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If you sell or transfer or have sold or transferred all of your Ordinary Shares or Depository Interests, please forward this document, but not the personalised Form of Proxy or Form of Direction enclosed with it, as soon as possible to the purchaser or the transferee or to the bank, stockbroker or other agent through or to whom the sale or transfer was effected for onward transmission to the purchaser or transferee. If you sell or transfer or have sold or transferred only part of your holding of Ordinary Shares or Depository Interests, you should retain this document. If you receive this document from another Shareholder or holder of Depository Interests, or transferee, please contact the Company's Registrar for a Form of Proxy or Form of Direction.

Any person (including without limitation custodians, nominees and trustees) who may have a contractual or legal obligation or may otherwise intend to forward this document to any jurisdiction outside the UK should seek appropriate advice before taking any action. The distribution of this document and any accompanying documents into jurisdictions other than the UK may be restricted by law. Any person not in the UK into whose possession this document and any accompanying documents come should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

This document comprises a notice of extraordinary general meeting relating to the approval of the Company's remuneration policy and contracts between the Company and each of BGI Investments (1961) Ltd., Israel Jossef Schneorson and Eyal Merdler respectively, pursuant to the requirements of the Israeli Companies Law.

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## **B.S.D Crown Ltd.**

*(incorporated and registered in the State of Israel with registered number 52-004292-0)*

### **Notice of Extraordinary General Meeting**

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**A notice convening an Extraordinary General Meeting of the Company to be held at 10.00 a.m. (London time) on 8 September, 2014 at the Hilton London Tower Bridge, 5 More London Place, Tooley Street, London SE1 2BY, United Kingdom is set out at the end of this document.**

**Your attention is drawn to the letter to Shareholders from the Chairman of the Company, in which the Board recommends that you vote in favour of the Resolutions to be proposed at the Extraordinary General Meeting. Please read the whole of this document and consider whether to vote in favour of the Resolutions in light of the information contained in this document.**

**Enclosed with this document is a Form of Proxy for Shareholders or a Form of Direction for holders of Depository Interests.**

**If you hold your Ordinary Shares in certificated form, whether or not you intend to be present in person at the Extraordinary General Meeting, please complete, sign and return the accompanying Form of Proxy in accordance with the instructions printed on it as soon as possible but, in any event, so as to be received by the Company's Registrar by 10.00 a.m. (London time) on 4 September, 2014.**

**If, however, you are a holder of Depository Interests, please complete, sign and return the Form of Direction in accordance with the instructions printed on it as soon as possible but, in any event, so as to be received by the Company's Registrar by 10.00 a.m. (London time) on 3 September, 2014.**

## **IMPORTANT NOTICE**

No person has been authorised to give any information or to make any representations other than as may be contained in this document and, if given or made, such information or representations must not be relied on as having been authorised by the Company.

The statements contained in this document are made as at the date of this document, unless some other time is specified in relation to them, and the publication of this document will not give rise to any implication that there has been no change in the facts set out herein since such date. Nothing contained in this document will be deemed to be a forecast, projection or estimate of the future financial performance of the Company, except where otherwise stated.

### **Publication on website**

A copy of this document will be available on the Company's website at [www.bsd-c.com](http://www.bsd-c.com) and will be sent for publication on the National Storage Mechanism at [www.morningstar.co.uk/uk/NSM](http://www.morningstar.co.uk/uk/NSM) on 15 August, 2014.

### **Date of publication**

This document is published on 15 August, 2014.

