, the Applicable Interest is [3.1] %.
 - 5.2.3 The interest on Loan B will be paid every three months, commencing from the lapse of three months from the date of providing the Loan.
 - 5.2.4 The remaining terms and conditions of Loan B will be as detailed in the Loan Application, Annex 5.2.4 to this Agreement.
- 5.3 The line of Credit C, under the terms and conditions as detailed below, and in an overall and cumulative amount (for all Lenders) of NIS 100 million (the "Outstanding Renewed Amount"), which will be exploited in full, on the Closing Day.
- 5.3.1 Line of Credit C will be exploited by the Borrower by means of taking out an unlinked loan in NIS, (each loan will be designated a "Loan C") for a period of 3, 6 or 12 months, at the Borrower's choice (each of the periods will hereinafter be designated – "The period of Loan C") as long as the date of final settlement of the loans that will be provided within the line of Credit C, will commence after the lapse of 42 months from the Closing Day (the "Final Loan C Settlement Date").
 - 5.3.2 Each application to be provided with a Loan C will be submitted by the Borrower to the Lenders at least 4 Business Days prior to the date requested for providing the loan.
 - 5.3.3 The total cumulative amount of the unpaid balance of Loan C will not exceed, at any time whatsoever, the Outstanding Renewed Amount or the Revised Outstanding Renewed Amount, as the case may be.
 - 5.3.4 At the behest of the Borrower, as detailed above, the Lenders will put at the disposal of the Borrower the requested amount (each Lender in accordance with its Rate of Participation) as long as in addition to that stated in the sub-section of Section 5.3, the following terms and conditions will ensue cumulatively: a) If upon the date of providing the (new) loan, there is an unpaid balance of Loan C, the settlement date of which occurs at that time, the (new) loan will be initially used to settle the principal of Loan C, the settlement date of which occurs at that time, and if the amount of the (new) loan will be higher than the unpaid balance of Loan C, the settlement date of which occurs at that time, or, at that time, there is no applicable date of settlement of Loan C; then the balance of the (new) loan will serve the Borrower solely for the execution of investments in the Area of Business and b), up to that point in time, no instance of a breach has occurred and c) the cumulative amount of the unsettled balance of Loan C that will be conducted by each Lender immediately after providing the requested (new) loan, will not exceed the Rate of Participation of each Lender of the cumulative unsettled balance of Loan C that will be conducted by each Lender immediately after providing the requested (new) loan, and d) at that time, there is no limitation, as detailed in Section 7 below, on the part of any of the Lenders.
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- 5.3.5 It is hereby agreed that, other than at the time of providing the loans on the Closing Day, with respect to which that stated in Section 2.1.6 above applies, should any of the Lenders not put at the disposal of the Borrower, the loan as detailed in Section 5.3 above, (whether as a result of the breach of this contract by the Borrower or whether a limitation, as detailed in Section 7 below, exists), this fact in itself will not constitute a ground for non-provision of the Credit by the remaining Lenders. It is hereby clarified that should an event as stipulated above occur, as of that date, the Outstanding Renewed Amount or the Revised Outstanding Amount, as the case may be, will automatically be reduced by the total of the amount not provided by the Lender as stated above, as well as, commencing from such date, the Rate of Participation of the Lenders will be updated in accordance with the ratio that will be in place at that time (immediately after providing the loan by the remaining Lenders, or part thereof), whether the unsettled balance of the Credit with each of the Lenders or the total amount of the unsettled balance of the Credit.
- 5.3.6 The principal of each Loan C will be settled in one instalment at the end of the period of the respective Loan C.
- 5.3.7 Loan C will bear annual interest at a fixed rate of 2% above the Applicable Interest.
- 5.3.8 The interest on Loan C will be paid every three months, commencing from the lapse of three months from the date of providing the applicable loan.
- 5.3.9 The remaining terms and conditions of Loan C that will be provided on the Closing Day will be as detailed in the Loan Application, Annex 5.3.9 to this Agreement. The remaining terms and conditions of Loan C that will be provided thereafter will be as detailed in the Loan Application to be signed by the Borrower with each Lender as is acceptable at that time to such Lender.
- 5.3.10 The Borrower will pay the Lenders (to each Lender in accordance with the rate of the Lender's Participation), with respect to the unexploited balance of Line of Credit C, non exploitation commission as detailed in Annex 12 of this Agreement. The commission will be calculated on the balance of the unexploited Line of Credit C. The checking of the total unexploited Line of Credit C will be carried out on a daily basis and the payment of the commission with respect thereto, will be carried out retrospectively at the end of each calendar quarter. It is hereby clarified that should that stated in Section 5.3.5 be upheld, then commencing from that date, the Borrower will cease paying non exploitation commission to the Lender who has not provided its share in the new Loan C, as detailed in the above stated Section 5.2.5.
- 5.3.11 At any time at which there will be an unexploited balance of Line of Credit C, the Borrower will be at liberty to notify the Lenders in writing that it is the Borrower's desire to reduce the amount of the Line of Credit C by the amount of the unexploited balance or part thereof. Commencing from the date of the receipt of the above stated notification, the amount of the Outstanding Renewed Amount will be irreversibly reduced accordingly. (the "Revised Outstanding Renewed Amount").
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- 5.4 Notwithstanding the aforesaid, should an instance of a breach occur, in respect of which a period [to remedy] is determined, only at the end of that period (to the extent that the situation has not reverted to its former state or the incident has not been rectified), will the Lender be entitled to demand the immediate settlement of the Credit, then, commencing from the date of the occurrence of the incident as stated and up to the earliest of the following dates: the date upon which the situation reverted to its former situation, or the date upon which the incident was rectified or the date upon which the Lenders issued a Letter of Waiver with respect to the breach (should such have been issued), or the date upon which the Lenders demanded the immediate settlement of the Credit, the interest rate determined for Loan A, Loan B and Loan C will increase by 2% per annum above the rate of interest determined for such loan, in accordance with Section 5.1.2 or 5.2.2. above, respectively, as such will be at that point in time. That stated in this sub-section above will not apply in the case of that stipulated in Section 11.3 or 11.2 occurring.
- 5.5 It is hereby clarified that in any case that the immediate settlement of the Credit will be demanded, on any date whatsoever, then, from that date, the unexploited balance of the Credit will bear arrears interest.
- 5.6 The Bank Coordinator will inform the Borrower and each of the Lenders regarding the change in the rate of interest by virtue of Section 5.4 above and the Bank Coordinator's notification obligates the Borrower and the Lenders.

6. Early Settlement of the Credit

It is hereby agreed that Article 13 (b) of the Mortgage Law, 5727 – 1967 will not apply and that the Borrower will be at liberty to settle, by means of early settlement, the lines of Credit or any part thereof, subject to the following cumulative terms and conditions:

- 6.1 The order of the execution of early settlement will be as follows:
- 6.1.1 The settlement of Loan C.
 - 6.1.2 If, at the date of the execution of the early settlement, there is no unsettled balance of Loan C – the settlement of Loan B.
 - 6.1.3 If, at the date of the execution of the early settlement, there is no unsettled balance of Loan C or Loan B, the settlement of Loan A by means of settlement on account of each of the outstanding principal instalments of Loan A in an equal manner, thus each instalment will be reduced by an identical amount. In the stated case, no changes in the dates of the payments and in the period of Loan A, will apply. Upon the execution of early settlement the Lenders will provide the Borrower with a new settlement time-table and this will obligate the Borrower.
- 6.2 The amount that will be settled by means of early settlement will not be less than NIS 5 million.
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- 6.3 The early settlement will only be done upon a date for the payment of interest.
- 6.4 The early settlement of the New Israeli Shekel, index linked credit can only be executed after the lapse of one year from the date of providing the Credit, and this on a calendar date that overlaps with the date of the provision thereof (and should this date not be a Business Day, then the general terms informing the matter of the bringing forward or moving back to coordinate a Business Day, will apply.).
- 6.5 The Borrower will notify the Lenders in writing regarding the execution of the early settlement, 7 Business Days in advance.
- 6.6 On the date of the early settlement, the Borrower will pay the Lenders the full amounts of the interest and the commissions that have accumulated up to that time.
- 6.7 On the date of the execution of the early settlement, commission that will be calculated in accordance with the formula appearing in Annex 6.7, will be paid to each of the Lenders.
- 6.8 The early settlement by the Borrower will be carried out in a manner that will maintain the relevant Rate of Participation of each of the Lenders in the remaining credit.
- 6.9 Any notification issued by the Borrower regarding the intention of the Borrower to carry out early settlement will be non-revolving and irreversible.
- 6.10 With the exception of amounts that will settle Loan C, by means of early settlement and which, at the behest of the Borrower, will be provided anew [by the Lenders], subject to and in accordance with that stated in Section 5.3.2 above, any amount that will be settled by means of early settlement will not be provided anew [by the Lenders].

