

November 27, 2024

To
Greystone Senior Debt BI, Ltd.

Dear Sir/Madam,

Re: **Greystone Senior Debt BI, Ltd. (the "Company") Officers' obligations in connection with the Company's securities issuance to the public in Israel – Debentures (Series A)**

Upon signature on this letter of obligation, I hereby irrevocably undertake (as applicable), as follows:

1. Not to raise contentions against the applicability, validity or the manner of implementation of Section 39a of the Securities Law, 5728-1968 (the "**Securities Law**");
2. Not to object to any request of the Company's Debentures (Series A) trustee (the "**Trustee**" and the "**Debentures (Series A)**", respectively) and/or the holders of Debentures (Series A) (the "**Debentures (Series A) Holders**"), which shall be submitted to a court in Israel in a proceeding initiated against the Company, for applying the Israeli law regarding compromise or arrangement and insolvency (including liquidation) in connection with the Company, if submitted;
3. Not to object if a court in Israel seeks to apply Israeli law to a compromise or settlement and insolvency (including liquidation) in connection with the Company;
4. Not to raise claims against the local jurisdiction of the court in Israel in connection with proceedings filed by the Trustee and/or the Debentures (Series A) Holders against the Company, including a class action and a derivative claim;
5. Not to apply to a court outside of Israel in a proceeding against the Company, at their own initiative in order to obtain protection from a proceedings initiated by the Trustee and/or the Debentures (Series A) Holders of the Company and not to voluntarily initiate, a process of insolvency against the Company under foreign law and in a place of jurisdiction other than Israel;
6. Not to raise arguments against the authority of the Securities Authority and/or the Administrative Enforcement Committee in Israel in connection with monetary sanctions and/or administrative enforcement measures imposed on them by the Israel Securities Authority and/or the Administrative Enforcement Committee in Israel, according to Chapter H3 and/or Chapter H4 of the Securities Law, and they undertake and will undertake in an irrevocable manner in writing to comply with the decisions of the Securities Authority and/or the Administrative Enforcement Committee in Israel, including without derogating from the generality of the foregoing, to pay the financial sanctions and/or payments to victims of breach that will be imposed upon them (if imposed) and to take reasonable action to remedy the breach and prevent its recurrence;
7. Starting from the end of three (3) months after the date of the issuance and as long as the Debentures (Series A) are in circulation, at least two directors will serve on the Company's Board (including external directors);
8. To not raise claims against the Debentures (Series A) Holders right to file a derivative claim;
9. That the Company and the corporations it holds will not be considered as corporations but will continue to be considered a Pass-Through Entity for its owners or a partnership as applicable, for federal tax purposes in the United States;
10. To act for the appointment of representatives for the company in Israel;

Upon his signature on this letter of obligation, each of the Company's Officers (whose name detailed in this letter of obligation) hereby approves the Company's authorized electronic signatory to electronically file this letter of obligation to the Israeli Securities Authority.

Lisa Lifshitz

November 27, 2024

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Stephen Rosenberg

November 27, 2024

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Jeffrey Baevsky

November 27, 2024

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Andreia Isler

November 27, 2024

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Gary Levine

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Ross Gusler

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Ron Hyman

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Shlomo Zohar

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