NOTICE OF THE EXTRAORDINARY GENERAL MEETING TO BE HELD AT THE HILTON  
LONDON TOWER BRIDGE, 5 MORE LONDON PLACE, TOOLEY STREET, LONDON SE1 2BY  
AT 10.00 A.M.ON 8 SEPTEMBER, 2014

## **B.S.D CROWN LTD.**

(INCORPORATED AND REGISTERED IN THE STATE OF ISRAEL UNDER THE ISRAELI  
COMPANIES LAW WITH REGISTERED NUMBER 52-004292-0)

*Registered Office*

132 Menachem Begin Road  
Azrieli Center  
Triangle Tower (40th floor)  
Tel Aviv 6702301  
Israel

15 August, 2014

Dear Shareholder,

This document contains notice of the forthcoming extraordinary general meeting of the shareholders (the “**Meeting**”) of B.S.D Crown Ltd. (the “**Company**”) to be held at 10.00 a.m. (London time) on 8 September, 2014 at the Hilton London Tower Bridge, 5 More London Place, Tooley Street, London SE1 2BY, United Kingdom. With this letter we would like to provide you with some additional information regarding the Resolutions to be proposed at the Meeting.

The Resolutions proposed for adoption at the Meeting require, under the Israeli Companies Law, 5759-1999 and any regulations promulgated thereunder (the “**Israeli Companies Law**”):

- In the case of Resolution 1, the affirmative vote of the majority of the holders of ordinary shares represented at the Meeting, in person or by proxy, entitled to vote and voting on the matter, excluding any abstaining votes, provided that either: (a) said majority includes a majority of the votes of shareholders participating in the vote who are neither the controlling shareholders of the Company for the purposes of the Israeli Companies Law nor hold a Personal Interest in the approval of the remuneration policy; or (b) the dissenting votes of shareholders participating in the vote, who are neither the controlling shareholders of the Company for the purposes of the Israeli Companies Law nor hold a Personal Interest in the approval of the remuneration policy, do not exceed 2 per cent. of all of the voting rights in the Company. The members of the BGI Group are deemed to be the controlling shareholders of the Company for the purposes of the Israeli Companies Law.

It should be noted that under the provisions of Section 267A(c) of the Israeli Companies Law, the Board may approve a remuneration policy even if the general meeting has rejected it, provided that the remuneration committee, and thereafter the Board, will have resolved, based on detailed reasoning and following a renewed discussion of the remuneration policy, that the approval of the remuneration policy, despite the rejection by the general meeting, is in the Company’s best interests.

- In the case of Resolution 2, the affirmative vote of the majority of the holders of ordinary shares represented at the Meeting, in person or by proxy, entitled to vote and voting on the matter, excluding any abstaining votes, provided that either: (a) said majority includes a majority of the votes of shareholders participating in the vote who do not hold a Personal Interest in the approval of Resolution 2 for the purposes of the Israeli Companies Law; or (b) the dissenting votes of shareholders participating in the vote who do not hold a Personal Interest in the approval of Resolution 2 do not exceed 2 per cent. of all of the voting rights in the Company. The members of the BGI Group, who are deemed to have a Personal Interest in said Resolution for the purposes of the

Israeli Companies Law, have undertaken not to vote in respect of this Resolution in accordance with chapter 11 of the Listing Rules (dealing with related party transactions).

- In the case of Resolution 3, the affirmative vote of the majority of the holders of ordinary shares represented at the Meeting, in person or by proxy, entitled to vote and voting on the matter, excluding the BGI Group. The members of the BGI Group, who are deemed to be related parties for the purposes of chapter 11 of the Listing Rules, have undertaken not to vote in respect of this Resolution in accordance with chapter 11 of the Listing Rules (dealing with related party transactions).

## **RESOLUTION 1: APPROVAL OF THE COMPANY'S REMUNERATION POLICY**

It is proposed to approve the draft remuneration policy of the Company (the "**Remuneration Policy**") in accordance with Section 267A of the Israeli Companies Law.

Under Amendment 20 to the Israeli Companies Law, the Company is required to approve a remuneration policy, which prescribes the principles pursuant to which the Company's directors and officers are compensated. The draft Remuneration Policy presented for approval by the general meeting of the Company's shareholders has been approved by the Board following the recommendation of the Company's remuneration committee.

The Remuneration Policy will be effective for three years as of the date of approval by the Company's shareholders and then, once every three years, will be presented for the renewed approval by the competent organs of the Company (being, in this case, the Company's remuneration committee, Board and Shareholders), in accordance with Section 267A(d) of the Israeli Companies Law.

