
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

FORM 8-K

**CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report: **November 10, 2014**

Ormat Technologies, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State of Incorporation)

001-32347

(Commission File Number)

No. **88-0326081**

(I.R.S. Employer Identification No.)

6225 Neil Road, Reno, Nevada

(Address of Principal Executive Offices)

89511-1136

(Zip Code)

(775) 356-9029

(Registrant's Telephone Number, Including Area Code)

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions: (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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INFORMATION TO BE INCLUDED IN THE REPORT

Item 1.01 Entry into a Material Definitive Agreement

Share Exchange Agreement and Plan of Merger

On November 10, 2014, Ormat Technologies, Inc. (the “Company”) entered into a Share Exchange Agreement and Plan of Merger (the “Share Exchange Agreement”) with Ormat Industries Ltd., an Israeli corporation which currently owns approximately 59.75% of the Company’s outstanding common stock (“Parent”), and Ormat Systems Ltd., an Israeli corporation that is wholly-owned by the Company (“Ormat Systems”).

Pursuant to the Share Exchange Agreement, among other things, the Company will acquire Parent, through a share exchange in which the Company will issue new shares of its common stock to Parent shareholders in exchange for all of the outstanding ordinary shares of Parent. The exchange ratio for the share exchange is 0.2592 shares of the Company’s common stock for each ordinary share of Parent. Based on that exchange ratio and the number of outstanding shares of common stock of the Company and ordinary shares of Parent, following the share exchange, the Company’s common stock will be owned approximately 38% by stockholders of the Company immediately prior to the effective time of the share exchange and 62% by Parent shareholders immediately prior to the effective time of the share exchange.

The Share Exchange Agreement contains customary covenants, representations and warranties of the parties, including, among others, a covenant by each of the Company, Parent and Ormat Systems to conduct their respective businesses in the ordinary course during the interim period between the execution of the Share Exchange Agreement and the consummation of the share exchange and not to engage in certain kinds of activities during such period.

The consummation of the share exchange is subject to a number of conditions. These include among others (i) the receipt of approval from the District Court of Tel Aviv – Jaffa of the scheme of arrangement under Israeli law represented by the share exchange; (ii) the approval by the stockholders of the Company of the issuance of the shares of common stock of the Company to the shareholders of Parent in connection with the share exchange, which approval has been obtained; (iii) the approval of the Share Exchange Agreement by the shareholders and, if necessary, creditors of Parent; (iv) the maintenance in full force and effect of a ruling that has been obtained from the Israel Tax Authority confirming the Israeli income tax treatment of the transactions contemplated by the Share Exchange Agreement (the “Israeli Tax Ruling”); (v) the authorization for listing on the New York Stock Exchange of the common stock of the Company to be issued in connection with the share exchange, subject to notice of official issuance; (v) the absence of a material adverse effect on the Company or Parent; and (vi) the Parent Shareholder Voting Agreements and the Voting Neutralization Agreements referred to below continuing in full force and effect. Assuming satisfaction or waiver (if permissible by applicable law) of the conditions under the Share Exchange Agreement, the share exchange is expected to close during the first quarter of 2015.

Voting Agreements

In connection with the Share Exchange Agreement, on November 10, 2014, the Company entered into a voting agreement (the “Parent Voting Agreement”) with Parent. Under that agreement, Parent, subject to the terms and conditions thereof, agrees to vote in favor of the issuance of the shares of common stock of the Company in connection with the share exchange and to vote against any action that would preclude fulfillment of the conditions precedent to the consummation of the share exchange under the Share Exchange Agreement. On November 10, 2014, Parent signed a written consent voting its shares of common stock of the Company in accordance with the Parent Voting Agreement. Accordingly, the share exchange has been authorized by the Company's stockholder vote required under the Share Exchange Agreement, and no vote of other stockholders of the Company will be required or solicited.

