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

SCHEDULE 13D/A

**(Amendment No. 9)
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

Partner Communications Company Ltd.
(Name of Issuer)

Ordinary Shares, par value NIS0.01 per share
(Title of Class of Securities)

70211M109*
(CUSIP Number)

**Adam Chesnoff
Saban Capital Group, Inc.
10100 Santa Monica Boulevard, Suite 2600
Los Angeles, CA 90067
(310) 557-5100**
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

with a copy to:

**David Eisman, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue, Suite 3400
Los Angeles, CA 90071
(213) 687-5381
April 24, 2019**
(Date of Event Which Requires Filing of this Statement)

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

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

* This CUSIP number applies to the American Depositary Shares, evidenced by American Depositary Receipts, each representing one Ordinary Share, par value NIS0.01 per share. No CUSIP number has been assigned to the Ordinary Shares.

1	NAME OF REPORTING PERSON: S.B. Israel Telecom Ltd.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS: NA		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION: Israel		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER: 0	
	8.	SHARED VOTING POWER: 49,862,800 (see Item 5)	
	9.	SOLE DISPOSITIVE POWER: 0	
	10.	SHARED DISPOSITIVE POWER: 49,862,800 (see Item 5)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 49,862,800 (see Item 5)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES: <input checked="" type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 30.4%*		
14	TYPE OF REPORTING PERSON: CO		

* Based on 171,190,335 Ordinary Shares outstanding as of March 1, 2019.

1	NAME OF REPORTING PERSON: SCG Communication Ventures LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS: NA		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER: 0	
	8.	SHARED VOTING POWER: 49,862,800 (see Item 5)	
	9.	SOLE DISPOSITIVE POWER: 0	
	10.	SHARED DISPOSITIVE POWER: 49,862,800 (see Item 5)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 49,862,800 (see Item 5)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES: <input checked="" type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 30.4%*		
14	TYPE OF REPORTING PERSON: HC		

* Based on 171,190,335 Ordinary Shares outstanding as of March 1, 2019.

1	NAME OF REPORTING PERSON: HSAC Investments, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS: NA		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER: 0	
	8.	SHARED VOTING POWER: 49,862,800 (see Item 5)	
	9.	SOLE DISPOSITIVE POWER: 0	
	10.	SHARED DISPOSITIVE POWER: 49,862,800 (see Item 5)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 49,862,800 (see Item 5)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES: <input checked="" type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 30.4%*		
14	TYPE OF REPORTING PERSON: HC		

* Based on 171,190,335 Ordinary Shares outstanding as of March 1, 2019.

1	NAME OF REPORTING PERSON: Saban Capital Group LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS: NA		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER: 0	
	8.	SHARED VOTING POWER: 49,862,800 (see Item 5)	
	9.	SOLE DISPOSITIVE POWER: 0	
	10.	SHARED DISPOSITIVE POWER: 49,862,800 (see Item 5)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 49,862,800 (see Item 5)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES: <input checked="" type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 30.4%*		
14	TYPE OF REPORTING PERSON: CO		

* Based on 171,190,335 Ordinary Shares outstanding as of March 1, 2019.

1	NAME OF REPORTING PERSON: SCG Investment Holdings LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS: NA		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER: 0	
	8.	SHARED VOTING POWER: 49,862,800 (see Item 5)	
	9.	SOLE DISPOSITIVE POWER: 0	
	10.	SHARED DISPOSITIVE POWER: 49,862,800 (see Item 5)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 49,862,800 (see Item 5)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES: <input checked="" type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 30.4%*		
14	TYPE OF REPORTING PERSON: HC		

* Based on 171,190,335 Ordinary Shares outstanding as of March 1, 2019.

1	NAME OF REPORTING PERSON: Alpha Family Trust		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS: NA		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION: California		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER: 0	
	8.	SHARED VOTING POWER: 49,862,800 (see Item 5)	
	9.	SOLE DISPOSITIVE POWER: 0	
	10.	SHARED DISPOSITIVE POWER: 49,862,800 (see Item 5)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 49,862,800 (see Item 5)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES: <input checked="" type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 30.4%*		
14	TYPE OF REPORTING PERSON: OO		

* Based on 171,190,335 Ordinary Shares outstanding as of March 1, 2019.

1	NAME OF REPORTING PERSON: Haim Saban		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS: NA		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION: United States; Israel		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER: 0	
	8.	SHARED VOTING POWER: 49,862,800 (see Item 5)	
	9.	SOLE DISPOSITIVE POWER: 0	
	10.	SHARED DISPOSITIVE POWER: 49,862,800 (see Item 5)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 49,862,800 (see Item 5)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES: <input checked="" type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 30.4%*		
14	TYPE OF REPORTING PERSON: IN		

* Based on 171,190,335 Ordinary Shares outstanding as of March 1, 2019.

