

**Delek Drilling – Limited Partnership**  
**(the “Partnership”)**

August 5, 2020

Israel Securities Authority  
22 Kanfei Nesharim St.  
Jerusalem 9546434

Tel Aviv Stock Exchange Ltd.  
2 Ahuzat Bayit St.  
Tel Aviv 6525216

Dear Sir/Madam,

Re: **Issue of \$2.25 billion of Leviathan Bond Ltd. bonds**

Further to Section 7.21.1(c) of the Partnership’s 2019 Periodic Report, released on March 30, 2020 (Ref. no. 2020-01-032010) (the “**Periodic Report**”), regarding the examination of possibilities for the refinancing of loans provided to the Partnership (the “**Existing Loans**”), and further to the immediate report of July 27, 2020 (Ref. no. 2020-01-079194) regarding a possible issue of bonds to foreign and Israeli institutional investors according to Rule 144A and Regulation S by Leviathan Bond Ltd., an SPC held in full (100%) by the Partnership (the “**Issuer**”, “**Bonds**” and the “**Issue**”, as the case may be), the Partnership respectfully reports as follows:

1. On August 4, 2020, the pricing process of the Issue was completed, in which offers were received for the purchase of the Bonds in an amount significantly exceeding the amount offered in the Issue. As a result of the aforesaid, an agreement was signed on August 4, 2020 between the Issuer and J.P. Morgan Securities plc and HSBC Bank plc, themselves and as representatives for other foreign and Israeli purchasers (the “**Purchasers**” and the “**Underwriting Agreement**”, as the case may be), according to which the Purchasers undertook to purchase from the Issuer, on the closing date, which was scheduled for August 18, 2020 (the “**Closing Date**”), Bonds in an aggregate amount of \$2.25 billion, subject to the terms and conditions of the Underwriting Agreement.

According to the Underwriting Agreement, the Bonds will be issued in four series (the “**Series**”), as follows:

- a. Bonds in an aggregate principal amount of \$500 million, maturing on June 30, 2023 (in a single payment), bearing fixed annual interest of 5.750%.
- b. Bonds in an aggregate principal amount of \$600 million, maturing on June 30, 2025 (in a single payment), at a fixed annual interest rate of 6.125%.
- c. Bonds in an aggregate principal amount of \$600 million, maturing on June 30, 2027 (in a single payment), at a fixed annual interest rate of 6.500%.
- d. Bonds in an aggregate principal amount of \$550 million, maturing on June 30, 2030 (in a single payment), at a fixed annual interest rate of 6.750%.

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO  
THE UNITED STATES OF AMERICA, CANADA, JAPAN OR AUSTRALIA

The Bond principal and interest are in dollars. The interest on each one of the Bond Series will be paid twice a year, on June 30 and on December 30.