As part of the process of formulating the Remuneration Policy, the Company's management and consultants having expertise and experience in the field of compensation appeared before the Company's remuneration committee and Board, and comparative data was presented with respect to officers and directors in similar companies.

The draft Remuneration Policy has been approved by the Board following the recommendation of the remuneration committee. It is noted that the Company's remuneration committee and the Board have approved that the proposed terms of office and employment of the Company's chief executive officer and the Company's chief financial officer and corporate secretary, as proposed to be approved by Resolution 2, are in line, in all material respects, with the Remuneration Policy presented for approval.

### **Summary of the key terms of the Remuneration Policy**

Office holders' remuneration plans are designed to reflect their duties and responsibilities within the Company and to contain targets that are set for them in the context of promoting the Company's goals, its business plan and its policies in the short and long-term.

The Remuneration Policy's goals are:

- (a) the promotion of the Company's goals, its business plans and its policy in the short- and long-term;
- (b) the creation of appropriate incentives for the office holders, considering, inter alia, the Company's risk management policy; and
- (c) the recruitment and retention of high-quality managers who form the foundation of the Company's management, its continued development and success.

In setting the terms of employment for office holders, the Remuneration Policy takes into account:

- (a) the skills, expertise, professional experience, education and achievements of the candidate or incumbent office holder;
- (b) the duties, responsibilities, term of employment of and previous agreements with the office holder (in the case of an existing office holder);

- (c) the Company's size and the nature of its business;
- (d) the recommendations of the office holder's supervisor;
- (e) the office holder's contribution to achieving the Company's targets and maximising its profits (with reference to variable remuneration components);
- (f) a comparison with: (i) the remuneration of office holders at a similar level in the Company (insofar as relevant); (ii) the salary of the previous office holder in the same position (insofar as relevant); (iii) the average salary and the median salary of the Company's employees and contract workers engaged by the Company. In this context, the effect of any disparity between the terms of employment of the office holders and those of the Company's other employees at the Company will be examined;
- (g) a periodic review of the remuneration of office holders in similar positions at similar companies. Similar companies for this purpose will be public companies similar to the Company in terms of the size and nature of its business. Key financial data, such as the market capitalisation, total assets and revenue will also be considered. The Company shall aim to have no less than eight companies in its comparison group at any one time; and
- (h) the Company's financial position.

The Remuneration Policy contemplates a fixed salary component and related benefits, as well as variable remuneration, with bonuses determined in relation to certain Company and individual targets, weighted in accordance with the office-holder's respective position within the Company.

A copy of the full English translation of the draft Remuneration Policy (prepared by BDO Ziv Haft – part of the international BDO network, and approved by the Company) is available for inspection as of the date of this Notice: (i) on the Company's website ([www.bsd-c.com](http://www.bsd-c.com)); and (ii) at the Company's registered address; and will be available for inspection at the Meeting.

## **RESOLUTION 2: MANAGEMENT AGREEMENT, SERVICES AGREEMENT AND EMPLOYMENT AGREEMENT**

Since 14 August 2013, Mr Israel Jossef Schneorson (the Company's chief executive officer), Mr Eyal Merdler (the Company's chief financial officer and company secretary), the Company's controller, bookkeeper and four administrative and secretarial personnel employed by BGI Investments (1961) Ltd. ("BGI") had been providing the Company with certain services (including the provision of chief executive officer, chief financial officer, corporate secretary, controller, bookkeeping and certain administrative services with no payment being made by the Company in respect of such services. Such BGI personnel invested significant proportions of their working time for the benefit of the Company (inter alia with respect to the Company's bid as part of a consortium seeking to take control of IDB Holding Corporation Ltd., the Company's transfer to the Standard List of the London Stock Exchange, the acquisition of control of Willi-Food Investments Ltd. and the preparation of the prospectus in relation to the Company's re-admission to trading on the London Stock Exchange). The Company and BGI have now agreed (subject to Shareholder approval) that: (i) going forward, such persons will be engaged directly by the Company; and (ii) that the cost incurred by BGI in providing such personnel and services from 14 August 2013 up to and including 31 August 2014 will be reimbursed to BGI.