1	NAME OF REPORTING PERSON: Cheryl Saban		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS: NA		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION: United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER: 0	
	8.	SHARED VOTING POWER: 49,862,800 (see Item 5)	
	9.	SOLE DISPOSITIVE POWER: 0	
	10.	SHARED DISPOSITIVE POWER: 49,862,800 (see Item 5)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 49,862,800 (see Item 5)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES: <input checked="" type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 30.4%*		
14	TYPE OF REPORTING PERSON: IN		

* Based on 171,190,335 Ordinary Shares outstanding as of March 1, 2019.

The statement on Schedule 13D filed on February 8, 2013, relating to ordinary shares, par value NIS 0.01 per share (the “Ordinary Shares”), of Partner Communications Company Ltd., a company organized under the laws of the State of Israel (the “Issuer”), (the “Original Filing,” and as amended previously and by this Amendment No.8, the “Schedule 13D”), as previously amended by the amendment dated October 17, 2013 (“First Amendment”), the amendment dated December 23, 2013 (the “Second Amendment”), the amendment filed on May 20, 2014 (the “Third Amendment”), the amendment filed on October 19, 2015 (the “Fourth Amendment”), the amendment filed on June 12, 2017 (the “Fifth Amendment”), the amendment filed on June 22, 2017 (the “Sixth Amendment”), the amendment filed on October 9, 2018 (the “Seventh Amendment”), and the amendment filed on October 30, 2018 (the “Eighth Amendment”), is hereby further amended as set forth below by this Amendment No. 9 (this “Amendment”). This Amendment supplements and amends the Schedule 13D to the extent specified herein. Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Original Filing as previously amended.

This Amendment is being filed jointly by the Reporting Persons. The agreement among the Reporting Persons relating to the joint filing of this Amendment was filed as Exhibit 99.1 to the Original Filing.

Item 3 of Schedule 13D is amended by adding the following paragraphs at the end of subsection entitled “Scailex Share Purchase Agreement” under Item 3:

Consent Letter

As disclosed below, S.B. Israel and the lenders under the Notes are in discussions regarding the terms of the Notes. To continue such discussions, effective as of April 24, 2019, S.B. Israel and Hermetic Trust (the “Trust”) entered into a consent letter, (the “Consent Letter”), whereby the parties mutually agreed that, among other things, the payment of interest payable under the Notes that is due on April 28, 2019, be postponed (but such interest shall continue to accrue) until such date which is 3 business days after the Trust delivers a written demand notice to S.B. Israel.

The foregoing summary of the Consent Letter is not intended to be complete and is qualified in its entirety by reference to the Consent Letter, a copy of which is attached hereto as Exhibit 99.10, and is incorporated herein by reference.

Item 4 of Schedule 13D is amended by adding the following sentence at the end of Item 4:

As previously disclosed in the Schedule 13D, the Ordinary Shares held by S.B. Israel secure the Reporting Persons’ obligations arising under the Notes due on January 29, 2020. The Reporting Persons have determined to commence discussions with lenders under the Notes regarding the terms of the Notes, and during the course of those discussions may make or consider plans or proposals that may directly or indirectly relate to or result in one or more of the effects described in Item 4 of Schedule 13D.

Item 7. Material to be Filed as Exhibits.

- | | |
|---------------|---|
| Exhibit 99.1* | Joint Filing Agreement, dated as of February 8, 2013, among the Reporting Persons. |
| Exhibit 99.2* | Assumption Agreement, dated as of November 30, 2012, by and between S.B. Israel Telecom Ltd. and Advent Investments Pte. Ltd. |
| Exhibit 99.3* | Amended and Restated Terms and Conditions of the Notes |
| Exhibit 99.4* | Share Purchase Agreement, dated as of November 30, 2012, by and between Scailex Corporation Ltd. and S.B. Israel Telecom Ltd. |
| Exhibit 99.5* | Share Purchase Agreement, dated as of January 23, 2013, by and between Leumi Partners Ltd. and S.B. Israel Telecom Ltd. |

- Exhibit 99.7* Registration Rights Agreement dated as of October 17, 2013, by and between S.B. Israel Telecom Ltd. and Partner Communications Company Ltd.
- Exhibit 99.8* Agreement dated June 10, 2017 between S.B. Israel Telecom Ltd. and Hermetic Trust, as the trustee of the Notes
- Exhibit 99.9* Consent Letter dated October 25, 2018 between S.B. Israel Telecom Ltd. and Hermetic Trust, as the trustee of the Notes
- Exhibit 99.10 Consent Letter dated April 24, 2019, between S.B. Israel Telecom Ltd. and Hermetic Trust, as the trustee of the Notes

* previously filed

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Dated: April 25, 2019

S.B. ISRAEL TELECOM LTD.