2. On August 3, 2020, the Issuer received the approval of the Tel Aviv Stock Exchange Ltd. (“**TASE**”) for the listing of the Bonds on the TACT-Institutional system of TASE (“TACT-Institutional”), subject, *inter alia*, to approvals that are required pursuant to any law and the closing of the Issue.
3. The full Issue proceeds will be provided by the Issuer as a loan to the Partnership on terms and conditions identical to those of the Bonds (back-to-back), and according to a loan agreement to be signed between the Issuer and the Partnership (the “**Loan**”). The Loan money is intended to be used by the Partnership for repayment of the Existing Loans in the sum of approx. \$2 billion, the deposit of a safety cushion in the sum of \$100 million in accordance with the terms and conditions of the Bonds, payment of the Issue expenses in the estimated sum of approx. \$30 million, and the balance for other uses according to the terms and conditions of the Petroleum Commissioner’s approval as described in Section 7 below (the “**Commissioner’s Approval**”).
4. To secure the Bonds and the Loan, in the context of the indenture for the Bonds and the other documents according to which the Bonds will be issued (collectively: the “**Financing Documents**”), the Partnership has undertaken to pledge in favor of the trustee for the Bonds (the “**Trustee**”), in a first-ranking fixed charge, its interests in the Leviathan project (45.34%), including its interests in the I/14 Leviathan South and I/15 Leviathan North leases (the “**Leases**”), the operating approvals of the production system and the export approvals (collectively: the “**Pledge of the Leases**”), the Partnership’s rights and the revenues from agreements for the sale of gas and condensate from the Leviathan project (the “**Gas Agreements**”), the Partnership’s rights in the joint operating agreement (JOA) for the Leases, the Partnership’s share in the project’s assets (including the platform, wells, facilities, and systems for production and transmission to shore), the Partnership’s rights in dedicated bank accounts, certain insurance policies and various licenses in connection with the Leviathan project. The Partnership shall also pledge the shares held thereby in the Issuer, in NBL Jordan Marketing Limited and in Leviathan Transportation System Ltd. In addition, the Issuer undertook to pledge in favor of the Trustee, in a first-ranking floating charge, its rights in all of its existing and future assets and will pledge in favor of the Trustee its rights in the loan agreement and in its bank accounts (collectively: the “**Pledges**” and the “**Pledged Assets**”, as the case may be).

According to the Financing Documents, the Partnership’s undertakings to the Trustee and the bondholders are limited to the Pledged Assets, with no guarantee or additional collateral.

It is noted that the Pledges that the Partnership shall create in favor of the Trustee are subject, *inter alia*, to the State’s royalties according to the Petroleum Law and to the rights of the parties entitled to royalties in respect of the Partnership’s revenues from the Leviathan project, including the holder of the controlling interest in the Partnership, and that the Pledges that the Partnership

has created on its interests in the Leases in favor of the said royalty interest owners in the context of previous loans it received for purposes of the Leviathan project shall continue to be in effect also in the period of the Bonds (see Section 7.21.1(a) of the Periodic Report).

5. As is standard in financing transactions of this type, the Financing Documents determined stipulations, restrictions, covenants and grounds for acceleration of the Bonds and enforcement of the Pledges.

**It is emphasized that the specification presented below constitutes a partial and non-exhaustive summary of the relevant provisions, and that the Financing Documents specified, in relation to the various grounds and covenants qualifications to the covenants and grounds for payment, including the conditioning of some of them on the existence of a Material Adverse Effect (MAE) as defined in the Financing Documents, as well as exceptions, conditions and remediation periods which are not specified in the description below.**

- a. According to the Financing Documents, the Partnership and the Issuer, as the case may be, undertook, *inter alia*, to fulfill undertakings and conditions that were determined in government licenses and approvals, including in relation to the operator of the project, and including the conditions of the Commissioner's Approval; to fulfill the terms and conditions of the Leases and the JOA (jointly: the "**Leviathan Agreements**"); to protect their rights in the Pledged Assets and to ensure the validity of the Pledges and the rights of the Trustee and the holders according thereto; not to change or discontinue the Issuer's activity, and not to change the incorporation documents of the Issuer; not to create additional pledges on the Pledged Assets (aside from certain exceptions); to fulfill the provisions of the law that apply to their activity; to pay the taxes that apply thereto; to give the Trustee and the holders certain reports, notices and information that were specified; to act to maintain the listing of the Bonds on TACT-Institutional; to act for the continued proper operation of the Leviathan project in accordance with the Leviathan Agreements; to take any action possible under the JOA so as to ensure that the operator fulfills its undertakings according to the JOA; to make all of the payments that apply thereto and to bear all of the Trustee's expenses that apply thereto according to the Financing Documents; to purchase and maintain certain insurance policies; to refrain from modifying or amending the Leviathan Agreements or material Gas Agreements, as defined in the Financing Documents ("**Material Gas Agreements**"), or the royalty agreements or engage in a new royalty agreement; to refrain from approval of certain acts in the context of the JOA; etc.
- b. According to the Financing Documents, the Issuer undertook not to take additional financial debt, with the exception of the issue of additional bonds or other secured debt *pari passu*, subject to conditions that were specified, including (i) the sum of the secured debt of the Issuer (including the Bonds) does not exceed, at any time, \$2.5 billion; (ii) certain financial ratios that were specified in the Financing Documents are maintained. In addition, the