Also on November 10, 2014 and in connection with the Share Exchange Agreement, the Company entered into voting agreements (the “Parent Shareholder Voting Agreements”) with FIMI ENRG, Limited Partnership and FIMI ENRG, L.P. (together “FIMI”), which currently owns approximately 24.22% of the outstanding ordinary shares of Parent, and Bronicki Investments Ltd. (“Bronicki”), which currently owns approximately 14.21% of the outstanding ordinary shares of Parent. Under the Parent Shareholder Voting Agreements, the Parent shareholders that are parties to these agreements agree, among other things, to vote in favor of the Share Exchange Agreement and the transactions contemplated thereby. The Parent shareholders also agree to comply in all respects with the Israeli Tax Ruling applicable to the Parent shareholders. In that connection, the Parent shareholders have agreed to deposit, before the effective time of the share exchange, the ordinary shares of Parent each of them hold with an Israeli escrow agent satisfactory to the Israel Tax Authority or the Company, on the terms set forth in an escrow agreement in the form attached to the Parent Shareholder Voting Agreements.

Also on November 10, 2014 and in connection with the Share Exchange Agreement, the Company entered into a voting neutralization agreement with FIMI (the “FIMI Voting Neutralization Agreement”) and a voting neutralization agreement with Bronicki (the “Bronicki Voting Neutralization Agreement” and, together with the FIMI Voting Neutralization Agreement, the “Voting Neutralization Agreements”).

Under the Voting Neutralization Agreements, FIMI and Bronicki (the “Restricted Shareholders”) agree, among other things, to certain restrictions on their shares of Company common stock. Among other things, the Voting Neutralization Agreements would:

- Require the Restricted Shareholders to vote all voting securities owned by the FIMI and Bronicki and their respective affiliates in excess of 16% and 9%, respectively, of the combined voting power of the Company’s shares in proportion to votes cast by the other holders of the Company’s voting securities at any time any action is to be taken by the Company’s stockholders.
- Prohibit the acquisition of Company voting securities by FIMI and Bronicki and their respective affiliates if after giving effect to any such acquisition FIMI and Bronicki and their respective affiliates would beneficially own voting securities representing in the aggregate more than 20% and 12%, respectively, of the combined voting power of the Company’s shares.

- Prohibit, prior to January 1, 2017, the sale of more than 10% of all Company voting securities owned in the aggregate by the Restricted Shareholders.
- Allow, following January 1, 2017, the sale of Company voting securities owned by the Restricted Shareholders only if the Restricted Shareholders are not acting in concert to sell or, if they are, only with 20 days' prior written notice to the Company, subject to certain exceptions for public sales and mergers and acquisitions transactions.

The Voting Neutralization Agreements also provide that, at and subject to the closing of the share exchange, upon request of the Restricted Shareholders, the Company will enter into a registration rights agreement in the form attached as an exhibit to the Voting Neutralization Agreements (the "Restricted Shareholder Registration Rights Agreements"). If and when executed, the Restricted Shareholder Registration Rights Agreements will provide, among other things, that the Restricted Shareholders may, subject to certain limitations, require the Company to prepare and file with the Securities and Exchange Commission a registration statement to register a public offering of the common stock of the Company held by the Restricted Shareholders, on customary terms and conditions set forth in the agreements.

The foregoing summary is not a complete description of all of the parties' rights and obligations under the Share Exchange Agreement, the Parent Voting Agreement, the Parent Shareholder Voting Agreements or the Voting Neutralization Agreements and is qualified in its entirety by reference to the Share Exchange Agreement, the Parent Voting Agreement, the Parent Shareholder Voting Agreements and the Voting Neutralization Agreements, copies of which are filed as Exhibit 2, Exhibit 10.1, Exhibit 10.2, Exhibit 10.3, Exhibit 10.4 and Exhibit 10.5, respectively, hereto and are incorporated herein by reference.

Cautionary Note

The filing of the Share Exchange Agreement is not intended to provide any other factual information about the Company, Parent, Ormat Systems or their respective subsidiaries and affiliates. The representations, warranties and covenants contained in the Share Exchange Agreement were made only for purposes of that agreement and as of the specific dates set forth therein. They were solely for the benefit of the parties to the Share Exchange Agreement, and are subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allotting contractual risk between the parties to the Share Exchange Agreement instead of establishing these matters as facts. The Share Exchange Agreement is also subject to standards of materiality deemed relevant to the contracting parties that may differ from those matters which may be deemed material to investors. Investors are not third party beneficiaries under the Share Exchange Agreement and should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or conditions of the Company, Parent, Ormat Systems or any of their respective subsidiaries or affiliates. In addition, the respective compliance dates for any such representations, warranties and covenants vary, and thus any individual term or condition may not be relevant at any particular time. Moreover, information concerning the subject matter of the representation and warranties may change after the date of the Share Exchange Agreement. For various reasons, that subsequent information may or may not be fully reflected in the Company's public disclosures.