Subject to the passing of Resolution 3, it is proposed to approve the following agreements, each of which is related and should be voted upon in combination:

- an agreement (the "**Management Agreement**") to be entered into (subject to Shareholder approval) between the Company and BGI;
- an agreement to be entered into (subject to Shareholder approval) between the Company and Israel Jossef Schneorson (the "**Schneorson Agreement**"); and
- an agreement to be entered into (subject to Shareholder approval) between the Company and Eyal Merdler (the "**Merdler Agreement**").

The key terms of the **Management Agreement** are set out below:

- (a) BGI's existing services agreement with Mr Israel Jossef Schneorson (the Company's chief executive officer) and employment agreements with Mr Eyal Merdler (the Company's chief financial officer and company secretary), the Company's controller, bookkeeper and four administrative and secretarial personnel currently employed by BGI and providing services to the Company, will be terminated.
- (b) The Company will enter into a new services agreement with Mr Israel Jossef Schneorson and a new employment agreement with Mr Eyal Merdler, the material terms and conditions of these agreements are set out below. In addition, the Company will enter into new employment agreements with the Company's controller, bookkeeper and four administrative and secretarial personnel currently employed by BGI and providing services to the Company, in each case on terms substantially the same as currently set out in their employment agreements with BGI.
- (c) The Company will pay BGI a one-off fee of USD 660,000 in relation to the services provided to the Company by the chief executive officer, chief financial officer, corporate secretary, controller, bookkeeping and certain administrative staff of BGI between 14 August 2013 and 31 August, 2014, net of expenses or amounts owing from BGI to the Company as at the date of such payment.

The cost of the services noted in paragraph c) above reflects the cost of the services provided by employees or contractors of BGI to the Company, on the basis that Mr Schneorson and Mr Merdler spent, between 14 August 2013 and 1 January 2014, at the best estimation of the Company, approximately sixty per cent. (60 per cent.) of their working time providing services to the Company and that all such BGI employees or contractors spent or will have spent, between 1 January 2014 (following the publication of BGI's special tender offer for the purchase of shares in the Company at the end of December 2013) and 31 August, 2014, at the best estimation of the Company, approximately ninety per cent. (90 per cent.) of their working time providing services to the Company.

- (d) Once the Management Agreement is approved, the Company will provide the services of the chief executive officer (subject to the approval of the Schneorson Agreement (as defined below) by BGI), chief financial officer, corporate secretary, controller, bookkeeping and certain administrative staff to BGI, in consideration of a monthly fee equal to NIS 35,000 (approximately USD 10,000), or NIS 28,000 (approximately USD 8,000), in the event that the Schneorson Agreement is not approved by BGI, as set out below) in each case, including VAT.

The cost of the services noted in paragraph (d) above reflects the cost of the services to be provided by employees or contractors of the Company to BGI on the basis that the Company's employees or contractors will spend, at the best estimation of the Company, approximately ten per cent. (10 per cent.) of their working time providing services to BGI.

- (e) The Management Agreement will have an initial term of three years and may be terminated by either party providing two-months' prior notice. Any extension of the Management Agreement beyond the initial term will be subject to renewed approvals as required by law.
- (f) The Management Agreement has been approved by the Company's audit committee and Board.