Partnership undertook not to take any additional financial debt which is secured by the Pledged Assets, with the exception of an additional loan that it shall receive from the Issuer on terms and conditions back-to-back to additional debt that the Issuer shall raise subject to the restrictions set forth therefor in the Financing Documents.

- c. In the Financing Documents, the Partnership undertook not to make any merger transaction or change its business in a manner which would likely cause an MAE, or enter dissolution proceedings or other defined restructurings, and not to sell, transfer, pledge or make any other disposition of all or substantially all of its assets, other than permitted transactions, as defined in the Financing Documents, including sale of interests in the Leviathan project subject to mandatory early redemption or a tender offer to the bondholders in certain cases, or permitted restructurings, as defined, including a transfer of the Partnership's interests in the Leviathan project to a new subsidiary and/or other actions, including the outline under consideration for a split of the Partnership's assets, provided that the holders' rights are not prejudiced by such actions and additional terms and conditions as defined.
- d. The Financing Documents include provisions regarding early redemption of the Bonds, including (1) early redemption at the Issuer's initiative, subject to payment of a Make Whole premium, and (2) mandatory early redemption in certain cases that were defined, including by way of a buy-back of Bonds and/or performance of a tender offer to all the bondholders, including upon a sale of all or some of the interests in the Leviathan project.
- e. In the Financing Documents, the Issuer and the Partnership undertook that if a tax withholding duty shall apply to the payments due under the terms and conditions of the Bonds to a foreign resident then, subject to certain exceptions as defined, the Issuer and/or the Partnership, as the case may be, shall pay additional amounts as required for the net amounts to be received by the foreign resident to be equal to the amounts such foreign resident would have received, but for the withholding tax duty. In this context, it is noted that on July 27, 2020 the Partnership received a ruling from the Tax Authority stating, *inter alia*, that the Bonds to be traded on the TACT-Institutional system of the TASE are bonds traded on a stock exchange in Israel for purposes of Section 9(15D) of the Income Tax Ordinance (for purposes of exemption from tax on interest paid to a foreign resident on bonds traded on the stock exchange), and Section 97(B2) of the Ordinance (for purposes of exemption from tax for a foreign resident on capital gains in the sale of the bonds traded on the stock exchange), all subject to the terms and conditions specified in the Tax Authority's ruling and the provisions of the Income Tax Ordinance and the regulations promulgated thereunder.
- f. As customary in financing transactions of this kind, the Financing Documents include a payment waterfall mechanism, whereby the Partnership's entire revenues from the Leviathan project is transferred to an account that is pledged in favor of the Trustee (the "**Revenues Account**"),

which is used to make various payments in connection with the project and the Bonds, including payment of royalties to the State and to the royalty interests owners; payments to the Trustee; taxes and the levy under the Taxation of Profits from Natural Resources Law, 5771-2011 (in this section: the “**Law**”); capital expenses and operating expenses in connection with the Leviathan project; principal and interest payments; deposits into safety cushions; and balancing payments in connection with tax payments under Section 19 of the Law. The transfer of the amounts remaining in the Revenues Account after the making of the said payments to a non-pledged account of the Partnership is subject to conditions determined, including fulfillment of an NPV Coverage Ratio of at least 1.5<sup>1</sup>.