Item 3.02 Unregistered Sales of Equity Securities

The information disclosed under Item 1.01 is incorporated into this Item 3.02 in its entirety.

If the share exchange becomes effective under the terms and conditions set forth in the Share Exchange Agreement, the Company anticipates that it will issue approximately 30,200,000 shares of its common stock in exchange for all the outstanding ordinary shares of Parent. That exchange will not be registered in reliance upon an exemption from registration under Section 3(a)(10) of the Securities Act of 1933, as amended (the "Securities Act"). As noted under Item 1.01, the Share Exchange Agreement and the share exchange will be effected through an Israeli law court-approved scheme of arrangement. Among other things, this will require the approval by the District Court of Tel Aviv-Jaffa, including a public hearing on the fairness of the terms and conditions of the issuance and exchange at which all persons to whom the securities will be issued have the right to appear.

Item 8.01 Other Events.

On November 10, 2014, the Company issued a press release announcing the execution of the Share Exchange Agreement. A copy of the press release is furnished as Exhibit 99 to this report on Form 8-K and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 2 Share Exchange Agreement and Plan of Merger dated as of November 10, 2014 by and among Ormat Technologies, Inc., Ormat Industries Ltd. and Ormat Systems Ltd.
- 10.1 Voting Agreement dated as of November 10, 2014 by and between Ormat Technologies, Inc. and Ormat Industries Ltd.
- 10.2 Voting and Undertaking Agreement dated as of November 10, 2014 by and among Ormat Technologies, Inc., FIMI ENRG, Limited Partnership and FIMI ENRG, L.P.
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- 10.5 Voting Neutralization Agreement dated as of November 10, 2014 between Ormat Technologies, Inc. and Bronicki Investments Ltd.
- 99 Press release of Ormat Technologies, Inc. dated November 10, 2014

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ORMAT TECHNOLOGIES, INC.

By: /s/ ISAAC ANGEL

Name: Isaac Angel

Title: Chief Executive Officer

Date: November 17, 2014

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
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SHARE EXCHANGE AGREEMENT AND PLAN OF MERGER

BY AND AMONG

ORMAT INDUSTRIES LTD.,

ORMAT TECHNOLOGIES, INC.,

AND

ORMAT SYSTEMS LTD.

DATED AS OF

NOVEMBER 10, 2014

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OIL Disclosure Letter

OTI Disclosure Letter

SHARE EXCHANGE AGREEMENT AND PLAN OF MERGER

This Share Exchange Agreement and Plan of Merger (this "**Agreement**"), dated as of November 10, 2014, is by and among Ormat Industries Ltd., an Israeli corporation ("**OIL**"); Ormat Technologies, Inc., a Delaware corporation ("**OTI**"); and Ormat Systems Ltd., an Israeli company and a wholly-owned subsidiary of OTI ("**OSIL**").

RECITALS

WHEREAS, the Parties wish to enter into a transaction whereby (i) at the Closing, each issued and outstanding OIL Ordinary Share will be transferred to, and acquired by, OTI, free and clear of any Security Interests, in exchange for the right of the holders thereof to receive that number of fully paid and nonassessable shares of OTI Common Stock equal to the Exchange Ratio, such that OIL will become a direct wholly owned Subsidiary of OTI (the "**Share Exchange**"); (ii) within three (3) Business Days after the Closing, OIL will transfer all of the OTI Common Stock held by it to OTI (the "**1st Internal Transfer**"), which shares of OTI Common Stock will be automatically canceled in accordance with Section 2.1; (iii) promptly following the 1st Internal Transfer, OTI will transfer all of the OSIL Ordinary Shares held by it to OIL (the "**2nd Internal Transfer**"), such that OSIL will become a direct wholly owned Subsidiary of OIL; and (iv) on March 31, 2015, OIL will merge (the "**Merger**") with and into OSIL following which OIL will cease to exist and OSIL will be the surviving company (the "**Surviving Company**") and shall become a direct wholly owned Subsidiary of OTI, all in accordance with this Agreement;

WHEREAS, the board of directors of OTI (upon the unanimous recommendation of the special committee of the board of directors of OTI consisting solely of independent directors (the "**OTI Special Committee**")) has (i) approved and declared advisable, fair to and in the best interests of its shareholders, this Agreement, the Share Exchange and the other Transactions contemplated by this Agreement, and (ii) determined to recommend to its shareholders the approval of this Agreement, the Share Exchange and the other Transactions contemplated by this Agreement;