By: /s/ Adam Chesnoff

Name: Adam Chesnoff

Title: Director

SCG COMMUNICATION VENTURES LLC

By: /s/ Adam Chesnoff

Name: Adam Chesnoff

Title: Managing Director

HSAC INVESTMENTS LP

By: /s/ Adam Chesnoff

Name: Adam Chesnoff

Title: President and Chief Operating Officer of Saban
Capital Group LLC, the general partner of HSAC
Investments LP

SABAN CAPITAL GROUP LLC

By: /s/ Adam Chesnoff

Name: Adam Chesnoff

Title: President and Chief Operating Officer

SCG INVESTMENT HOLDINGS LLC

By: /s/ Adam Chesnoff

Name: Adam Chesnoff

Title: President and Chief Operating Officer

ALPHA FAMILY TRUST

By: /s/ Haim Saban

Name: Haim Saban

Title: Co-Trustee

HAIM SABAN

/s/ Haim Saban

CHERYL SABAN

/s/ Cheryl Saban

April 24, 2019

Consent Letter

Reference is hereby made to those certain NIS 1,166,100,000 Fixed Rate Secured Notes due on January 29, 2020 (the “**Notes**”) which are constituted by, are subject to, and have the benefit of, an Assumption Agreement dated as of November 30, 2012 (the “**Assumption Agreement**”), an amended and restated Trust Deed dated January 29, 2013 (“**Deed of Trust**”), the Amended and Restated Terms and Conditions of the Notes dated January 29, 2013 (the “**Note Terms**”), a certain Consent Letter executed by the Issuer and the Trustee dated October 25, 2018 (the “**October 2018 Consent**”), an amendment to the October 2018 Consent dated December 26, 2018 (the “**December 2018 Amendment**”, collectively with the Assumption Agreement, the Deed of Trust, the Note Terms, the October 2018 Consent and any other ancillary documents related thereto, in each case as may be amended from time to time, the “**Loan Documents**”). Capitalized terms used herein shall have the meanings assigned to them in the Note Terms unless otherwise defined herein or the context requires otherwise.

1. As Issuer has commenced discussions with the Noteholders regarding the terms of the Loan Documents, the parties have agreed that the payment of the interest payable under the Loan Documents that falls due on April 28, 2019 (the “**Interest Amount**”) shall be postponed to a date as determined by the Noteholders and notified to the Issuer by the Trustee upon three (3) Business Days prior written notice, pursuant to Clause 6 of the Assumption Agreement (*Notices*) (the “**Deferment Period**”), with the express agreement that:
 - (i) the Interest Amount will be due and payable in full on the last day of the Deferment Period;
 - (ii) the Notes shall continue to bear interest in accordance with the terms and conditions of the Loan Documents during (and after) the Deferment Period;
 - (iii) no change shall be made to the Interest Periods or to any subsequent Interest Payment Date and each shall remain as originally contemplated under the Loan Documents; and
 - (iv) the Interest Amount (which - for the avoidance of doubt - includes the interest amount accrued during the period from January 5, 2019 and until the Deferred Interest Payment Date (as such term is defined in the December 2018 Amendment) (both dates inclusive), in accordance with the provisions of clause 1(iii) of the December 2018 Amendment) will accrue interest at the Rate of Interest from April 28, 2019 until the end of the Deferment Period (both dates inclusive), with such interest to be due and payable in full on the last day of the Deferment Period, where the provisions of clause 7 (and in particular, but without limitation, clauses 7(c) and (d)) of the Assumption Agreement shall continue to apply without variation in respect of payment of the Interest Amount and in respect of the interest payable thereon pursuant to this clause 1(iv), where any Tax Gross Up amount payable by Issuer shall be due and payable by the Issuer as and when due and whether on an interest accrual or payment basis.
2. The Trustee, acting with the consent of the Noteholders, consents to the agreements set forth in clause 1 above (the “**Consent**”), it being understood that the Consent shall be limited precisely as written and relate solely to the interest payment due on April 28, 2019 and not to any other payment, and nothing in this letter shall be deemed a waiver of compliance by the Issuer or an amendment with respect to any

other term, provision or condition of the Loan Documents, or any other instrument or agreement referred to therein, or prejudice any right or remedy that the Trustee or Noteholders may now have or may have in the future under or in connection with the Loan Documents or any other instrument or agreement referred to therein.

3. Issuer hereby represents and warrants that (i) it is duly incorporated and validly existing under the laws of the State of Israel; (ii) all authorizations, consents and approvals required by Issuer in connection with the execution of this letter have been obtained and are in full force and effect; and (iii) this letter constitutes a legal, valid, binding and enforceable obligation of the Issuer.
4. Condition 13 of the Note Terms (Governing Law and Jurisdiction) shall apply to this letter (*mutatis mutandis*).
5. Issuer shall reimburse the Trustee and the Noteholders, within 10 days of first demand, for all of their reasonable out-of-pocket costs and expenses (including out-of-pocket attorney fees) in connection with the preparation and execution of this letter, up to an amount of US\$10,000 plus VAT.
6. This letter shall constitute an "Issue Document" within the meaning of such term under the Note Terms.

The foregoing is agreed by all the signatories hereto as of the date first set forth above.

S.B. Israel Telecom Ltd.

By: /s/ Adam Chesnoff
Adam Chesnoff

Hermetic Trust (1975) Ltd.

/s/ Dan Avnon
By: Dan Avnon Co-CEO