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Settlement Agreement

The parties' counsels hereby respectfully advise the honorable court that they have reached a settlement as follows:

1. The defendant, the State of Israel, will pay the plaintiffs a total sum of 36,500 ILS (thirty six thousand five hundred New Israeli Shekels) including legal fees and VAT, for the full, final and complete waiver of their entire claims in CC 6574/00 before the Jerusalem Magistrate Court (hereinafter: the "civil case") – in connection with the accident being the subject matter of the claim, whether now existing or which may exist in the future of any kind and nature whatsoever, including waiver of claims of any benefactors whatsoever, whether now existing or which may exist in the future of any kind and nature whatsoever, and all of the above without admitting to any liability and the amount of the damage.
2. Following the payment of said amount, no person and/or body will have any claim and/or demand whatsoever in connection with and/or concerning the accident being the subject matter of the statement of claim and/or the claim in the civil case including all of its causes of action and/or anything related thereto and/or arising there from.

The plaintiffs will compensate the State of Israel immediately upon its first demand if any claim and/or demand is filed by any person or body as aforesaid, for any payment borne by it in connection with the accident, including any damage that may be caused to it as a result of any such claim and/or demand.

3. The sum specified in section 1 above will be paid within 45 days from the date a certified copy of a judgment giving the above settlement an effect is delivered by plaintiffs' counsel to defendant's counsel. Otherwise, said amount will bear linkage differentials and interest from the date the judgment is delivered to defendant's counsel.
4. Each party will bear its own expenses.
5. The honorable court is hereby requested to give this agreement and all of its terms and conditions an effect of a judgment.

(signed)

(signed)

Manal Hazzan, Advocate
Counsel to plaintiffs

Nira Mashraki, Advocate
Counsel to defendant