WHEREAS, the board of directors of OIL (upon the unanimous recommendation of the special committee of the board of directors of OIL consisting solely of independent directors (the "**OIL Special Committee**")), has (i) approved and declared advisable, fair to and in the best interests of its shareholders, this Agreement, the Share Exchange and the other Transactions contemplated by this Agreement, and (ii) determined to recommend to its shareholders the approval of this Agreement, the Share Exchange, and the other Transactions contemplated by this Agreement;

WHEREAS, concurrently with the execution of this Agreement and as a condition and inducement of the Parties to enter into this Agreement, (i) certain principal shareholders of OIL (the "**OIL Principal Shareholders**") are each entering into (A) a voting and undertaking agreement, in substantially the form attached hereto as Exhibit A (the "**OIL Shareholders Undertaking Agreement**"), pursuant to which, among other things, each such Person has agreed to vote all of the OIL Ordinary Shares owned by it in favor of the approval and adoption of this Agreement, and the approval of the Share Exchange, the Merger and the other Transactions contemplated hereby and to comply with the terms of the Israeli Tax Ruling applicable to such Person and (B) a voting neutralization agreement, in substantially the form attached hereto as Exhibit B (the "**Voting Neutralization Agreement**" and, together with the OIL Shareholders Undertaking Agreements, the "**OIL Shareholders Voting Agreements**"), pursuant to which, among other things, each such Person has agreed to vote a portion of the OTI Common Stock to be owned by it following the Closing in direct proportion to the votes of OTI's other stockholders, and (ii) OIL is entering into a voting agreement, in substantially the form attached hereto as Exhibit C (the "**OIL Voting Agreement**"), pursuant to which, among other things, OIL has agreed to vote all of the shares of OTI Common Stock owned by it in favor of the OTI Stockholder Approval;

WHEREAS , the Parties intend to effect the Share Exchange, the Merger and the other Transactions contemplated by this Agreement by way of a court-approved arrangement among OIL, OSIL and their respective shareholders and (if applicable) creditors, in accordance with Sections 350 and 351 of the Companies Law and other applicable Law;

WHEREAS , on November 9, 2014, OIL and OSIL have obtained a ruling, dated November 6, 2014, from the ITA confirming, among other things, that, subject to the conditions stipulated therein, the obligation of OIL shareholders to pay capital gains tax on the Share Exchange will be deferred in accordance with the provisions of Section 103C of the Ordinance (the “*Israeli Tax Ruling*”); and

WHEREAS , the Parties intend that, for U.S. federal income tax purposes, the Share Exchange, the Merger and the other Transactions contemplated by this Agreement will qualify as a “reorganization” within the meaning of Section 368(a) of the Code and the Treasury Regulations;

NOW, THEREFORE , in consideration of the foregoing and the mutual covenants and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. **SHARE EXCHANGE**

1.1 Closing.

On the terms and subject to the conditions set forth in this Agreement and the Court Approval, the consummation of the Share Exchange (the “*Closing*”) will take place at the offices of Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, NY (“*OTI Counsel*”), at a time and on a date to be mutually designated by the Parties (or such other place, time and date agreed to by the Parties), which shall be no later than the second Business Day (or such other period of time agreed to by the Parties) following the satisfaction or waiver (wherever permissible by the applicable Party) of all of the conditions set forth in Article VI (other than those conditions that by their nature or pursuant to the terms of this Agreement are to be satisfied at or immediately prior to the Closing). The date on which the Closing occurs is referred to as the “*Closing Date*” or the “*Effective Time*,” as applicable.

1.2 Effect on Capital Stock.

At the Effective Time, by virtue of the Share Exchange and without any further action on the part of OIL or OTI or any of the holders of the following securities, each of the following shall occur:

(a) Cancellation of OIL Treasury Stock. Any OIL Ordinary Share that is owned by OIL as treasury stock and any OIL Ordinary Shares owned by OTI or any direct or indirect wholly owned Subsidiary of OIL or of OTI, will be automatically canceled and will cease to exist and no consideration will be delivered in exchange therefor.