- g. As customary in transactions of this type, the Financing Documents define Events of Default, upon occurrence of which, subject to certain determined curing periods, exceptions and conditions, the Trustee for the Bonds shall be entitled (or required – upon the demand of one quarter of the bondholders) to accelerate the outstanding balance of the Bonds and shall be entitled to act to enforce the Pledges. The main events are as follows: (1) Default on payment of principal, interest or other payments mandated by the Financing Documents; (2) Breach of representations; (3) Breach of the Covenants or Negative Covenants determined in the Financing Documents; (4) An event or entry into proceedings for insolvency of the Issuer, and an insolvency event as aforesaid or of a party to a Material Gas Agreement (as defined in the Financing Documents), the operator in the Leviathan project or the Partnership, if likely to cause an MAE (as defined in the agreement), subject to certain conditions and qualifications; (5) premature termination of any of the Leviathan Agreements or Material Gas Agreements, if likely to cause an MAE, subject to certain conditions and qualifications; (6) If a party to a Material Gas Agreement breaches the agreement with a likely MAE, subject to certain conditions and qualifications; (7) In the event of abandonment or cessation of the Leviathan project operations for more than 15 consecutive days, if likely to cause an MAE; (8) If damage is caused to the Leviathan project (including physical damage, revocation of license or transfer of the Partnership’s rights therein by a government authority), with a likely MAE, which was not cured; (9) In the event of denial or revocation of a government approval granted in connection with the Leviathan project, with a likely MAE; (10) If any of the Financing Documents to which the Issuer or the Partnership are a party, or pledges provided under the Financing Documents, with an aggregate value of more than \$35 million, cease to be in effect; (11) If a non-appealable judgment is issued against the Issuer for payment of an amount in excess of \$35 million which was not paid; (12) If there is a breach of an undertaking in an agreement for the

---

<sup>1</sup> The NPV Coverage Ratio was defined as the ratio between the net current value of the discounted cash flow expected from proved and probable (2P) reserves, at a cap rate of 10%, from the Partnership’s interests in the Leviathan project (the “**Discounted Cash Flow**”), and the debt balance net of cash accrued in the accounts as of the measurement date. According to the Financing Documents, the Discounted Cash Flow shall be calculated according to the same assumptions to be used by the Partnership in the resource reports to be released thereby under the provisions of the Securities Law, other than assumptions on the Brent barrel price, which shall be based on the prices of futures traded on ICE, as defined in the Financing Documents.

provision of other *pari passu* secured debt of the Issuer worth over \$35 million; (13) If an undertaking to perform mandatory early redemption is breached; (14) If the provisions regarding expenditures from the Revenues Account are breached; etc.

6. The expected rating of the Bonds is as follows:
  - a. Fitch Rating – “BB (EXP)” on the international rating scale;
  - b. Moody’s – “Ba3” on the international rating scale;
  - c. S&P Global – “BB-” on the international rating scale;
  - d. Maalot S&P – “ilA+” on the Israeli rating scale.

Final rating reports are expected to be released close to the closing date.

7. On August 3, 2020 the Petroleum Commissioner’s approval was received for the Pledge of the Leases in favor of the Trustee, for the bondholders. The Commissioner’s Approval provides that, *inter alia*, the pledge is given to secure payment of the Bonds whose proceeds are intended for the granting of credit to the Partnership in the sum of up to \$2.5 billion in total, for payment of the Existing Loans in the sum of up to \$2,050 million, the deposit of a safety cushion in the sum of \$100 million, investments in the Leviathan project only and the financing of the construction of a pipeline for the export of gas from the Leviathan and Tamar reservoirs.
8. The Underwriting Agreement sets forth closing conditions for the performance of the Purchasers’ undertaking to buy the Bonds on the closing date, including that until the closing date there was no downgrade of the Bonds’ rating; no event with an MAE; the required approvals and permits were received; officer declarations were received; consultants’ reports and comfort and reliance letters, as specified in the agreement, were received; the required approval from the Gas Authority was received, as well as the Commissioner’s Approval (which, as aforesaid, has been received); approval was received from TASE to list the Bonds on the TACT-Institutional system, etc.