The key terms of the **Schneorson Agreement** are as set out below:

- (a) BGI has informed the Company that, the Schneorson Agreement has been approved by BGI's remuneration committee and board of directors and remains subject to the approval of BGI's shareholders. BGI has further informed the Company that it expects that approval of the Schneorson Agreement by BGI's shareholders will be sought by 15 October, 2014. In the event that the Schneorson Agreement is not approved by BGI's shareholders, under the provisions of the Israeli Companies Law, the remuneration committee and thereafter the board of directors of BGI may approve the Schneorson Agreement even if BGI's shareholders have rejected it, provided that they will have so resolved, based on detailed reasoning and following a renewed discussion of the Schneorson Agreement. If the Schneorson Agreement is not approved by BGI in accordance with the above: (i) the Company will not provide the services of chief executive officer services to BGI; (ii) the monthly

fee paid by BGI to the Company for the provision of chief financial officer, corporate secretary, controller, bookkeeping and certain administrative staff to BGI will be adjusted to NIS 28,000 (approximately USD 8,000) including VAT; and (iii) alternative terms of engagement for the Company's chief executive officer will be presented to the Shareholders for approval.

- (b) Mr Schneorson will provide chief executive officer services to the Company (irrespective and unrelated to his fulfilment of his role as a director of the Company) as an independent contractor and will not be an employee of the Company.
- (c) Mr Schneorson will spend no more than 10 per cent. of his working time in providing chief executive officer services to BGI pursuant to the Management Agreement and will also provide services to the subsidiaries of the Company as may be required from time to time, provided that this does not prejudice the provision of his services to the Company.
- (d) Mr Schneorson will be entitled to act as a director of other companies and to pursue other business interests, in each case provided that this does not prejudice the provision of his services to the Company.
- (e) Mr Schneorson will be entitled to a fee of NIS 60,000 (approximately USD 17,200) per month (gross) plus VAT, in addition to any bonus awarded in accordance with the Company's remuneration policy following receipt of any approvals required under law. Mr Schneorson will be entitled to additional benefits and reimbursement of expenses incurred in the course of his provision of services (in each case subject to the Company's policies from time to time), including the costs of a vehicle, petrol and maintenance, a mobile phone, foreign and domestic travel, medical check-ups and subscription to a daily financial newspaper, in each case against the provision of receipts. As an independent contractor, Mr Schneorson will not be entitled to any social benefits accruing to an employee pursuant to Israeli law.
- (f) The services agreement will have an initial term of three years and may be terminated by either party providing 60 days' prior notice. The Company may also forthwith terminate Mr Schneorson's term of service due to incapacity lasting for a period greater than 60 days or under other customary circumstances. The Company may award Mr Schneorson a bonus upon his departure, in accordance with the Company's remuneration policy.
- (g) Mr Schneorson's service agreement has been approved by the Company's remuneration committee and the Board (other than Mr Schneorson who has not taken part in the Board's consideration of the Schneorson Agreement).

The key terms of the **Merdler Agreement** are as set out below:

- (a) Mr Merdler will be employed as the Company's chief financial officer and corporate secretary.
- (b) Mr Merdler will be entitled to a salary of NIS 40,000 (approximately USD 11,500) per month (gross), an additional contribution equal to 7.5 per cent. of such amount to an authorised "Education Fund" and to any bonus awarded in accordance with the Company's remuneration policy following receipt of any approvals required under law. Mr Merdler will be entitled to additional benefits and reimbursement of expenses incurred in the course of his employment (in each case subject to the Company's policies from time to time), including in respect of a mobile phone, foreign and domestic travel, subscription to a daily financial newspaper and the advice of an accountant, in each case against the provision of receipts. Mr Merdler will also be entitled to a company car and the Company will cover the tax liability associated with such car.
- (c) The employment agreement may be terminated by either party providing 60 days' prior notice. The Company may also forthwith terminate Mr Merdler's employment under customary circumstances. Further, Mr. Merdler's employment will automatically terminate due to incapacity lasting for a period greater than three months. The Company may award Mr. Merdler a bonus upon his departure, in accordance with the Company's remuneration policy.

- (d) Mr Merdler's employment agreement has been approved by the Company's remuneration committee and the Board.

### **RESOLUTION 3: PARTICIPATION OF BGI IN THE MANAGEMENT AGREEMENT**

The Company, as a company with a standard listing, is not required to comply with chapter 11 of the Listing Rules which contains rules intended to prevent a related party from taking advantage of its position in respect of transactions with the listed company. However, the Directors have committed to complying with certain of the requirements of Listing Rule 11.1.7 on a voluntary basis.