7. Change in the Ownership of the Borrower

- 7.1 In any case that as a result of any change in the Provisions of the Law (as defined hereinafter), as well as in any case that as a result of the fulfilment of a demand, provision or request of any kind – issued to or referred to any of the Lenders by the Bank of Israel or by any other qualified Authority, or as a result of the fulfilment of any undertaking on the part of any of the Lenders to the Bank of Israel or to any other qualified Authority, whether the fulfilment of the stated undertaking, the provision, the demand or the request results from any change whatsoever in the law as stated or whether it results from an agreement that has been drawn up or will be drawn up from time to time, between any of the Lenders and the Bank of Israel, or other qualified Authority:
 - 7.1.1 The Lenders, all or part thereof, will be obligated to hold or deposit liquid assets of any type or the amounts or value of the liquid assets, that any of the Lenders is obligated to hold or deposit, will be raised; or
 - 7.1.2 The amounts of the Credit that any of the Lenders is at liberty to grant or to continue to maintain will be limited or reduced, or the amounts of the deposits that any of the Lenders is at liberty to deposit with others [will be limited or reduced]; or
 - 7.1.3 Any demands whatsoever will be imposed or will apply to any of the Lenders (or there is a change that, in the opinion of any of the Lenders, results in, from the point of view of the Lender, stricter requirements whatsoever) with respect to the ratio of the reserves of the relevant Lender, on the one hand, to the Credit the relevant Lender is at liberty to grant or to continue to maintain, or to the assets or deposits that the relevant Lender is permitted to hold or to receive – on the other hand; or
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7.1.4 Should interest payments, fines, levies, or other payments be imposed or apply to any of the Lenders, or should any of the Lenders be required to pay such (or, should a change occur that, in the opinion of any of the Lenders, constitutes, from that Lender's point of view, stricter requirements for these payments).

And such Lender will determine that, as a result of the above stated, the cost or the expenses of such Lender will increase with respect to the provision of the Credit (in whole or in part) or with respect to the continued existence of the Credit (in whole or in part), or should the amounts of the principal and the interest that that Lender is entitled to receive with respect to the loan, will decrease, then such Lender will be at liberty to refuse to put the Credit, in whole or in part, at the disposal of the Borrower – the Borrower will pay such Lender, from time to time, upon the first demand, such an amount which will, in the opinion of the Lender, indemnify for the increase in the costs and expenses of such Lender with respect to the Credit or regarding the reduction in the principal and the interest as stated, and the amount of the indemnification, as will be determined by such Lender, from time to time, as stated, will obligate the Borrower. It is clarified that the Lender in this matter will be at liberty to make use of its rights in accordance with the above stated, on condition that at the same time, the Lender will make use of the identical rights granted to the Lender with respect to other customers who were granted credit of such type, by such Lender, in a similar scope to the Credit and which was characterized in a similar classification in all matters related to the matter of requirements for reporting to the Bank of Israel.

For the purpose of this Section 7, the term "any change in the Provisions of the Law" – including a change as stated in the interpretation of the Provisions of the Law, by the Court or other Authority of the State as stated, qualified to this end or charged with the execution or the upholding of the Law, Regulation or Provision or Rule as stated.

- 7.2 If, at any time whatsoever, any of the Lenders will determine (and the stated determination of such Lender will obligate the Borrower) that as a result of any amendment whatsoever to the Law, the provision of the Credit, in whole or in part, at the disposal of the Borrower, or – if the Credit, in whole or in part, has been put at the disposal of the Borrower – the continued existence of the Credit, will become, for such Lender, illegal, then such Lender is at liberty to refuse to put the Credit, in whole or in part, at the disposal of the Borrower, or – if the Credit, in whole or in part, has already been put at the disposal of the Borrower – such Lender will be entitled to demand, of the Borrower, the settlement of the unsettled portion of the Credit (together with interest up to the actual date of settlement) and the Borrower hereby undertakes to repay all the above stated amounts, to such Lender, within 90 days of the date of first demand in writing on the part of such Lender as long as in the above stated demand, it will be stipulated that it is based on the provisions of this Section and an appropriate explanation will be attached to it. It is clarified that in the stated case, the Borrower will not be required to pay early settlement commission or other payments with respect to the early settlement. It is also explicitly clarified that, in the above stated case, the Borrower will not be required to also settle the parallel credit granted by the remaining Lenders should the illegality not be relevant to them.
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8. Guarantees

The guarantees detailed in this Section below, that will be produced for the Lenders, will serve to guarantee the full and precise settlement of the Credit and of all the remaining amounts owing and that will be owing to any of the Lenders by the Borrower, in accordance with the Credit Documents and also to guarantee any debt or other undertaking, from any source whatsoever, of the Borrower with respect to any of the Lenders:

- 8.1 General first ranking floating charge, without limitations on the amount, on all the existing and future assets and rights of the Borrower and a first ranking fixed charge, without limitation in the amount, on the unpaid share capital and the equity of the Borrower (the "Floating Charge"). The Charge will be imposed on the assets, the rights, the unpaid share capital and the equity, they being free and clear, with the exception of "Permitted Liens", as this term is defined in the Purchase Agreement.
 - 8.2 First ranking fixed charge on all the rights of the Borrower in accordance with the Purchase Agreement to receive amounts of indemnification in accordance with the provisions of Section 11.4 of the Purchase Agreement as well as the receipt of indemnity amounts in accordance with alternatives (i) and (ii) of Section 11.2 of the Purchase Agreement. The Borrower will transfer, to each of the Lenders, irrevocable instructions signed by the Borrower and referred to Smile and authorized by its signature, in the wording attached hereto as Annex 8.2, to transfer any amount that will be owing to the Borrower in accordance with the stated clauses of the Purchase Agreement, directly to the Borrower's account with each of the Lenders in accordance with its Rate of Participation. It is agreed that amounts that will be received in accordance with Section 11.4 of the Purchase Agreement will be handled as follows – a total of 66.66% of this amount will be used for the early settlement of the Credit under the terms and conditions as detailed in Section 6 above, with the following change: The Credit that will be settled against Loan C that was granted within the framework of Credit C will not be provided anew, and the Outstanding Amount or the Revised Outstanding Amount, as is appropriate, will be reduced accordingly, and the balance can be used by the Borrower for any purpose whatsoever, including distribution to shareholders, directly or indirectly, in the Borrower, in any manner whatsoever, and without any limitations whatsoever. Amounts that will be received in accordance with the alternatives (i) and (ii) of Section 11.2 of the Purchase Agreement will be used in full for the early settlement of the Credit under the conditions as detailed in Section 6 above with the following change: The Credit that will be settled against Loan C that was granted within the framework of Credit C will not be provided anew, and the Outstanding Amount or the Outstanding Renewed Amount, as is appropriate, will be reduced accordingly.
 - 8.3 First ranking fixed charge on account of the accumulation as defined in Section 10.4.2.2. below, on all the monies credited or to be credited in favor of the accumulation account and all the Borrower's rights in respect thereof. As well as a first ranking fixed charge on account of the securities linked to the accumulation account on all the securities and the rights charged and which will be charged to the credit of the securities account and all the Borrower's rights with respect thereto.
 - 8.4 Unlimited permanent guarantee of the amount that will be signed on by Merhav and unlimited permanent guarantee of the amount that will be signed on by Ampal American Israel Corporation in the wording attached as **Annex 1.1.39**, which, in spite of that stated at the beginning of this Section 8, will only guarantee the amounts as will be detailed in the letter of guarantee. The Borrower undertakes to produce to the Lenders by no later than March 15, 2010, an authorization from Ampal American Israel Corporation's lawyer attesting to the fact that the guarantee is valid and obligates Ampal American Israel Corporation under the applicable law.
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- 8.5 Second ranking fixed charge after charges that will be created for the benefit of the Institutions, on all Merhav shares existing on the Closing Day, and on all the rights derived therefrom and relating thereto, including and without derogating from the stated generality, the rights to receive dividends or any other distribution with respect to the shares as well as the undertaking on the part of Merhav to create, for the benefit of the Lenders, a charge of the ranking as detailed above, on all additional shares that it will receive (directly or indirectly) in the Borrower and this together with the receipt thereof. It is hereby agreed that the charge will be subject to the limitations detailed in Annex 8.5 to this Agreement; it is clarified that as long as the Lenders have not realized the above stated charge, all the amounts or assets that Merhav will receive from the Borrower in the wake of a "distribution" (as defined in the Companies Law), with respect to Merhav's shares in the Borrower, will be released to Merhav for its requirements.
- 8.6 First ranking fixed charge on all the rights of Merhav to the Borrower with respect to the loans provided by Merhav to the Borrower as well as the undertaking by Merhav to create, for the benefit of the Lenders, a charge of the ranking as detailed above, on all the rights for the repayment of the additional loans that will be granted to the Borrower, and this together with their being provided. It is agreed that Merhav will be at liberty to use the amounts received under the provisions of Section 10.4.2 below for the purpose of the payments to the Financial Institutions.
- 8.7 First ranking fixed charge on all the shares that will be transferred on the Closing Day to the ownership of the Borrower in 012 Telecom Ltd. and all the rights derived therefrom and related thereto, including, and without derogating from the stated generality, the rights to receive dividends or any other distribution with respect to the shares. It is hereby agreed that as long as no Instance of Breach has occurred, the Borrower will be at liberty to use the cash dividend amounts that will be transferred to the Borrower from 012 Telecom Ltd., for any purpose, subject to the provisions of this Agreement.
- 8.7.1 The Borrower undertakes that by no later than the lapse of 30 days from the Closing Day, Article 37a will be added to the 012 Telecom Ltd. Articles of Association, in the following wording: "That stated in Articles 36 and 37 will not apply to the realization of any charge whatsoever created and / or which will be created with respect to the shares in the company, in whole or in part, for the benefit of a banking institution. For the avoidance of doubt, it is clarified that any realization of a charge as stated, will be executed subject to obtaining the approval of the Minister as defined in the special general license issued to the company for the provision of internal land line based Bezeq services on December 21, 2005, as amended and / or will be amended from time to time." " **Banking Institution** " – as defined in the Banking Law (Licensing) 5741 – 1981.