(b) No Effect on OTI Common Stock. Each share of OTI Common Stock (i) not owned by OIL that is issued and outstanding immediately prior to the Effective Time will remain issued and outstanding after the Effective Time, and (ii) that is owned by OIL immediately prior to the Effective Time will, subject to Section 2.1 hereof, continue to be owned by OIL but OIL acknowledges and agrees that no consideration will be delivered in exchange therefor and shall be treated by OTI as dormant shares that do not carry any voting or economic rights.

(c) Share Exchange. Each issued and outstanding OIL Ordinary Share will be transferred to, and acquired by, OTI, free and clear of any Security Interests, in exchange for the right of the holders thereof (subject to Sections 1.2(a), 1.2(b) and 1.6 hereof) to receive that number of fully paid and nonassessable shares of OTI Common Stock equal to the Exchange Ratio. The shares of OTI Common Stock to be issued pursuant to this Section 1.2(c) are referred to as the “*Share Exchange Consideration*.” For the sake of clarity, as of the Effective Time, (i) all issued and outstanding OIL Ordinary Shares will be transferred to, and acquired by, OTI, free and clear of any Security Interests, such that OIL will become a direct wholly owned Subsidiary of OTI and (ii) any holder of a certificate or book-entry shares formerly representing any such OIL Ordinary Shares will cease to have any rights with respect thereto, except the right to receive the Share Exchange Consideration upon surrender of such certificate or book-entry share. The issuance of OTI Common Stock (and Rights, if issued pursuant to the following paragraph) in connection with the Share Exchange is referred to as the “*OTI Stock Issuance*.”

(d) Adjustments. Without derogating from any other provision of this Agreement (including Sections 5.4 and 5.5 hereof), (i) the Exchange Ratio shall be adjusted to reflect appropriately the effect of any forward or reverse stock split, stock dividend (including any dividend or distribution of securities convertible into shares of OTI Common Stock), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to shares of OTI Common Stock occurring on or after the date hereof and prior to the Effective Time, and (ii) unless the Rights shall have expired or been redeemed prior to the Effective Time, upon the issuance of any OTI Common Stock hereunder, and pursuant to the Rights Agreement, one Right shall be issued together with and shall attach to each share of OTI Common Stock issued pursuant to the terms of this Agreement (in which case, references in this Agreement to OTI Common Stock shall include, unless the context requires otherwise, the Rights).

1.3 Exchange of Certificates.

Prior to the Closing, OTI will appoint a bank, depositary or trust company that maintains an office in Israel, which is reasonably acceptable to OIL, to act as the exchange agent (the "**Exchange Agent**"). At or prior to the Effective Time, OTI will deposit with the Exchange Agent, for the benefit of the holders of OIL Ordinary Shares, for exchange in accordance with this Article I through the Exchange Agent, evidence in book-entry form representing the shares of OTI Common Stock issuable pursuant to this Article I in exchange for outstanding OIL Ordinary Shares that were converted into the right to receive the Share Exchange Consideration (such shares of OTI Common Stock, together with any dividends or distributions with respect thereto, being hereinafter referred to as the "**Exchange Fund**"). The Exchange Agent will, pursuant to irrevocable instructions, deliver the OTI Common Stock to be issued pursuant to this Article I out of the Exchange Fund. The Exchange Fund will not be used for any other purpose.

1.4 Exchange Procedures.

(a) As soon as reasonably practicable after the Effective Time, the Exchange Agent will mail, or facilitate the mailing, to any holder of record of outstanding OIL Ordinary Shares whose shares were converted into the right to receive the Share Exchange Consideration pursuant to Section 1.2(c), (a) a letter of transmittal, and (b) instructions for use in effecting the exchange of any OIL Ordinary Shares for Share Exchange Consideration. Upon delivery to the Exchange Agent of the letter of transmittal, duly executed, and such other documents as may reasonably be required by OTI or the Exchange Agent, the holder of such OIL Ordinary Shares will be entitled to receive in exchange therefor the Share Exchange Consideration (and cash in lieu of fractional shares of OTI Common Stock pursuant to Section 1.6 hereof) that such holder has the right to receive pursuant to the provisions of this Article I. Until exchanged as contemplated by this Section 1.4 and Section 1.5 below, any OIL Ordinary Shares previously owned by such shareholder will be deemed at any time after the Effective Time to represent only the right to receive upon such exchange the Share Exchange Consideration as contemplated by Section 1.2(c).