In the Partnership’s estimation, the said conditions are expected to be fulfilled in the coming days, and insofar as they are, the Issuer expects to receive the Issue proceeds on the closing date, i.e., August 18, 2020, against the issue and listing of the Bonds on the TACT-Institutional system.

**Caution regarding forward-looking information – the information specified in this report above regarding the performance of an issue of the Bonds on the closing date and the listing of the Bonds on the TACT-Institutional system, constitute forward-looking information within the meaning thereof in the Securities Law, 5728-1968. It is emphasized that as of the date of this report, not all of the closing conditions set forth in the Underwriting Agreement and the other Financing Documents have been fulfilled, and not all of the approvals required to close the**

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO  
THE UNITED STATES OF AMERICA, CANADA, JAPAN OR AUSTRALIA

**Issue have been received. The fulfillment of the conditions to the performance of the Issue on the closing date depends, *inter alia*, on factors that are beyond the Partnership's control, and therefore there is no certainty that such conditions will be fulfilled by the closing date, if at all.**

**The information included in this report is not an offer to buy or sell the Bonds or any other securities of the Partnership and/or of the Issuer or of any other corporation, and it is not a recommendation or an opinion.**

NOTHING IN THIS COMMUNICATION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE BONDS HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, ISRAEL OR ANY OTHER JURISDICTION AND THE BONDS MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES, ISRAEL OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), OR TO ANY ISRAELI PERSONS, EXCEPT (SUBJECT TO THE FOLLOWING PARAGRAPH) PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, APPLICABLE STATE SECURITIES LAWS, THE ISRAELI SECURITIES LAW, 1968 (THE "**ISRAELI SECURITIES LAW**") AND APPLICABLE LAWS OF OTHER JURISDICTIONS.

THE OFFERING IS AVAILABLE ONLY TO INVESTORS WHO, AND THE BONDS CAN ONLY BE RESOLD TO PERSONS THAT, ARE EITHER (1) QUALIFIED INSTITUTIONAL BUYERS ("**QIBS**," WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**")) OR (2) NON-U.S. PERSONS (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")) OUTSIDE THE UNITED STATES WHO ARE "QUALIFYING INVESTORS". FOR PURPOSES HEREOF, A "QUALIFYING INVESTOR" MEANS A NON-U.S. PERSON (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT) THAT: (I) IS A QIB, OR (II) IS AN "INSTITUTIONAL INVESTOR," AS SET FORTH IN SECTION 15A(B)(1) OF THE ISRAELI SECURITIES LAW AND THAT HAS PROVIDED THE REQUISITE CERTIFICATION UNDER THE FIRST ADDENDUM OF THE ISRAELI SECURITIES LAW OR WAS INDIVIDUALLY APPROVED BY THE ISRAEL SECURITIES AUTHORITY AS AN "INSTITUTIONAL INVESTOR," AS SET FORTH IN SECTION 15A(B)(2) OF THE ISRAELI SECURITIES LAW (A "**QUALIFIED ISRAELI INVESTOR**") OR (III) (X) IS NOT A RETAIL INVESTOR (WITHIN THE MEANING OF POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (AS AMENDED, "**MIFID II**") AND IS NOT A

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO  
THE UNITED STATES OF AMERICA, CANADA, JAPAN OR AUSTRALIA

CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 2016/97 (AS AMENDED, THE “**INSURANCE DISTRIBUTION DIRECTIVE**”), WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II) OR (Y) IS A QUALIFIED INVESTOR AS DEFINED IN REGULATION (EU) 2017/1129 (AS AMENDED, THE “**PROSPECTUS REGULATION**”) (EACH A “**QUALIFIED EUROPEAN INVESTOR**”); PROVIDED THAT (A) IN RELATION TO OFFERS OF BONDS IN ANY MEMBER STATE OR THE UNITED KINGDOM, “QUALIFYING INVESTOR” SHALL ONLY INCLUDE QUALIFIED EUROPEAN INVESTORS AND (B) IN RELATION TO OFFERS OF BONDS TO NATURAL PERSONS RESIDENT IN ISRAEL OR ENTITIES ORGANIZED OR FORMED IN ISRAEL, “QUALIFYING INVESTOR” SHALL ONLY INCLUDE QUALIFIED ISRAELI INVESTORS.