9. Declarations by the Borrower

The Borrower declares and undertakes to the Lenders as follows:

- 9.1 The Borrower is a private company incorporated and registered in accordance with the laws of the State of Israel.
- 9.2 On the Closing Day, there are no claims, arbitration, discussions or administrative process pending against the Borrower, with the exception of an application to authorize an arrangement under Article 350 of the Companies Law 5759 – 1999, of December 15, 2009 and the Borrower is not aware of any claim, arbitration, discussions or administrative process pending against Smile with the exception of the above stated application and the claims detailed in the Purchase Agreement and all its appendixes and with the exception of that as detailed in Annex 9.2 of this Agreement. Furthermore, no information has been received by the Borrower with respect to the intention to open a process, as stated, against the Borrower or against Smile.
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- 9.3 On the Closing Day, there is no lien or mortgage of any kind on the assets of the Borrower, (subject to that stated in Section 8.1 above), there is no undertaking on the part of the Borrower to create a lien or mortgage of any kind on any of the assets of the Borrower, and no entity whatsoever has a right of financial security or other right in any of the assets of the Borrower and there is no undertaking on the part of the Borrower to impart, to any entity whatsoever, rights of financial security or similar right in any of the assets of the Borrower, with the exception of liens created and / or which will be created by the Borrower in favor of the Lenders under the terms of this Agreement, and the current second ranking charge in favor of the Institutions with respect to the loan by the Institutions that will be subject to limitations as detailed in **Annex 9.3** to this Agreement.
- 9.4 Neither the Borrower nor Merhav have any ground for the cancellation of the Purchase Agreement in accordance with the grounds for cancellation detailed therein. It is clarified that should the Borrower and / or Merhav are aware of a ground as stated up to the Closing Day, then even if the Borrower will decide to not realize its right to cancel the Purchase Agreement, the Borrower must inform the Lenders in writing regarding the ground as soon as possible after becoming aware of the ground for the first time, and the Lenders will be entitled not to provide credit and to cancel this Agreement.
- 9.5 As at the Closing Day, all the agreements, the permits and the authorizations required with respect to the execution of the Purchase Agreement, have been given to the Borrower by the Anti Trust Authority as well as by the Ministry of Communications and no additional authorizations whatsoever are required from other regulatory authorities.
- 9.6 Merhav is the holder of 100% of the issued share capital of the Borrower, and is the sole direct controlling shareholder in the Borrower.
- 9.7 The Borrower has the legal powers, the authority and the rights to contractually associate under this Agreement and to fulfil all its provisions and conditions, and all the Borrower's undertakings under this Agreement which are, in the framework thereof or in connection therewith, are legal, effective, valid, obligating and enforceable on the Borrower in accordance with all its terms and conditions.
- 9.8 All the agreements, the authorities, the permits and the authorizations required under the Provisions of the Law, in accordance with the Borrower's documents of incorporation, in accordance with the Purchase Agreement, and in accordance with any other agreement that the Borrower or the controlling shareholders in the Borrower is a party to, for the purpose of contractually associating in the Purchase Agreement and the execution thereof in accordance with the provisions thereof, for the purpose of the signing of this Agreement by the Borrower, for the purpose of obtaining credit from each of the Lenders in accordance with this Agreement, for the purpose of creating the Securities in favor of each of the Lenders as detailed in this Agreement and for the purpose of granting priorities to the Lenders over third parties with respect to the above stated Securities (with the exception of the permitted liens existing over the mortgaged assets within the framework of the floating charge as stipulated in Section 8.1 above and with the exception of the lien on the Borrower's shares, as stated in Section 8.5 above, which will be only of second ranking) and for the purpose of the execution of all that stated in this Agreement.
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- 9.9 That by the Closing Day, the authorization of the Court will be obtained with respect to the application of December 15, 2009, submitted by the Borrower under Article 350 of the Companies Law and that the confirmation of the Borrower's attorney of the fact that up to the Closing Day, no objections to the execution of the arrangement were submitted to the Court and that the period for the submission thereof, by law, has ended, will also be obtained. That the Borrower has carried out all the actions and has taken all the decisions and authorizations required for the purpose of the signing the Credit Documents and the execution thereof, and that the signing on the part of the Borrower on these documents obligates the Borrower to all intents and purpose. That each of the Credit Documents, after they will be signed by the other parties to the Agreement, will constitute an obligating and valid legal undertaking on the part of the Borrower, and will be enforceable on the Borrower in accordance with the terms and conditions thereof.
- 9.10 There is no limitation or exclusion under the law or in accordance with any agreement for the upholding of all the undertakings of the Borrower in accordance with this Agreement, and there is no limitation and / or exclusion as stated for the provision of the Securities in accordance with this document and that there are no limitations to the realization of the Securities in accordance with this document, on the part of any of the Lenders, with the exception of limitations in accordance with the Licenses and the limitations as stated in **Annex 8.5** to this Agreement.
- 9.11 The Purchase Agreement has been legally signed and, as at the Closing Day, is valid, to all intents and the purpose, and obligates all the parties to it in accordance with its terms and conditions.
- 9.12 That all the information and the documents handed over to the Lenders or to the Bank Coordinator or to anyone acting of their behalf, in accordance with the Credit Documents, were correct, in full and precise at the time of the handing over thereof.
- 9.13 With the exception of their undertakings in accordance with the Purchase Agreement, no undertaking has been given on the part of the Borrower and / or on the part of the controlling shareholders in the Borrower, with respect to Smile, and the purchase consideration will be paid in full by means of the Credits and by means of the Independent Resources.
- 9.14 The Borrower is not in possession of information, that is not in the public domain, with respect to Smile or with respect to the Acquired Assets and / or with respect to the Purchase Agreement, which was not brought to the attention of the Lenders, and which, to the best of the Borrower's understanding, if it had been brought to the attention of any of the Lenders, would have lead to the Lenders, all or some thereof, to refrain from providing the Credit for the benefit of the Borrower, or would have lead to their not agreeing to rely on the Securities detailed in this Agreement.
- 9.15 To the best of the Borrower's knowledge, no Instance of Breach has occurred.
- 9.16 As at the date of the signing of this Agreement, all the terms and conditions and all the representations detailed therein, with the exception of the terms and conditions that are to be upheld after this date, are being upheld. The Borrower is not in breach of the terms and conditions and undertakings detailed in this Agreement. With respect to all the terms and conditions that must be upheld in accordance with this Agreement, after the date of the signing of this Agreement, there is no exclusion to executing and / or upholding them in full and on time.
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10. Additional Undertakings on the Part of the Borrower.

Without derogating from the Provisions of the Law and the provisions of the Credit agreement, the Borrower undertakes, to each of the Lenders, to uphold the following undertakings, at all times up to the settlement of all the Credit amounts:

10.1 Financial Information

The Borrower undertakes to submit to each of the Lenders:

- 10.1.1 No later than April 7 each year, the annual Financial Statements as at December 31 of the previous year. The following will be attached to the above stated Financial Statements: a). A confirmation, in the name of the Borrower, from the Chief Financial Officer (CFO) or from the Chief Executive Officer (CEO) of the Borrower, in accordance with which, the Borrower has complied with all the financial bench marks detailed below. b). Details of the relevant data and an exhaustive explanation with respect to the manner of the calculation of the Borrower complying with the financial bench marks. c). Solo Financial Statements referring to December 31 of the previous year, insofar as the Borrower customarily does, during the period related to the matter, draw up solo Financial Statements as stated, including for its internal use and d). Details of the Related Corporations existing as at December 31 of the previous year.
 - 10.1.2 No later than 61 days after the end of each quarter, the Financial Statements relating to the preceding quarter, as well as: Details of the unsettled balance of Loan A, of Loan B and of Loan C as was the situation on the last day of the preceding quarter, with respect to each of the Lenders separately, details of the management fees paid by the Borrower during the course of the preceding quarter, insofar as this is not detailed in the Financial Statements relating to the matter, and insofar that, at the Closing Day, the Borrower selected the alternative as detailed in Section 5.3.2 – details of the unexploited balance of the Line of Credit C that was (insofar as it was), on the last day of the preceding quarter, with respect to each of the Lenders separately. Furthermore, the following will be attached to the above stated Financial Statements: a). A confirmation, in the name of the Borrower, from the Chief Financial Officer (CFO) or from the Chief Executive Officer (CEO) of the Borrower, in accordance with which, the Borrower has complied with all the financial bench marks detailed below. b). Details of the relevant data and an exhaustive explanation with respect to the manner of the calculation of the Borrower complying with the financial bench marks. c). Details of the Related Corporations existing as at the end of the quarter to which the Financial Statements refer, as stated.
 - 10.1.3 No later than 2 days prior to the Assessment Date, all the relevant data for the purpose of the calculation of the compliance of the Borrower with the benchmarks stipulated in Sections 10.3 and 10.4.2, signed, in the name of the Borrower, by the Chief Financial Officer (CFO) or by the Chief Executive Officer (CEO) of the Borrower.
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- 10.1.4 Should the Borrower not draw up solo Financial Statements, for any particular fiscal year, then the Lenders will be at liberty to demand of the Borrower, and the Borrower will be obliged to arrange for the Lenders, a presentation – on a date that will be set in coordination with the Lenders and the Borrower, but no later than May 31 – with respect to the solo financial data of the Borrower for such fiscal year, accompanied by explanations and notes insofar as will be demanded by the Lenders in that context.
- 10.1.5 Should one of the Lenders notify the Borrower that, in accordance with the demands of the Bank of Israel, the submission of Financial Statements is required at an earlier date than any date stipulated above, the Borrower undertakes to bring the submission of the Financial Statement forward to such date.
- 10.1.6 The Borrower confirms that it has been informed of the demands of the Bank of Israel with respect to the submission of Financial Statements on time and that a delay in the submission of the Statements is likely to cause any of the Lenders, inter alia additional costs and / or to obligate any of them to make a provision in their books.
- 10.1.7 The Borrower will submit, to the Lenders, a report regarding any management agreement or other agreement that gives the controlling shareholders in the Borrower the right to any payment whatsoever from the Borrower or from the companies under its control, immediately after the signing thereof. For the avoidance of doubt, it is hereby clarified that there is nothing stated in this Section to permit the payment of any payment whatsoever to the controlling shareholders in the Borrower, except in accordance with, and subject to, the limitations detailed in Section 10.4 below.
- 10.1.8 The Borrower will submit, to the Lenders, a copy of every authorization, notification, report or any other document that the Borrower is obliged to submit to the Registrar of Companies and / or to the Securities Authority and / or to the Stock Exchange in Tel Aviv and / or to the Ministry of Communications and / or to any other Authority and which is intrinsic for the purpose of examining capability of the Borrower to meet its obligations in accordance with this Agreement and this as soon as possible after the producing thereof to such entity. If the notification or the report are published on the date of the submission thereof to the relevant Authority, on the Authority's website, the Borrower will inform the Lenders in writing regarding the submission of the report or notification, as stated, to the relevant Authority and submit a copy thereof to any of the Lenders, at its behest.
- 10.1.9 The Borrower will submit to the Lenders, at the end of 30 days after the Closing Day, a proforma report of the Borrower that will reflect the execution of the Purchase Agreement, signed in the name of the Borrower, by the Chief Financial Officer (CFO) or by the Chief Executive Officer (CEO) of the Borrower.
- 10.1.10 The Borrower will submit to any of the Lenders, at the reasonable demand of the Lender, subject to and in accordance with the Provisions of the Law, reports, documents, information and clarifications which, in the opinion of such Lender, are relevant for the purpose of the management of the Credits, the charges and the Securities, insofar as will be demanded by the Lenders including, but without derogating from the generality of the above stated, any information and documents with respect to the business and the financial state of the Borrower and of the corporations under its control and the Financial Statements of the corporations under the control of the Borrower, insofar as the above stated corporations generally draw up, at that time, Financial Statements on a separate basis.
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- 10.1.11 The Borrower undertakes to transfer to the Lenders, a notification, in any case that the Borrower will become aware of the occurrence of an Instance of Breach, and this close to the time of the Borrower becoming aware of the breach.
- 10.1.12 The Borrower will submit, to the Lenders, a copy of every notification or essential material that the Borrower will submit to its shareholders in their capacity as shareholders in the Borrower (that is, any material that the shareholders in the company have a right to peruse, as stated in Article 184 of the Companies Law), close to the time of the stated submission.
- 10.1.13 The Borrower will transfer to the Lenders, any notification in writing received from a Government or Administrative Authority, with respect to the Licenses or any one thereof, with respect to a breach or apparent breach of the terms and conditions of the Licenses or any one thereof, the cancellation, suspension thereof or intrinsic change thereto, and this immediately after the receipt of the above stated notification.

All the documents and the data required of the Borrower in accordance with this Section 10.1 will be drawn up to the satisfaction of the Bank Coordinator. In order only to eliminate doubt, it is hereby clarified that, subject to the remaining provisions of this Agreement, the handing over of the above stated documents and information is subject to the obligation of banking confidentiality customary in Israel.

10.2 Access to Data

The Borrower will enable the Lenders, including their employees and office holders (hereinafter – the “Representatives of the Lenders”), access to the books, documents, data or other information whatsoever in its possession, and the Borrower will also enable the Lenders or the representatives of the Lenders as stated, to obtain copies of the stated material, insofar as the matter will be deemed by the Lenders or their Representatives required to execute this Agreement or to manage the Credit and the Securities or to protect the rights of the Lenders in accordance with the Credit Documents.

In addition, the Borrower will enable the Lenders' professional consultants nominated with the consent of the Borrower who have entered into confidentiality undertakings towards it, access to its books, documents, data or information of any kind in its possession, and will also enable the aforesaid consultants to be provided with copies of such material to the extent that it seems to the consultant, a relevant requirement for the purpose of providing the services that they have agreed with it, to the Lenders in connection with its executing this Agreement or managing the Credit and Securities or protecting the Lenders' rights according to the Credit Documents.

The Borrower will not refuse to give its agreement to the appointment of any consultant whatsoever for reasons that are not reasonable. Furthermore, in any case of refusal, the Borrower will justify its refusal in writing. The Borrower hereby agrees in advance that Leumi Partners Investigations Ltd., will serve as a consultant subject to its signature on a non disclosure agreement in a wording acceptable to the Borrower and to that fact that the workers who will be employed to this end at Leumi Partners Investigations Ltd. will not carry out work for, or with respect to, any of the Borrower's competitors, within the framework of which, the above stated workers will be in contact with any of the competitors or the office holders therein.

In addition, the Borrower will cooperate and will cause the office holders, consultants and relevant workers acting on behalf of the Borrower, to cooperate with the Lenders, their consultants or representatives of the Lenders as stated, will meet with them from time to time and will transfer to them any information or material as stated, all as the Lenders, their consultants, or representatives will deem necessary for them, and subject to the above stated limitations.

The Borrower declares that there is nothing in the appointment of the consultants acting on behalf of the Lenders as stated, and in the reports or information of any kind whatsoever, that will be handed over by those same consultants to the Lenders, in order to release the Borrower from any obligation whatsoever imposed on the Borrower, with respect to the Lenders, in accordance with the Credit Documents, whether an undertaking to transfer reports and information or with respect to any other undertaking whatsoever, or in order to impose on the Lenders or on the representatives of the Lenders or on the consultants acting on their behalf, any obligation whatsoever, or any liability with respect to the Borrower – with the exception of the obligation of confidentiality imposed on the consultants as will be detailed in the non disclosure agreement that will be signed by them as stated above – or in order to constitute a waiver of any kind on the part of the Lenders, or any estoppel whatsoever with respect to the Lenders or other allegations and such forth.

In order to only eliminate doubt, it is hereby clarified that, subject to the remaining provisions of this Agreement, the handing over of the documents and the information as stated above is subject to the obligation of banking confidentiality applicable in Israel.

10.3 Undertaking to Comply with the Financial Benchmarks (an Example of the Manner of the Examination Attached as Annex 10.3)

The Borrower undertakes to the Lenders to comply with each of the financial benchmarks detailed in this sub-section below, which will be examined at each Assessment Date:

- 10.3.1

The Operating Profit to service the Debt (EBITDA) of the Borrower will not be less than a total of NIS 220 million, this amount being linked to the index, commencing from the Known Agreement Index.
- 10.3.2

In accordance with the data of each of the calendar quarters detailed below, the Debt Service Ratio of the Borrower will not be less than the value stipulated in the following table with respect to such quarter.



	With Respect to Q1	With Respect to Q2	With Respect to Q3	With Respect to Q4
2010		1.230	1.230	1.251
2011	1.251	1.281	1.281	1.322
2012	1.322	1.361	1.361	1.434
2013	1.434	1.510	1.510	1.547
2014	1.547	1.582	1.582	1.614
2015	1.614	1.648	1.648	

It is clarified that the unsettled balance of the principal of Loan C will be deducted from the Debt Service Ratio.

10.3.3 In accordance with the data of each of the calendar quarters detailed below, the Debt Service Ratio of the Borrower will not exceed the value stipulated in the following table with respect to such quarter.

	With Respect to Q1	With Respect to Q2	With Respect to Q3	With Respect to Q4
2010		3.830	3.830	3.651
2011	3.651	3.425	3.425	3.208
2012	3.208	2.981	2.981	2.786
2013	2.786	2.111	2.111	1.936
2014	1.936	1.752	1.752	1.587
2015	1.587	1.410	1.410	1.246

It is clarified that for the purpose of the examination of the compliance on the part of the Borrower with all of the financial benchmarks detailed in Sections 10.3.1, 10.3.2 and 10.3.3 above, in each of the quarters in 2010, the cumulative Operating Profit to service the Debt (EBITDA) as at the Closing Day, will be taken when adjusted by an annual calculation.

