

APPENDIX I1
PERFORMANCE BOND

To:

The Accountant-General
Ministry of Finance
Jerusalem

Re: Bank Guarantee No. _____
Concession Agreement Dated _____ ("Guarantee")

Pursuant to the request of _____ [*name to be completed*] (hereinafter: "**The Applicant**"), we hereby guarantee to pay you any sum, at your demand, up to the overall amount of fifty million NIS (50,000,000 NIS) (hereinafter: "**The Principal Amount**").

Linkage differentials shall be added to the Principal Amount or any part thereof, in accordance with the provisions set forth herein below (hereinafter, the Principal Amount, together with linkage differentials, shall be referred to as "**The Amount of the Guarantee**").

For the purpose of this Guarantee:

The "General Consumer Cost of Living Index" or the "Index" - shall mean the Consumer Price Index (also known as the Cost of Living Index) including vegetables and fruits, which is published by the Israeli Central Bureau of Statistics, including that Index, even if it shall be published by any other Government Institution or in any other manner, and also including any official Index which shall replace it, whether it shall be made up with the same data on which the existing index is based or not. If another index shall replace the existing Index, the Israeli Central Bureau of Statistics shall determine the ratio between them.

The "Basic Index" - shall mean the Index published in respect of the month _____ of _____ at a rate of _____ points. [*to be completed based on the Index known on the date of issuance of the guarantee*]

The "New Index" - shall mean the Index last published before actual payment under this guarantee.

If at the time of payment of any amount under this Guarantee, the New Index shall be higher than the Basic Index, the Amount of the Guarantee shall be calculated as increased in a rate equal to the rate in which the New Index has increased in comparison with the Basic Index.

If it shall transpire that the New Index is equal to the Basic Index or lower therefrom, the Amount of the Guarantee shall remain unchanged.

We undertake to pay you, any sum specified in your written demand up to the Amount of the Guarantee, immediately and no later than fourteen (14) days from the date of receipt of such demand.

Your demand for payment of the Amount of the Guarantee may be affected in stages, and payments will be executed in accordance with your demand provided that the overall total of the payments does not exceed the Amount of the Guarantee.

Each demand for payment under this Guarantee must be received by us in writing at our address as follows:

[Address to be completed]

Demand sent to us / received by us via facsimile or email shall not be considered as a demand in writing according to this Guarantee.

Our undertaking pursuant to this Guarantee is autonomous and unconditional and you will not be obligated to explain, to reason or prove your demand or first demand payment from the Applicant or from any other entity.

We hereby waive any right we might have of first requiring you to pursue your legal remedies against the Applicant and waive notice of acceptance hereof, of any action taken or omitted in reliance hereon and of any failure to comply with the terms of the Concession Agreement in reference. We hereby agree that our obligations under this Guarantee are autonomous, direct, primary, unconditional, irrevocable obligations and that the Concession Agreement in reference may be modified, amended and supplemented without our consent in any manner and agree that no such modification, amendment or supplement shall release, effect or impair our liability under this Guarantee.

This Guarantee will not be assigned or transferred by you without our consent.

This Guarantee shall be in force until _____*[the anticipated date of issuance of Notice to Proceed to be completed]*, and shall automatically be extended for two successive additional periods of 6 months' duration each, unless prior written approval is granted by you not to extend it.

This Guarantee shall be governed by the Laws of the State of Israel.

Yours Sincerely,

Bank _____

APPENDIX I2

EARLY WORKS BOND

To:

The Accountant-General
Ministry of Finance
Jerusalem

Re: Bank Guarantee No. _____

Concession Agreement Dated _____ ("Guarantee")

Pursuant to the request of _____ [*name to be completed*] (hereinafter: "**The Applicant**"), we hereby guarantee to pay you any sum, at your demand, up to the overall amount of thirty five million NIS (35,000,000 NIS) (hereinafter: "**The Principal Amount**").

Linkage differentials shall be added to the Principal Amount or any part thereof, in accordance with the provisions set forth herein below (hereinafter, the Principal Amount, together with linkage differentials, shall be referred to as "**The Amount of the Guarantee**").

For the purpose of this Guarantee:

The "General Consumer Cost of Living Index" or the "Index" - shall mean the Consumer Price Index (also known as the Cost of Living Index) including vegetables and fruits, which is published by the Israeli Central Bureau of Statistics, including that Index, even if it shall be published by any other Government Institution or in any other manner, and also including any official Index which shall replace it, whether it shall be made up with the same data on which the existing index is based or not. If another index shall replace the existing Index, the Israeli Central Bureau of Statistics shall determine the ratio between them.