THE BONDS ARE BEING OFFERED IN ISRAEL ON THE BASIS OF A PRIVATE PLACEMENT IN RELIANCE ON AN EXEMPTION PURSUANT TO SECTIONS 15A(b)(1) AND 15A(b)(2) OF THE ISRAELI SECURITIES LAW. THE BONDS HAVE NOT BEEN, AND WILL NOT BE, OFFERED TO THE PUBLIC IN ISRAEL WITHIN THE MEANING OF THE ISRAELI SECURITIES LAW AND NO PROSPECTUS WILL BE FILED IN ISRAEL IN CONNECTION WITH THE OFFERING.

THE BONDS ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA OR IN THE UNITED KINGDOM. FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF MIFID II; OR (II) A CUSTOMER WITHIN THE MEANING OF THE INSURANCE DISTRIBUTION DIRECTIVE, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR (III) NOT A QUALIFIED INVESTOR AS DEFINED IN THE PROSPECTUS REGULATION. CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY THE PRIIPS REGULATION FOR OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA OR IN THE UNITED KINGDOM HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA OR IN THE UNITED KINGDOM MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION. THIS COMMUNICATION HAS BEEN PREPARED ON THE BASIS THAT ANY OFFER OF THE BONDS IN ANY MEMBER STATE OF THE EEA OR IN THE UNITED KINGDOM WILL BE MADE PURSUANT TO AN EXEMPTION UNDER THE PROSPECTUS REGULATION FROM THE REQUIREMENT TO PUBLISH A PROSPECTUS FOR OFFERS OF BONDS. THIS



NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO  
THE UNITED STATES OF AMERICA, CANADA, JAPAN OR AUSTRALIA

COMMUNICATION IS NOT A PROSPECTUS FOR THE PURPOSES OF THE  
PROSPECTUS REGULATION.

IN ADDITION, IN THE UNITED KINGDOM, THIS COMMUNICATION AND ANY OTHER MATERIAL IN RELATION TO THE BONDS ARE BEING DISTRIBUTED ONLY TO, AND ARE DIRECTED ONLY AT, PERSONS WHO ARE “QUALIFIED INVESTORS” (AS DEFINED IN THE PROSPECTUS REGULATION WHO ARE (I) PERSONS HAVING PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS FALLING WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (AS AMENDED) (THE “**ORDER**”) OR (II) HIGH NET WORTH ENTITIES FALLING WITHIN ARTICLE 49(2)(A) TO (D) OF THE ORDER, OR (III) PERSONS TO WHOM IT WOULD OTHERWISE BE LAWFUL TO DISTRIBUTE THEM, ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “**RELEVANT PERSONS**”. IN THE UNITED KINGDOM, THE BONDS ARE ONLY AVAILABLE TO, AND ANY INVITATION, OFFER OR AGREEMENT TO SUBSCRIBE, PURCHASE OR OTHERWISE ACQUIRE SUCH BONDS WILL BE ENGAGED IN ONLY WITH, RELEVANT PERSONS. ANY PERSON IN THE UNITED KINGDOM THAT IS NOT A RELEVANT PERSON SHOULD NOT ACT OR RELY ON THIS COMMUNICATION OR ITS CONTENTS. THE BONDS ARE NOT BEING OFFERED TO THE PUBLIC IN THE UNITED KINGDOM.

Sincerely,

**Delek Drilling Management (1993) Ltd.**  
**General Partner of Delek Drilling - Limited Partnership**

By Yossi Abu, CEO  
And Yossi Gvura, Deputy CEO – Finance