The financial benchmarks laid down in Sections 10.3.1, 10.3.2 and 10.3.3 above (“**The Benchmarks**”), are based on accounting standards, accounting rules, estimates and accounting policies (“**Financial Reporting**”) as implemented in the most recent Financial Statements of the Borrower, as at the date of this document (“**The Most Recent Statements**”).

A different financial reporting from that on which the drawing up of the most recent Statements was based, including, but not limited to, in the wake of the implementation of the International Financial Reporting Standards (IFRS), new / other / any financial reporting standards in Israel or abroad, a change in estimates and / or a change in financial reporting policies (all the above stated will be hereinafter called, jointly and severally - “**New Financial Reporting**”), is likely to bring about changes which will have ramifications on the benchmarks.

Therefore, the Borrower agrees as follows:

At any time that it will transpire in the perception of the Lenders, at their sole discretion, that changes have been made and / or are about to be made to the Borrower's Financial Statements, in the wake of the New Financial Reporting, they will be at liberty, after consulting with the Borrower and upon obtaining the agreement of the Borrower, to determine what are the changes required in the benchmarks (“**The Amended Benchmarks**”) in order to adjust them to the stated changes, and this with the intention of adjusting them to the original financial purpose for which the benchmarks were determined.

Should the Bank Coordinator inform the Borrower what the amended benchmarks are – these will obligate the Borrower commencing from the date of the submission of the notification by the Bank Coordinator and will view this appendix as if it includes, commencing from the date of the submission of the notification by the Bank Coordinator, the Amended Benchmark.

It is hereby agreed that in any case that a difference of opinion between the Borrower and the Lenders will become apparent, with respect to the changes required in the benchmarks in the wake of the New Financial Reporting, the parties will appoint an expert who is an independent auditor, belonging to one of the big five auditing firms in Israel, who will determine what the Amended Benchmarks are and his ruling will obligate the parties. The Borrower will bear the cost of the fees of the above stated expert.

10.4 Undertakings with respect to Payments to Stakeholders

- 10.4.1 With the exception of that detailed in Sections 10.4.2 and 10.4.3 below, the Borrower and any Related Corporation, will not pay, directly or indirectly, in any manner whatsoever, to any of the Stakeholders in the Borrower or to a relative of an Stakeholder and / or to a corporation (including a partnership or enterprise) under the control of any of them, (not through the Borrower) and / or to a corporation (including a partnership or enterprise) under the control of any of them together with others (not through the Borrower) and / or to a third party who will replace them or act on their behalf, dividends, repayments of owners equity, salary, expenses, management fees, consultancy fees, participation fees, commissions or and amount owing and / or will be owing to them, with respect to any other ground whatsoever, whether in money or money equivalents, and will also not allow then to withdraw a monetary amount or monetary equivalent amount, as stated, without obtaining the prior written agreement of the Lenders. In spite of that stated in this Section above, it is hereby agreed that the Borrower as well as a Related Corporation, will be entitled to pay the CEO of the Borrower or of a Related Corporation, salary with respect to his office at the Borrower or at a Related Corporation and also to pay a director in the Borrower or in the Related Corporation, or to a Stakeholder or to the relatives of the Stakeholder, as the case may be, acceptable salary with respect to his position as a director or other officer in the Borrower or in the Related Corporation. Furthermore, the Borrower or the Related Corporation will be at liberty to pay amounts to the Stakeholders and their relatives, as stated above, with respect to transactions and contractual associations that are conducted in the course of the regular business of the Borrower or the Related Corporation and of the Stakeholder and under market conditions.
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10.4.2

It is hereby agreed that the Borrower will be at liberty to pay Merhav payments as detailed below subject to the upholding of all the following terms and conditions in accumulation:

- 10.4.2.1 On every date of institutional payments as detailed in the settlement table attached as Annex 10.4.2.1 to this Agreement, or as will be amended in accordance with that stated in Section 1.1.1. (“**Financial Institutions Settlements Time Table**”), the amount of payment to Financial Institutions relevant at that date. It is hereby agreed that in the case that Merhav will alter the terms and conditions of the Financial Institutions loan and, as a result thereof, the amounts that will be required to be settled with the Financial Institutions every three months will be lower than the amounts detailed in the Financial Institutions Settlements Time Table, and also in the case that Merhav will replace the loan from the Financial Institutions with credit from another financial institution, and the amounts that it will be required to settle with respect thereto, every three months, will be lower than the amounts detailed in the Financial Institutions Settlements Time Table, the Financial Institutions Settlements Time Table will be replaced in accordance with the amended or replaced credit terms and conditions as is appropriate, and the new Financial Institutions Settlements Time Table will apply and obligate from such date. At the date of the replacement of the Financial Institution Settlements Time Table as stated above, the parties will sign on an amendment to this Agreement for the purpose of changing the definition of the loan from the Financial Institutions and the institutional payments accordingly.
- 10.4.2.2 By no later than 2 Business Days prior to the date of the execution of the payments to Financial Institutions in accordance with sub-section 10.4.2.1 above, the Borrower will deposit, in a separate account, (the “Accumulation Account”) which will be conducted in the name of the Borrower at the Central Tel Aviv Branch (800) of the Bank Coordinator, an identical amount to the amount of the payments to the Financial Institutions for such date. The obligation of the Borrower to deposit the amounts as stated in the sub-section will be until the amounts that will be accumulated in the accumulation account will reach the accumulated amount – as the above stated amount will be estimated by the Bank Coordinator – of the interest that the Borrower will have to pay to the Lenders with respect to Loan A, Loan B and Loan C at two consecutive payments dates of each of the above stated loans, that apply after the date of the execution of the payment to the Financial Institutions related to the matter.
- 10.4.2.3 Together with the first deposit in favor of the accumulation account, the Borrower will create, in favor of the Lenders, a fixed charge of first ranking, on the accumulation account and on all the monies that will be deposited into the stated account and all the rights with respect thereto, for the purpose of guaranteeing its debts and undertakings with respect to the Lenders regarding the Credit Documents. The charge will be in the wording and under the terms and conditions as will be acceptable to the Bank Coordinator and the company will produce for the Bank Coordinator, upon the creation of the lien, any authorization and agreement as will be demanded by the Bank Coordinator.

In this matter it is clarified that:

The Borrower will be at liberty to invest the monies in the accumulation account in short term banking deposits, short term loans, or negotiable securities or negotiable Exchange Traded Notes issued by the State of Israel. To this end, the values of the short term banking deposits and / or the securities and / or the Exchange Traded Notes will be considered in accordance with their closing price on the Tel Aviv Stock Exchange, 2 Business Days prior to each payment date to Financial Institutions. Surpluses that will accumulate over and above the amounts required as stated in Section 10.4.2.2. above, will be able to be withdrawn by the Borrower.

- 10.4.2.4 As at the [date of the] Financial Statements known at the date of the relevant payment to the Financial Institutions, the overall Debt Service Ratio will not be less than the value stipulated in the following table, with respect to the quarter that is the subject of the above stated Financial Statements:

	With Respect to Q1	With Respect to Q2	With Respect to Q3	With Respect to Q4
2010		1.293	1.293	1.209
2011	1.209	1.146	1.146	1.183
2012	1.183	1.161	1.161	1.216
2013	1.216	1.274	1.274	1.306
2014	1.306	1.336	1.336	1.365
2015	1.365	1.394	1.394	

It is hereby clarified that the unsettled balance of the principal of Loan C will be offset from the Debt Service Ratio.

- 10.4.2.5 As at the [date of the] Financial Statements known at the date of the relevant institutional payment, the total Debt Service Ratio will not exceed the value stipulated in the following table, with respect to the quarter that is the subject of the above stated Financial Statements:

	With Respect to Q1	With Respect to Q2	With Respect to Q3	With Respect to Q4
2010		3.377	3.377	3.219
2011	3.219	3.043	3.043	2.850
2012	2.850	2.801	2.801	2.619
2013	2.619	1.999	1.999	1.833
2014	1.833	1.672	1.672	1.514
2015	1.514	1.356	1.356	1.199

- 10.4.2.6 As at the date of the payment of the relevant Institutional payments, the amount of the Operating Profit to service the Debt will not be less than an amount of NIS 230 million, with this amount being linked to the Known Agreement Index.

It is clarified that for the purpose of the examination of the compliance of the Borrower with each of the financial benchmarks detailed in Sections 10.4.2.4, 10.4.2.5, 10.4.2.6 above, in each of the quarters applicable during 2010, the cumulative Operating Profit to service the Debt (EBITDA) from the Closing Day will be taken, it being adjusted by an annual calculation.