The "Basic Index" - shall mean the Index published in respect of the month _____ of _____ at a rate of _____ points. [*to be completed based on the Index known on the date of issuance of the guarantee*]

The "New Index" - shall mean the Index last published before actual payment under this guarantee.

If at the time of payment of any amount under this Guarantee, the New Index shall be higher than the Basic Index, the Amount of the Guarantee shall be calculated as increased in a rate equal to the rate in which the New Index has increased in comparison with the Basic Index.

If it shall transpire that the New Index is equal to the Basic Index or lower therefrom, the Amount of the Guarantee shall remain unchanged.

We undertake to pay you, any sum specified in your written demand up to the Amount of the Guarantee, immediately and no later than fourteen (14) days from the date of receipt of such demand.

Your demand for payment of the Amount of the Guarantee may be affected in stages, and payments will be executed in accordance with your demand provided that the overall total of the payments does not exceed the Amount of the Guarantee.

Each demand for payment under this Guarantee must be received by us in writing at our address as follows:

[Address to be completed]

Demand sent to us / received by us via facsimile or email shall not be considered as a demand in writing according to this Guarantee.

Our undertaking pursuant to this Guarantee is autonomous and unconditional and you will not be obligated to explain, to reason or prove your demand or first demand payment from the Applicant or from any other entity.

We hereby waive any right we might have of first requiring you to pursue your legal remedies against the Applicant and waive notice of acceptance hereof, of any action taken or omitted in reliance hereon and of any failure to comply with the terms of the Concession Agreement in reference. We hereby agree that our obligations under this Guarantee are autonomous, direct, primary, unconditional, irrevocable obligations and that the Concession Agreement in reference may be modified, amended and supplemented without our consent in any manner and agree that no such modification, amendment or supplement shall release, effect or impair our liability under this Guarantee.

This Guarantee will not be assigned or transferred by you without our consent.

This Guarantee shall be in force until _____*[the anticipated date of issuance of Notice to Proceed to be completed]*, and shall automatically be extended for two successive additional periods of 6 months' duration each, unless prior written approval is granted by you not to extend it.

This Guarantee shall be governed by the Laws of the State of Israel.

Yours Sincerely,

Bank _____

APPENDIX I3

CONSTRUCTION PERFORMANCE BOND

To:

The Accountant-General
Ministry of Finance
Jerusalem

Re: Bank Guarantee No. _____

Concession Agreement Dated _____ ("Guarantee")

Pursuant to the request of _____ [*name to be completed*] (hereinafter: "**The Applicant**"), we hereby guarantee to pay you any sum, at your demand, up to the overall amount of one hundred twenty five million NIS (125,000,000 NIS) (hereinafter: "**The Principal Amount**").

Without derogating from the generality of the foregoing, the Principal Amount may be reduced following receipt by us of a Reduction Certificate issued by the Accountant General, or anyone on her behalf, in the format attached as Annex 1, by the amount stipulated therein, and in accordance with the provisions thereof.

Linkage differentials shall be added to the Principal Amount or any part thereof, in accordance with the provisions set forth herein below (hereinafter, the Principal Amount, together with linkage differentials, shall be referred to as "**The Amount of the Guarantee**").

For the purpose of this Guarantee:

the "General Consumer Cost of Living Index" or the "Index" - shall mean the Consumer Price Index (also known as the Cost of Living Index) including vegetables and fruits, which is published by the Israeli Central Bureau of Statistics, including that Index, even if it shall be published by any other Government Institution or in any other manner, and also including any official Index which shall replace it, whether it shall be made up with the same data on which the existing index is based or not. If another index shall replace the existing Index, the Israeli Central Bureau of Statistics shall determine the ratio between them.

The "Basic Index" - shall mean the Index published in respect of the month ____ of ____ at a rate of ____ points. [*to be completed based on the Index known on the date of issuance of the guarantee*]

The "New Index" - shall mean the Index last published before actual payment under this guarantee.

If at the time of payment of any amount under this Guarantee, the New Index shall be higher than the Basic Index, the Amount of the Guarantee shall be calculated as increased in a rate equal to the rate in which the New Index has increased in comparison with the Basic Index.

If it shall transpire that the New Index is equal to the Basic Index or lower therefrom, the Amount of the Guarantee shall remain unchanged.

We undertake to pay you, any sum specified in your written demand up to the Amount of the Guarantee, immediately and no later than fourteen (14) days from the date of receipt of such demand.

Your demand for payment of the Amount of the Guarantee may be affected in stages, and payments will be executed in accordance with your demand provided that the overall total of the payments does not exceed the Amount of the Guarantee.

