

בעניין שבין:

"כאן" תאגיד השידור הישראלי

ע"י ב"כ עוה"ד ממושרד עמר רייטר ז"אן שוכטוביץ ושות'

מרח' דרך ששת הימים 30, בני ברק 5120261

טל': 03-6019601 ; פקס: 03-6019602

(להלן: "הנתבעת")

- נ ג ד -

1. Live Nation Mtours (Usa)Inc.

2. לייב ניישן ישראל בע"מ

ע"י ב"כ עוה"ד ממושרד איתן מהולל שדות

מרח' אבא אבן 10, ת.ד. 2081, הרצליה 46120

טל': 09-9726000 ; פקס: 09-9726001

(להלן: "הנתבעות")


בקשה משותפת למתן תוקף של פסק דין להסכם פשרה

בית המשפט הנכבד מתבקש בזאת ליתן תוקף של פסק דין להסכם הפשרה בין הצדדים, כדלקמן:

1. בין הצדדים נחתם הסכם פשרה על-פיו התחייבו הנתבעות לפרוע את החוב נשוא התביעה ובכפוף לאמור בו מסיים באופן סופי ומוחלט את המחלוקת נשוא ההליך דנן.

הסכם הפשרה מצ"ב, ומסומן "א".

2. לאור האמור, מבקשים הצדדים מבית המשפט הנכבד ליתן להסכם הפשרה תוקף של פסק דין, ללא צו להוצאות.



גיא הדר, עו"ד
איתן מהולל שדות
ב"כ הנתבעות



רועי דותן, עו"ד
עמר רייטר ז"אן שוכטוביץ ושות'
ב"כ התובעת

October 2019

DRAFT – for negotiation purposes only

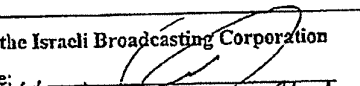
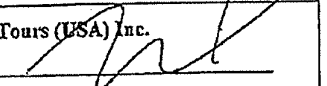
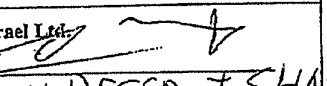
Confidential

Letter of Understanding

With reference to claim no. 32892-09-19 filed on September 12, 2019 at the Tel Aviv – Jaffa Magistrate Court (the "Claim"), by Israeli Public Broadcasting Corporation d/b/a KAN ("KAN"), against Live Nation MTours (USA) Inc. ("LN US") and Live Nation Israel Ltd. ("LN Israel"), the parties hereby agree as follows:

1. Within 3 business days from the execution of this letter, LN US, LN Israel (or any other entity on their behalf) will transfer to KAN a one-time payment in the amount of ₪352,235 (the "Settlement Amount"), according to the bank account details provided and attached in Exhibit B.
2. Attached hereto as Exhibit A, is a request for approval of this settlement agreement to be signed concurrently with the execution of this letter by the parties' attorneys. The approval request will be held by Adv. Roey Dotan and will be submitted with the Tel Aviv – Jaffa Magistrate Court by Adv. Roey Dotan within 3 business day following the Settlement Amount transfer as evidenced by a confirmation documentation to be provided to Adv. Roey Dotan.
3. Upon payment of the full Settlement Amount, as well as upon obtaining a court ruling approving this settlement agreement according to the approval in accordance with the form attached as Exhibit A, the parties hereto (Kan, LN US, and LN Israel) and/or anyone on their behalf shall not make any claim and/or demand of any kind against the counterparty in connection with any matter and subject related to the Claim.
4. Subject to the payment in full of the Settlement Amount as set forth above and the dismissal of the Claim, this Letter of Understanding constitutes a waiver and dismissal of any and all claims, demands, allegations, counterclaims, actions, causes of action, damages, liabilities, losses, payments, obligations, costs and expenses (including, without limitation, attorneys' fees and costs) of any kind or nature, past, present or future, fixed or contingent, direct or indirect, in law or equity, several or otherwise, known or unknown, suspected or unsuspected, that either party, Kan, LN Us and LN Israel (on behalf of itself and its parents, affiliates, agents, representatives, directors, employees, attorneys, insurers, predecessors, successors, and assigns, each in their capacity as such) have or may have against each of the other parties (including their its parents, subsidiaries, affiliates, agents, representatives, directors, employees, attorneys, insurers, predecessors, successors, and assigns, each in their capacity as such) in connection with and/or that may arise from or relate to the Madonna show at the Eurovision Song Contest 2019 and the agreement dated May 16, 2019.

IN WITNESS WHEREOF, the Parties hereto have caused this letter to be signed by their duly authorized officers.

"KAN" the Israeli Broadcasting Corporation Signature:  Name: <u>Eldad Koblef</u> Title: <u>CEO</u>	Live Nation MTours (USA) Inc. Signature:  Name: <u>ARTHUR FOGEL</u> Title: <u>PRESIDENT - GLOBAL TOURING / CHAIRMAN - GLOBAL</u>
עלדד קובלף CEO 33/116	Live Nation Israel Ltd. Signature:  Name: <u>GUY RESER + SHAY MORYA</u> Title: <u>CEO LIVE NATION ISRAEL</u>

נוסח מואשר
הלשכה המשפטית
כאן תאריך הידור
31.10.19 תאריך
ע"ד

מס' הידור הישראלי
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