- 10.4.2.7 Commencing from the lapse of 36 months from the Closing Day (and after the payment to the Financial Institutions and the payment to the Lenders due at that point in time) and as long as Loan C, insofar as such exists, has not been settled, the payment to the Financial Institutions will be dependent, in addition to that stated heretofore and hereinafter, upon obtaining the prior authorization of the Lenders, in writing, for the execution thereof. The Lenders will not withhold such authorization, provided that the Borrower satisfies them, prior to the execution of the payments to the Financial Institutions, with respect to the Borrower's ability to settle the unsettled balance of the principal of Loan C, in full and on time.
- 10.4.2.8 At the first date upon which the payment to the Financial Institutions will be executed, the Lenders will be in possession of the Financial Statements referring to the preceding quarter, and the data that will be included in the Financial Statements as stated, will indicate the fact that the Borrower was an active company during a minimum period of three months.
- 10.4.2.9 The Borrower has complied with all its obligations to each of the Lenders in accordance with the Credit Documents.
- 10.4.2.10 No Instance of Breach has occurred.
- 10.4.3 Furthermore, it is hereby agreed that the Borrower will be entitled to pay Merhav, a Stakeholder in the Borrower (as defined in the Securities Law) or bodies related to them, management fees, the cumulative total of which, in a calendar year, will not exceed NIS 15 million, linked to the Known Agreement Index (the "Maximum Management Fee Amount") as well as the payment of the Value Added Tax, against an invoice that Merhav will produce to the Borrower, with respect to the interest paid on the Subordinate Loans, subject to all the following terms and conditions: (a) The terms and conditions detailed in Sections 10.4.2.9 and 10.4.2.10 will be upheld, (b) the Lenders will be in possession of Financial Statements indicating the fact that the Borrower was an active company during a minimum period of three months. It is hereby clarified that the amount of the management fees refers to each calendar year separately. Should management fees not be paid in a particular year – not as result of the Borrower failing to comply with the terms and conditions detailed in Sections 10.4.2.9 and 10.4.2.10 above – all or part thereof, the Borrower will be entitled to pay them subject to the upholding of the terms and conditions as stated above, only in the subsequent year.
- 10.4.4 The Borrower and any Related Corporation will not carry out, directly or indirectly, exceptional transactions as defined in the Companies Law (including provision of loans by the Borrower or a Related Corporation), with any of the Stakeholders in the Borrower, or a relative of a Stakeholder and / or with a corporation under the control of any of them (not through the Borrower) and / or with a corporation under the control of any of them together with others (not through the Borrower) and / or with a third party that will replace them or act on their behalf, without obtaining the prior authorization of the Lenders. It is clarified that, in the matter of the definition of "exceptional transactions", the market conditions and the regular course of business will be examined relative to each of the parties to the transaction.
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10.5 Conducting the Business of the Borrower.

- 10.5.1 The Borrower will not alter the field of its activities from the Area of Business except subject to that stated in Section 10.5.2 below.
- 10.5.2 The Borrower undertakes that, without the prior written agreement of the Lenders, the Borrower will not carry out significant investments that are not in the Area of Business, except after obtaining the prior written agreement of the Lenders. In the matter of this Section 10.5.2, "significant investments" – investments of an annual cost of a cumulative total exceeding NIS 5 million (linked to the Known Agreement Index), in each calendar year.
- 10.5.3 For the avoidance of doubt, and without derogating from the obligations of the Borrower detailed in the remaining Sections of this Agreement, or in the Security Documents, it is hereby clarified that all the activities purchased by the Borrower in accordance with the Purchase Agreement will be carried out and managed by the Borrower directly and will, at all times, be under the ownership of the Borrower.
- 10.5.4 The Borrower undertakes that any corporation that the Borrower is, or will be, a Stakeholder therein, including partnerships that the Borrower will, directly or indirectly, be the owners thereof, at a rate of 5% and over, will only deal in activities in the Area of Business.
- 10.5.5 The Borrower undertakes not to execute, not to undertake to execute, and not to institute any procedures whatsoever to execute a Merger (with the exception of in accordance with the application submitted to the Court on December 12, 2009, for an arrangement in accordance with Article 350 of the Companies Law 5759 – 1999) without obtaining the prior written authorization of the Lenders for this purpose. To this end, the Borrower undertakes to transfer to the Lenders, immediately, any information and document, required by the Lenders, at their discretion, with respect to the requested Merger, in order for them to determine their position with respect to the Merger.
- 10.5.6 The Borrower undertakes that no Related Corporation will create, for the benefit of any entity whatsoever, a lien of any kind whatsoever, on its assets or on part thereof, including on equity and non-paid up share capital.
- 10.5.7 The Borrower undertakes that it will not sign any guarantee to secure debts or undertakings of a corporation (including a partnership or venture) in which the Borrower is not a controlling shareholder, with respect to any entity, and neither will the Borrower undertake to indemnify any entity whatsoever with respect to the non-upholding of a debt or undertaking of the corporation (including a partnership or venture) as stated, with respect thereto, without obtaining the prior written authorization of the Lenders.

10.6 Undertaking to Produce Valuation

The Borrower will produce for the Lenders, at their behest, in which the Lenders will stipulate that it derives from a provision or demand from the Bank of Israel, and no more than once a year, an assessment of the value of the Borrower, (by cash flow capitalization, DCF, and in accordance with additional requirements that will be laid down by the Bank Coordinator in light of the provisions or demands of the Bank of Israel, as such will be from time to time), by an independent value assessor, who will be agreed upon by the Lenders in advance. For the avoidance of doubt, it is clarified that the Borrower will bear all the costs related to the value assessment as stated.

11. **Immediate Settlement**

It is agreed that in each of the events detailed hereunder, the Lenders (as required by each of them) are entitled to adopt one or more of the reliefs detailed hereunder. For the avoidance of doubt, it is clarified that if the Lenders abstain from adopting a specific relief, this will not detract from their right to do so on any future occasion; all at their discretion and without time limitation. Notwithstanding the aforesaid, it is hereby agreed that notwithstanding the occurrence of an Event of Breach, the Lenders, not having adopted any of the reliefs available to them and the Event of Breach having been rectified or no longer subsisting by the date on which the Lenders seek to adopt any of the reliefs available to them, then the Lenders will not be entitled to adopt such reliefs. It is clarified that nothing in the aforesaid shall derogate from the Lenders' rights to adopt any relief whatsoever in respect of another Event of Breach, if and to the extent there is such:

- (a) Not to provide the Borrower with any additional credit that they have undertaken to provide under this Agreement;
- (b) To demand the immediate payment of the balance of the undischarged Credit or part thereof, together with linkage differentials, exchange rate differentials, interest cumulative up to such time and not yet paid, expenses, other obligations and commission that have accumulated up to such time and have not been paid, plus arrears of interest applicable to such credit (but arrears of interest will only be paid on the Credit actually provided up to immediate settlement and applicable from such date to the extent that it has not been paid), as well as any additional sum which is, in the Lenders' opinion, available to them in respect of any damage caused to them pursuant to early settlement of the Credit;
- (c) To increase the rate of interest applicable to the Credit, or any part thereof, as specified in Section 5.4 above;

It is further clarified that the Events/circumstances specified above in the sub-sections of this Section 11 (as may be amended by the parties in writing from time to time) and the Events entitling the demand for immediate settlement as detailed in the debenture charge entered into by Telecom under Section 8.7 above and the floating debenture charge entered into under Section 8.1 above as amended by the parties from time to time (the "Credit Grounds"), are the sole grounds for establishing the right of the Lenders to demand immediate settlement. It is hereby clarified that if grounds are found other than the Credit Grounds, in other documents that are not referred to above, they will not be applicable in respect of the Credit.

These are the Events:

- 11.1 If the Borrower does not pay to any of the Lenders any amount whatsoever that is due to any of them according to the Credit Documents on the date determined for its payment and if such amount is not paid within 7 Business Days from the payment date.
 - 11.2 If a sequestration or any action by the Execution Office is imposed on the Borrower's assets or the assets of any Related Corporation or on part thereof or if the Execution Office initiates any action in respect thereof, in a sum that exceeds 20 million NIS., linked to the Known Agreement Index and it is not rescinded within 45 days, or if the sum is less than 20 million NIS. linked to the Known Agreement Index, and it is not rescinded within 90 days.
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- 11.3 If an application is issued for a liquidation or the prior appointment of a provisional liquidator, receiver, special administrator or freezing processes or the granting of an order to seize assets, and no objection to such application is submitted within 30 days, or the objection is overruled, or if a winding-up order is issued against the Borrower or a Related Corporation, or a freezing order.
- 11.4 If the Borrower or a Related Corporation requests that a winding-up order be served on it, or a freezing order, or if the Borrower or a Related Corporation convenes a meeting of creditors for an arrangement with it, (unless the Lenders' prior written agreement has been given for a meeting of creditors in order to make a change in structure or for reorganization) or if the Borrower or a Related Corporation resolves on dissolution, or commits an act of bankruptcy.
- 11.5 If the Borrower or a Related Corporation resolves on a Merger, or a division or an arrangement, or if control or ownership of the Borrower changes, directly or indirectly compared with that which is detailed in Section 9.5 above, without the Borrower having obtained the prior written agreement therefore, of the Lenders.

"Splitting" - as defined in Part E(2) of the Income Tax Ordinance (New Version) or any Provision of the Law that succeeds it.

"Arrangement" - as defined in Sections 350 and 351 of the Companies Law 1999-5759, or any Provision of the Law that may succeed it.

- 11.6 If the Borrower's or a Related Corporation's business activities or commercial activity is discontinued and not recommenced within six months from the date of discontinuation.

11.6a If the Borrower or a Related Corporation infringes or fails to fulfill the undertakings under the Credit Documents in a way that is not mentioned in any of the other sub-Sections of this Section 11 and which, in the opinion of one of the Lenders, is a fundamental undertaking towards it, and the breach thereof is not rectified within 30 days from the date on which the Lenders give warning thereof in writing.