Each demand for payment under this Guarantee must be received by us in writing at our address as follows:

[Address to be completed]

Demand sent to us / received by us via facsimile or email shall not be considered as a demand in writing according to this Guarantee.

Our undertaking pursuant to this Guarantee is autonomous and unconditional and you will not be obligated to explain, to reason or prove your demand or first demand payment from the Applicant or from any other entity.

We hereby waive any right we might have of first requiring you to pursue your legal remedies against the Applicant and waive notice of acceptance hereof, of any action taken or omitted in reliance hereon and of any failure to comply with the terms of the Concession Agreement in reference. We hereby agree that our obligations under this Guarantee are autonomous, direct, primary, unconditional, irrevocable obligations and that the Concession Agreement in reference may be modified, amended and supplemented without our consent in any manner and agree that no such modification, amendment or supplement shall release, effect or impair our liability under this Guarantee.

This Guarantee will not be assigned or transferred by you without our consent.

This Guarantee shall be in force until _____*[three months following the anticipated date of issuance of Permit to Operate, date to be completed]*, and shall automatically be extended for two successive additional periods of 6 months' duration each, unless prior written approval is granted by you not to extend it.

This Guarantee shall be governed by the Laws of the State of Israel.

Yours Sincerely,

Bank _____

CONSTRUCTION PERFORMANCE BOND

Annex 1

To:

Bank _____

Dear Sirs,

Re: Bank Guarantee No. _____

Pursuant to the provisions of Section 1 of the Bank Guarantee in reference (the "Guarantee"), you are hereby requested to reduce the Amount of the Guarantee by the following amount: fifty million NIS (50,000,000 NIS).

You are requested to submit the amended Guarantee at the following address, by no later than _____:

Very truly yours,

Accountant General

(or anyone on her behalf)

APPENDIX I4

OPERATION AND MAINTENANCE BOND

TO:

The Accountant-General

Ministry of Finance

Jerusalem

Re: Bank Guarantee No. _____

Concession Agreement Dated _____ ("Guarantee")

Pursuant to the request of _____ [*name of to be completed*] (hereinafter: "**The Applicant**"), we hereby guarantee to pay you any sum, at your demand, up to the overall amount of [thirty five million million NIS (35,000,000 NIS) seventy million NIS (70,000,000 NIS)], *to be provided in accordance with the option selected by the Concessionaire in accordance with the provisions of Tender Form B (The Bid Letter)*] (hereinafter: "**The Principal Amount**").

Linkage differentials shall be added to the Principal Amount or any part thereof, in accordance with the provisions set forth herein below (hereinafter, the Principal Amount, together with linkage differentials, shall be referred to as "**The Amount of the Guarantee**").

For the purpose of this Guarantee:

the "General Consumer Cost of Living Index" or the "Index" - shall mean the Consumer Price Index (also known as the Cost of Living Index) including vegetables and fruits, which is published by the Israeli Central Bureau of Statistics, including that Index, even if it shall be published by any other Government Institution or in any other manner, and also including any official Index which shall replace it, whether it shall be made up with the same data on which the existing index is based or not. If another index shall replace the existing Index, the Israeli Central Bureau of Statistics shall determine the ratio between them.

The "Basic Index" - shall mean the Index published in respect of the month ____ of ____ at a rate of ____ points. [*to be completed based on the Index known on the date of issuance of the guarantee*]

The "New Index" - shall mean the Index last published before actual payment under this guarantee.

If at the time of payment of any amount under this Guarantee, the New Index shall be higher than the Basic Index, the Amount of the Guarantee shall be calculated as increased in a rate equal to the rate in which the New Index has increased in comparison with the Basic Index.

If it shall transpire that the New Index is equal to the Basic Index or lower therefrom, the Amount of the Guarantee shall remain unchanged.

We undertake to pay you, any sum specified in your written demand up to the Amount of the Guarantee, immediately and no later than fourteen (14) days from the date of receipt of such demand.

Your demand for payment of the Amount of the Guarantee may be affected in stages, and payments will be executed in accordance with your demand provided that the overall total of the payments does not exceed the Amount of the Guarantee.

Each demand for payment under this Guarantee must be received by us in writing at our address as follows:

[Address to be completed]

Demand sent to us / received by us via facsimile or email shall not be considered as a demand in writing according to this Guarantee.

Our undertaking pursuant to this Guarantee is autonomous and unconditional and you will not be obligated to explain, to reason or prove your demand or first demand payment from the Applicant or from any other entity.