BGI is a substantial Shareholder for the purposes of chapter 11 of the Listing Rules. BGI is therefore considered to be a related party for the purposes of chapter 11 of the Listing Rules. Jossef Schneerson and Chanoch Winderboim are also directors of BGI.

Under chapter 11 of the Listing Rules, the participation by BGI in the Management Agreement constitutes a related party transaction and will require the approval of Independent Shareholders, which is proposed as Resolution 3 set out in the Notice at the end of this circular.

### **DIRECTORS' RECOMMENDATION**

The Directors of the Company (with the exception of Rabbi Abraham Wolff, Israel Jossef Schneerson and Chanoch Winderboim who, having a Personal Interest in relation thereto, have not taken part in the Board's consideration of the Management Agreement) consider that the terms of the Management Agreement are fair and reasonable insofar as its Shareholders are concerned. In addition, the Directors believe the adoption of the Resolutions that will be proposed at the Meeting to be in the best interests of the Company and its shareholders as a whole. Accordingly the Directors recommend that you vote in favour of each resolution as they intend to do in respect of their own beneficial holdings. For the purposes of the recommendation, Mr Schneerson has not taken part in the Board's consideration of Resolution 2 to the extent that it concerns the Schneerson Agreement and none of Rabbi Abraham Wolff, Mr Schneerson or Mr Winderboim have taken part in the Board's consideration of Resolution 3 given their respective present or recent directorships (as applicable) in BGI.

Yours faithfully,

**Zvi Shur**

*External Director, by authority of the Board in light of the Chairman of the Board's Personal Interest in Resolutions 2 and 3*

## DEFINITIONS

The following definitions apply throughout this document, unless the context otherwise requires:

<b>“BGI”</b>	BGI Investments (1961) Ltd.
<b>“BGI Group”</b>	Israel 18 B.V., BGI and its subsidiaries
<b>“Board” or “Directors”</b>	the board of directors of the Company
<b>“Company” or “B.S.D Crown”</b>	B.S.D Crown Ltd.
<b>“Depository Interests”</b>	a depository interest representing Ordinary Shares
<b>“Form of Direction”</b>	the form of direction for use in connection with the Meeting
<b>“Form of Proxy”</b>	the form of proxy for use in connection with the Meeting
<b>“Independent Shareholders”</b>	the Shareholders other than the BGI Group
<b>“Israeli Companies Law”</b>	the Israeli Companies Law, 5759-1999 and any regulations promulgated thereunder
<b>“Listing Rules”</b>	the Listing Rules published by the FCA in accordance with section 73A(2) of FSMA
<b>“Meeting”</b>	the extraordinary general meeting of the Company to be held 10.00 a.m. (London time) on 8 September, 2014 (or any adjournment of it), notice of which is given in this document)
<b>“NIS”</b>	New Israeli Shekels, the lawful currency of the State of Israel
<b>“Notice”</b>	the notice convening the Meeting which accompanies this Letter
<b>“Ordinary Shares”</b>	the ordinary shares of NIS0.01 each in the capital of the Company
<b>“Personal Interest”</b>	has the meaning given to it in the Israeli Companies Law, being the personal interest of any person in an act or transaction of a company, including a personal interest of his relative or of a corporate body in which such person or a relative of such person has a personal interest, but excluding a personal interest stemming from the fact of a shareholding in the company
<b>“Resolutions”</b>	the resolutions set out in the Notice
<b>“Shareholders”</b>	the holders of Ordinary Shares
<b>“USD”</b>	US dollars, the lawful currency of the United States of America

**B.S.D CROWN LTD. (THE “COMPANY”)**

**NOTICE OF EXTRAORDINARY GENERAL MEETING OF THE  
COMPANY**

Notice is hereby given that the Extraordinary General Meeting of the Company will be held at 10.00 a.m. (London time) on 8 September, 2014 at the Hilton London Tower Bridge, 5 More London Place, Tooley Street, London SE1 2BY, United Kingdom, for the following purposes:

Resolution 1: to approve the Company’s remuneration policy, in the form approved by the Company’s board of directors following the recommendation of the Company’s remuneration committee and as presented to the Meeting;

Resolution 2: subject to the passing of Resolution 3, to approve the terms of the Management Agreement, the Schneerson Agreement and the Merdler Agreement; and

Resolution 3: to approve the participation of BGI in the Management Agreement.