- 11.7 If it is clarified that there is a declaration or confirmation by the Borrower contained in the Credit Documents, that is "fundamental" in the sense that had the Lender been aware of it on the date of providing the Credit to the Borrower, the Lenders would not have given the Credit, whether contained above in this Agreement or contained in any of the other Credit Documents.

- 11.8 If the Borrower issues bearer securities without the Lenders' prior written agreement.

- 11.9 If a License/franchise that the Borrower or a Related Corporation has received, is rescinded or postponed, or if there is any change is made in the conditions of the License/franchise that the Borrower or the Related Corporation has received, which is, in the opinion of the Lenders, fundamental, and, in the opinion of any of the Lenders, pursuant to such change or rescission, as the case may be, there is less likelihood of the Credit being repaid in full and on time.
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- 11.10 If at any time, an event or circumstance should occur that would, in the opinion of the Lenders, threaten or endanger, in a fundamental way, the likelihood of full and timely repayment of the Credit to the Lenders, including the aforesaid circumstances that could result in there being a high probability of an adverse effect on the financial position and/or the activities and/or the businesses of the Borrower, or if, in the opinion of the Lenders, there is a high probability that such event or circumstance is expected to occur, whether the occurrence of the event or circumstances as aforesaid is dependent on the Borrower or not; but only if, to the extent that the event or circumstance is dependent on the Borrower, after the lapse of 30 days from the date on which the Lenders have given the Borrower notification of its existence, the Borrower has failed to establish, to the Lenders' complete satisfaction, that the measures required to assure the likelihood of the Lenders' being repaid in full and on time, have been adopted.
- 11.11 If an event of any kind occurs, the result of which could entitle a Financial Institution, in accordance with any document whatsoever signed and/or to be signed by the Borrower or by a Related Corporation, to require the immediate settlement of the indebtedness and obligations of the Borrower or of a Related Corporation towards such entity, the cumulative total of which is not lower than 50 million NIS., and also if such entity does not exercise the aforesaid entitlement - on condition that the Financial Institution has not issued to the Borrower or the Related Corporation, within 25 days from the occurrence of the event, a written confirmation according to which it does not require immediate settlement of the Credit due to the occurrence of the event.
- 11.12 If a Financial Institution has required immediate settlement of the indebtedness and obligations of the Borrower or of a Related Corporation towards such entity, the cumulative total of which is not lower than 10 million NIS. (linked to the Known Agreement Index).
- 11.13 If an application is submitted against any one of the Guarantors, for liquidation or the prior appointment of a provisional liquidator, a receiver, a special administrator or the freezing of proceedings or the granting of an order for the appropriation of assets, and an objection to such request is not submitted within 30 days or if the objection is rejected, or if a winding-up order or an order to freeze proceedings is issued against any of the Guarantors.
- 11.14 If Ampal American adopts a resolution regarding Merger, Splitting or Arrangement without obtaining the prior written approval of the Lenders therefore. In this regard, "Arrangement" is as defined in Section 11.5 above and "Splitting", as defined in Part E(2) of the Income Tax Ordinance (New Version) or any Provision of the Law that succeeds it, excluding however, transactions in the normal course of Ampal American's business.
- 11.15 If Ampal American breaches or does not fulfill any of its obligations whatsoever towards the Lenders, detailed in **Annex 11.15** of this Agreement and the breach is not remedied within 30 days from the date on which the Lenders give warning thereof in writing.
- 11.16 In the event that a Financial Institution requires immediate settlement of the indebtedness and obligations of Ampal American towards such entity, the cumulative total of which is not lower than 100 million NIS. (linked to the Known Agreement Index).
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If any of the events whatsoever detailed in Section 11 above, should occur, for which a remedial period is determined, the Bank will give its clients prior written notice of its requirement for immediate settlement, and the Bank will be entitled to require immediate settlement only if the Event of Breach has not been remedied by the end of the remedial period. However, if the Bank is of the opinion that its rights under the Credit Agreement are likely to be materially impaired as a result of its postponing its actions during the remedial period, the Bank will be entitled to require immediate settlement immediately upon the occurrence of the Event of Breach. For the avoidance of doubt, the remedial period will be calculated from the date on which the Event of Breach occurs and not from the date of the Bank's notification, except in cases specifically noted to the contrary in Section 11.

12. **Commission**

The Borrower will pay the Lenders the commissions specified in **Annex 12** to this Agreement. In addition, the Borrower will pay to each of the Lenders, the other commissions involved in the management of the Borrower's Accounts and in managing the amounts of Credit and the Securities, as is customary from time to time with the Lenders.

It is agreed that additional commissions will be charged in the event of any changes in the Credit Documents after their signing, if any from time to time, and in such sums as will be agreed between the Lenders and the Borrower.

13. **Authorization to charge an Account**

- 13.1 The Borrower hereby grants irrevocable consent to debit the Accounts at each of the Lenders with the amounts due therefore according to the provisions of this Agreement, whether the relevant Account is in credit or in debit.
- 13.2 If one of the Lenders implements a right of offset available to it under one of the Credit Documents or under any other source, in respect of the amounts lodged with such Lender, (a) it will use the offset amount to settle the Credit, in respect of which it has exercised the right to offset as aforesaid, with all the Lenders at the Rate of Participation of each of them, and (b) the offset amount will not reduce the amount of Credit with the Lender that exercises the right of offset, by an amount that exceeds the Rate of Participation of such Lender in its amount of Credit.

The provisions of this Section constitute an irrevocable instruction by the Borrower to transfer offset sums to the other Lenders for settlement of the balance of the relevant undischarged amounts of Credit at the Rate of Participation of each of the Lenders.

14. **Management of the Accounts and their computation**

- 14.1 Each of the Lenders will manage the Accounts and will carry out computations in accordance with their customary procedures regarding credit and each amount that is repaid by the Borrower to such Lender. In the absence of any obvious error, *prima facie*, any written notification given by any of the Lenders in respect of the management of the Accounts and their computation as specified in this Section, will constitute *prima facie* evidence of the accuracy of its content.
 - 14.2 The Borrower declares in respect of the relationship between it and each of the Lenders, in any legal or administration proceeding regarding the Credit Documents: (a) in the absence of any obvious error, *prima facie*, the Accounts managed by such Lender and the computations carried out by it in respect of these Accounts constitute *prima facie* evidence of the accuracy of their content, and (b) a declaration by an authorized Representative of the Bank Coordinator in respect of the Applicable Interest for the periods to which it refers, constitutes a conclusive presumption of the accuracy of its content.
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15. **The Bank Coordinator**

15.1 **Appointment of the Bank Coordinator and its powers**

15.1.1 Each of the Lenders appoints the Bank Coordinator to act on its behalf in accordance with the powers extended to the Bank Coordinator as specified in the Credit Documents.

15.2 The powers, rights and authority extended to the Bank Coordinator in this Agreement are solely of an administrative nature. Without derogating from the generality of the aforesaid, the Bank Coordinator will not have the power to bind any of the Lenders by any obligation whatsoever under the Credit Documents and will not be entitled to sign on them on behalf of the Lenders. The Bank Coordinator will not have the power to represent any of the Lenders or to bind any of them in any legal or administrative proceeding related to the Credit Documents.

15.1.3 The Bank Coordinator is entitled to exercise its powers in accordance with this Agreement through its employees or representatives.

15.2 **The Bank Coordinator's responsibilities**

15.2.1 The Bank Coordinator, its employees, functionaries, directors, share holders or representatives will not be held responsible to any of the Lenders in any regard of: (a) the validity, reliability or enforceability of the Credit Documents; (b) the collection of amounts owing to the Lenders under the Credit Documents; and (c) the accuracy of any declaration or representation that is given, whether in writing or orally, relating to the Credit Documents.

15.2.2 The Bank Coordinator will not be held responsible for its acts or omissions relating to the Credit Documents, other than an act or omission as aforesaid that constitutes extreme negligence or is perpetrated maliciously. The parties undertake not to initiate any proceeding or request for indemnification or other relief under any law, against the Bank Coordinator's employees, functionaries, directors, shareholders or representatives in respect of any claim they may have against any of them (even if based on extreme negligence or a malicious act by one of them) under the Credit Documents.

15.2.3 Each of the Lenders undertakes to indemnify the Bank Coordinator, in accordance with the Rate of Participation, for any claim, expense, loss or payment imposed on it that arises, directly or indirectly, from its appointment or from the performance of its office (except in the event of extreme negligence or a malicious act by the Bank Coordinator).

15.2.4 The Bank Coordinator is entitled to perform any action or to refrain from the performance of any action, the performance of or refraining from which, as the case may be, constitutes, in its opinion, a breach of any law applying to it or which is required for the fulfillment of any condition under law applying to it. Without derogating from the generality of the aforesaid, the Bank Coordinator is entitled to refrain from disclosing information in his possession relating to the Borrower, if, in its opinion, such disclosure constitutes a breach of the confidentiality undertakings applying to it or a breach of any law or that could constitute the basis for a claim against it.