We hereby waive any right we might have of first requiring you to pursue your legal remedies against the Applicant and waive notice of acceptance hereof, of any action taken or omitted in reliance hereon and of any failure to comply with the terms of the Concession Agreement in reference. We hereby agree that our obligations under this Guarantee are autonomous, direct, primary, unconditional, irrevocable obligations and that the Concession Agreement in reference may be modified, amended and supplemented without our consent in any manner and agree that no such modification, amendment or supplement shall release, effect or impair our liability under this Guarantee.

This Guarantee will not be assigned or transferred by you without our consent.

This Guarantee shall be in force until _____ *[twelve months following the anticipated end of the Commercial Operation Phase - date to be completed]*, and shall automatically be extended for a successive additional period of 12 months' duration, unless prior written approval is granted by you not to extend it.

This Guarantee shall be governed by the Laws of the State of Israel.

Yours Sincerely,

Bank _____

APPENDIX I5

FINAL MAINTENANCE BOND

TO:

The Accountant-General
Ministry of Finance
Jerusalem

Re: **Bank Guarantee No.** _____
Concession Agreement Dated _____ ("**Guarantee**")

Pursuant to the request of _____ [*name of the Concessionaire to be completed*] (hereinafter: "**The Applicant**"), we hereby guarantee to pay you any sum, at your demand, up to the overall amount of [one hundred million NIS (100,000,000 NIS) two hundred million NIS (200,000,000 NIS) *to be completed in accordance with the option selected by the Concessionaire in accordance with the provisions of Tender Form B (The Bid Letter)*] (hereinafter: "**The Principal Amount**").

Linkage differentials shall be added to the Principal Amount or any part thereof, in accordance with the provisions set forth herein below (hereinafter, the Principal Amount, together with linkage differentials, shall be referred to as "**The Amount of the Guarantee**").

We undertake to pay you, upon your first written demand, any sum specified in such demand up to the Amount of the Guarantee, immediately and no later than seven (7) days from the date of the receipt of your demand at our offices, whose address is indicated on this letter heading.

For the purpose of this Guarantee:

the "**General Consumer Cost of Living Index**" or the "**Index**" - shall mean the Consumer Price Index (also known as the Cost of Living Index) including vegetables and fruits, which is published by the Israeli Central Bureau of Statistics, including that Index, even if same shall be published by any other Government Institution and/or in any other manner, and also including any official Index which shall replace same, whether same shall be made up with the same data on which the existing index is based or not. If another index shall replace the existing Index, the Israeli Central Bureau of Statistics shall determine the ratio between them.

The "**Basic Index**" - shall mean the Index published in respect of the month _____ of _____ at a rate of _____ points. [*to be completed based on the Index known on the date of issuance of the guarantee*]

The "**New Index**" - shall mean the Index last published before actual payment under this guarantee.

If at the time of payment of any amount under this Guarantee, the New Index shall be higher than the Basic Index, the Amount of the Guarantee shall be calculated as increased in a rate equal to the rate in which the New Index has increased in comparison with the Basic Index.

If it shall transpire that the New Index is equal to the Basic Index or lower therefrom, the Amount of the Guarantee shall remain unchanged.

We undertake to pay you, any sum specified in your written demand up to the Amount of the Guarantee, immediately and no later than fourteen (14) days from the date of receipt of such demand.

Your demand for payment of the Amount of the Guarantee may be affected in stages, and payments will be executed in accordance with your demand provided that the overall total of the payments does not exceed the Amount of the Guarantee.

Each demand for payment under this Guarantee must be received by us in writing at our address as follows:

[Address to be completed]

Demand sent to us / received by us via facsimile or telex or email shall not be considered as a demand in writing according to this Guarantee.

Our undertaking pursuant to this Guarantee is autonomous and unconditional and you will not be obligated to explain, to reason or prove your demand or first demand payment from the Applicant or from any other entity.

We hereby waive any right we might have of first requiring you to pursue your legal remedies against the Applicant and waive notice of acceptance hereof, of any action taken or omitted in reliance hereon and of any failure to comply with the terms of the Concession Agreement in reference. We hereby agree that our obligations under this Guarantee are autonomous, direct, primary, unconditional, irrevocable obligations and that the Concession Agreement in reference may be modified, amended and supplemented without our consent in any manner and agree that no such modification, amendment or supplement shall release, effect or impair our liability under this Guarantee.

This Guarantee will not be assigned or transferred by you without our consent.

This Guarantee shall be in force until _____*[twelve months following the anticipated end of the Commercial Operation Phase, date to be completed]*, and shall automatically be extended for a successive additional period of 12 months' duration, unless prior written approval is granted by you not to extend it.

This Guarantee shall be governed by the Laws of the State of Israel.

Yours Sincerely,

Bank _____