By order of the Board of Directors of the Company.

#### Notes:

- 1 The Board has set 10.00 a.m. (London time) on 4 September, 2014 as the record date for Shareholders and DI holders to be entitled to vote. Changes to entries on the register of members after that time will be disregarded in determining the right of any person to attend or vote at such Meeting.
- 2 In order to comply with Chapter 11 of the Listing Rules, only Independent Shareholders will be able to exercise voting right in relation to Resolution 3.
- 3 Enclosed with this document is a form of proxy for Shareholders (the “**Form of Proxy**”) or a form of direction for Depository Interests holders (the “**Form of Direction**”).
- 4 If you are a Shareholder of the Company, whether or not you intend to be present at the Meeting, please complete and return the Form of Proxy (in accordance with the instructions set out in that document) to Capita Asset Services, PXS1, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4ZF, England, as soon as possible and in any event so as to be received by the Company’s registrars by no later than 10.00 a.m. (London time) on 4 September 2014 or forty eight hours before any adjournment thereof. Completion and return of a signed Form of Proxy will not prevent you from attending the Meeting and voting in person, if you so wish.
- 5 If you are a holder of Depository Interests representing ordinary shares of the Company, please complete and return the Form of Direction (in accordance with the instructions set out in that document) to Capita Asset Services, PXS1, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4ZF, England, as soon as possible and in any event so as to be received by Capita Asset Services by no later than 10.00 a.m. (London time) on 3 September 2014 or seventy two hours before any adjourned meeting. Holders of Depository Interests cannot vote in person at the Meeting; therefore, please make sure that your vote is received by Capita Asset Services by no later than 10.00 a.m. (London time) on 3 September 2014.
- 6 In the case of joint Shareholders, the vote of the senior of such Shareholders who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint Shareholders and for this purpose seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding.
- 7 **According to the Israeli Companies Law, for your vote on the Resolution to be considered you must state if you have a Personal Interest (in each case, as defined in the Israeli Companies Law and described above). An interest arising solely from the ownership of shares is not a Personal Interest.**

**Please check the relevant box provided in the forms.**

#### Issued share capital and total voting rights

- 8 As at 13 August 2014 (being the last practicable date prior to the publication of this Notice) the Company’s issued share capital is 140,578,154. There are 30,587,902 treasury shares. Therefore, the total voting rights in the Company as at 13 August 2014 are 109,990,252.

#### Members’ rights to ask questions

- 9 Members attending the meeting have the right to ask questions. The Company must cause to be answered any such question relating to the business being dealt with at the meeting but no such answer need be given if (i) to do so would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information, (ii) the answer has already been given on a website in the form of an answer to a question, or (iii) it is undesirable in the interests of the Company or the good order of the meeting that the question be answered.
- 10 Depository Interest Holders wishing to attend the meeting should contact Capita IRG Trustees Limited at the Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU or by email to [custodymgt@capita.co.uk](mailto:custodymgt@capita.co.uk) in order to request a letter of representation no later than 10.00 a.m. (London time) on 3 September, 2014. However, Depository Interest Holders will not be able to vote at the Meeting.

#### Website

- 11 A copy of this Notice can be found at [www.bsd-c.com](http://www.bsd-c.com).

#### Voting results

- 12 The results of the voting at the Extraordinary General Meeting will be announced through a Regulatory Information Service and will appear on our website, [www.bsd-c.com](http://www.bsd-c.com), on 8 September, 2014.