16. **Amendments, changes and waivers**

- 16.1 Except as specifically stated to the contrary, in every instance where there is a requirement for the Lenders' agreement or approval under this Agreement or the Security Documents or in an instance where there is a requirement for their agreement in respect of a waiver in relation to the provisions of this Agreement or of the Security Documents, the intention is for agreement to be given through the Bank Coordinator to implement the action requiring the agreement of the Lenders. In any instance in which the Borrower is required to implement an action pursuant to an instruction, request etc. from the Lenders under this Agreement or the Security Documents, the intention is for the request, instruction etc. given through the Bank Coordinator.
- 16.2 It is specifically clarified that any notice, confirmation or agreement given by the Bank Coordinator to the Borrower will be conclusively presumptive as if given on behalf of the Lenders.
- 16.3 Any provision included in the Credit Documents can be amended or changed only in a document testifying to the amendment or change is signed by the Borrower and by each of the Lenders.
- 16.4 The amendment of a provision that bestows rights of any kind to the Bank Coordinator, a change to or waiver thereof, or an amendment, change or waiver of additional obligations imposed on the Bank Coordinator or an extension of the existing obligations, will not come into effect without the Bank Coordinator's written agreement to the said amendment, change or waiver.
- 16.5 A waiver by one of the Lenders of a prior breach or the non-performance of one or more the Borrower's obligations or the non-fulfillment of any condition whatsoever under the Credit Documents, will not be considered as agreeing to a further breach or to the further non-fulfillment of any such condition or obligation; the failure of the Lenders to exercise any right whatsoever available to them under the Credit Documents or according to any law, will not be regarded as a waiver of such right.

No easement or waiver of any condition whatsoever of these conditions, will be binding on the Lenders, unless given in writing.

17. **Change in the parties; the Bank Coordinator's obligations and rights**

17.1 The Borrower

The rights and obligations of the Borrower included in the Credit Documents, cannot be transferred without the agreement of all the Lenders.

17.2 The Lenders

- 17.2.1 Each of the Lenders is entitled at its exclusive discretion, to transfer its rights under the Credit Documents, in whole or in part, to Financial Institutions in Israel (a "Transferee"), on condition that the Transferee, as aforesaid, is subject to all components of the Credit (Loan A/Loan B/ Loan C and the Outstanding Renewed Amount) and the remaining cumulative unsettled balances of all credit (plus any Outstanding Renewed Amount or any of the Revised Outstanding Renewed Amount, as the case may be) immediately after the implementation of the transfer, both with the Transferor and the Transferee shall not fall below 12.5% of the balance of Cumulative unsettled balance of all the Credits plus the total unused amount of Credit C with each of the Lenders, as it will be at that time. The Borrower and the other Lenders will take all actions and sign all documents required to bring the transfer transaction as aforesaid into effect or to refine it, to release the transferring Lender from its transferred obligations and to transfer them to the Transferee or to bestow the transferred rights on the Transferee. It is hereby agreed that in any event where the Transferee is not a banking corporation in Israel, the Lenders will be entitled to implement the transfer transaction as aforesaid only after receiving the Borrower's prior written consent. For the purpose of this Section 17.2, "transfer" - the transfer of rights or obligations by a sale, check, endorsement, transfer or lien in any way whatsoever, either in whole or in part, either directly or indirectly (including by way of a sale of rights to participate in the above rights (participations) or in any other manner). The transfer can be made to one Transferee or to a number of Transferees, on the same date or from time to time.
- The transfer as aforesaid in this Section 17.2.1 above, shall not be implemented unless a prior written notice has been issued to the Borrower not less than 3 Business Days in advance and the Transferee has accepted the transferor's obligations under this Agreement.
- 17.2.2 A Lender will be entitled, at any time, to reveal Information, (as defined hereunder) regarding a transfer transaction to any person or entity that corresponds to the definition of a "Transferee" when the Lender is conducting or is likely to be conducting with it, negotiations to implement a transfer transaction. Furthermore, such Lender will be entitled to reveal Information to anyone advising him and/or anyone on behalf of such person or entity and to companies involved in [the field of] credit rating, for the purpose of rating the rights. Disclosure of Information will be subject to the recipient of the Information signing a confidentiality undertaking, in a form that is acceptable to the Lenders and to the Borrower. For the purpose of this Section, "Information" means - any information currently in the Lender's possession or that is likely to be in its possession in the future, including information that is passed to the Lender by the Borrower, which, in the Lender's opinion, is essential or desirable to be passed regarding the transfer transaction, including information regarding the Credit, the Loans and any other banking service given or to be given to the Borrower, information on the liens and Securities given or to be given to secure [the Loans] and information regarding the Borrower.
- It is hereby agreed that notwithstanding the aforesaid, the Lender will be entitled to transfer this Agreement to others without a confidentiality undertaking needing to be signed.
- 17.2.3 In the event of a transfer of part of the rights of one of the Lenders, the proportion of the relevant Rate of Participation of such Lender between it and the Transferee will be pro rata.
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17.3 Third parties

This Agreement is not intended to impart, does not impart and shall not be interpreted as imparting, any right whatsoever to a person who is not a party to this Agreement, even though it is specifically referred to by name in this Agreement for any purpose whatsoever. None of this Agreement's provisions shall be interpreted as applying to the benefit of any person who is not a party to this Agreement.

18. Expiration of the validity of the Agreement

If, by and including 22.6.2010, the prior conditions for the provision of the Credit have not all been fulfilled, this Agreement will be void *ab initio*, without the requirement for any action on the part of any of the parties hereto. In such event, as of the date of expiration, the Lenders will not be obliged to provide the Credit to the Borrower under this Agreement and all those actions taken up to such date, to the extent taken, will be annulled *ab initio*, and no party will have any claim or demand in respect thereof against the other parties.

19. Miscellaneous

- 19.1 The Borrower agrees that the Lenders and the Bank Coordinator may share any information regarding it amongst and between themselves, including any document that any one of the Lenders or the Bank Coordinator receives or any information regarding its commercial situation or its financial situation, and there will be no contention in respect thereof.
- 19.2 In the event that a provision from the Credit Documents' provisions is determined to have been rescinded, is unlawful or unenforceable, this will not affect the validity of the remaining provisions in the Credit Documents.
- 19.3 Any notice sent by one of the parties to any of the others, will be considered to have reached its destination on the date of hand delivery, one Business Day after delivery by facsimile – on condition that confirmation of its receipt has been confirmed by telephone, or within three Business Days from the date on which it is sent by registered mail.

The parties' addresses for the purpose of this Agreement will be as specified hereunder (unless advised otherwise):

To the Lenders:

Bank Leumi L'Israel Ltd.
Attention: Head of Communications Department
Tel: 03-514-8398
Fax: 03-514-9017
Address: Yehuda Halevi 34, Tel-Aviv

Bank Discount L'Israel Ltd.
Attention: Business Manager
Tel: 03-514 4724
Fax: 03 -514-4053
Address Yehuda Halevi 23, Tel Aviv

Bank Coordinator
Bank Coordinator – Bank Leumi L'Israel Ltd.
Attention: Head of Communications Department
Tel: 03-514-8398
Fax: 03-514-9017
Address: Yehuda Halevi 34, Tel-Aviv

The Borrower:

Attention: Deputy Finance Director

Tel: 072-2002021

Fax: 072-2002060

Address: Hasivim 25, Petach Tikvah, 49170

19.4 This Agreement may be signed on one page containing the signatures of all the parties, and may be signed on separate pages which, when attached to this Agreement, will, together, constitute the parties' valid signing thereon.

19.5 The Credit Documents will be governed by the laws of the State of Israel and the courts of Tel-Aviv-Jaffo will have exclusive jurisdiction.

19.6 This Agreement will be considered as a draft by all the parties.

19.7 This Agreement and the Credit Documents contain, embody, merge and cause all the conditions agreed upon by the parties. No pledges, agreements, written or verbal, undertakings or representations in connection therewith, given or made by the parties prior to the date of executing this Agreement, shall increase the parties' obligations and rights as set out in this Agreement and the other Credit Documents or arising therefrom, or derogate from or change them, and the parties will not be bound by them as of the date of signing this Agreement.

IN WITNESS WHEREOF the parties have validly signed on the date set out in the preamble to this Agreement

Bank Leumi L'Israel Ltd.

By: /s/ Rina Vahaba
/s/ Gadi Sivani

Bank Discount L'Israel Ltd.

By: /s/ Natalia Hagendorf
/s/ Orit Alster

Bank Coordinator - Bank Leumi L'Israel Ltd.

By: /s/ Rina Vahaba
/s/ Gadi Sivani

012 Smile Telecom Ltd.

By: /s/ Irit Eluz
/s/ Yoram Firon

I, Yacov Gelbard, certify that:

- (1) I have reviewed this annual report on Form 20-F of Partner Communications Company Ltd.;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
- (4) The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
- (5) The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 21, 2011

By: /s/ Yacov Gelbard

Yacov Gelbard
Chief Executive Officer

I, Emanuel Avner, certify that:

- (1) I have reviewed this annual report on Form 20-F of Partner Communications Company Ltd.;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
- (4) The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
- (5) The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 21, 2011

By: /s/ Emanuel Avner

Emanuel Avner
Chief Financial Officer

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Partner Communications Company Ltd. (the "Company") on Form 20-F for the period ending December 31, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned hereby certify that to the best of our knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 21, 2011

By: /s/ Yacov Gelbard

Name: Yacov Gelbard
Title: Chief Executive Officer

Date: March 21, 2011

By: /s/ Emanuel Avner

Name: Emanuel Avner
Title: Chief Financial Officer