(b) Notwithstanding the foregoing and Section 1.3, it is hereby clarified that, with respect to holders of certificates (and not book-entry shares) formerly representing any OIL Ordinary Shares and registered in OIL's own shareholders registrar (the "**OIL Record Holders** "), OTI may (i) deliver itself (or through an agent reasonably acceptable to OIL) said letter of transmittal (and instructions) to such OIL Record Holders and (ii) upon delivery to OTI (or said agent) of the letter of transmittal, duly executed, and such other documents as may reasonably be required by OTI (or said agent), the OIL Record Holder will be entitled to receive a certificate (or evidence in book-entry form) representing the shares of OTI Common Stock issuable pursuant to this Article I in exchange therefor (and cash in lieu of fractional shares of OTI Common Stock pursuant to Section 1.6 hereof).

1.5 **No Further Ownership Rights in OIL Ordinary Shares.**

The Share Exchange Consideration issued in accordance with the terms of this Article I will be deemed to have been issued in full satisfaction of all rights pertaining to such OIL Ordinary Shares. After the Closing, by virtue of the Arrangement, no OIL Shareholder (whether such shares were held through certificate or book-entry form) shall have the right (i) to receive any consideration, including securities of OTI or cash, other than the shares of OTI Common Stock (and cash in lieu of fractional shares pursuant to Section 1.6) to be provided to such shareholder hereunder or (ii) to make any claim with respect to the authority of any Party to enter into this Agreement or the enforceability of the Share Exchange, the Merger or any of the other Transactions .

1.6 **No Fractional Shares.**

(a) No certificates or scrip representing fractional shares of OTI Common Stock will be issued upon the conversion of OIL Ordinary Shares pursuant to Section 1.2, and such fractional share interests will not entitle the owner thereof to vote or to any rights of a holder of OTI Common Stock. For purposes of this Section 1.6, all fractional shares to which a single record holder would be entitled will be aggregated, and calculations will be rounded to three decimal places.

(b) Fractional shares of OTI Common Stock that would otherwise be allocable to any former holders of OIL Ordinary Shares in the Share Exchange will be aggregated, and no holder of OIL Ordinary Shares will receive cash equal to or greater than the value of one full share of OTI Common Stock. The Exchange Agent will promptly cause the whole shares obtained thereby to be sold, in the open market or otherwise as directed by OTI, and in no case later than 30 Business Days after the Effective Time. The Exchange Agent will make available the net proceeds thereof, after deducting any required withholding Taxes and brokerage charges, commissions and transfer Taxes and fees, on a pro rata basis, without interest, as soon as practicable to the holders of OIL Ordinary Shares entitled to receive such cash. Payment of cash in lieu of fractional shares of OTI Common Stock will be made solely for the purpose of avoiding the expense and inconvenience to OTI of issuing fractional shares and will not represent separately bargained-for consideration.

1.7 **Distributions with Respect to Unexchanged Shares.**

No dividends or other distributions with respect to OTI Common Stock with a record date after the Effective Time will be paid to the holder of any OIL Ordinary Shares with respect to the shares of OTI Common Stock issuable upon exchange thereof, until the exchange of such OIL Ordinary Shares in accordance with this Article I. Subject to applicable Law, following the exchange of any such OIL Ordinary Shares, there will be paid to the holder of the certificate representing whole shares of OTI Common Stock issued in exchange therefor, without interest, (i) at the time of such surrender, the amount of any dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole shares of OTI Common Stock, and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to such surrender and a payment date subsequent to such exchange payable with respect to such whole shares of OTI Common Stock.

1.8 **Withholding Rights.**

OTI or the Exchange Agent, as the case may be, will be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as may be required to be deducted and withheld with respect to the making of such payment under the Code, the Ordinance or any applicable Tax Law. Notwithstanding the foregoing, except as may be required by the Israeli Tax Ruling, no amounts will be deducted or withheld with respect to the making of such payment under the Ordinance. Any withheld amounts will be treated for all purposes of this Agreement as having been paid to the Persons otherwise entitled thereto.

1.9 Termination of Exchange Fund.

Any portion of the Exchange Fund that remains undistributed to the holders of the OIL Ordinary Shares following twelve (12) months from the Closing Date will be delivered to OTI, upon its demand, and any holders of the OIL Ordinary Shares who have not theretofore complied with this Article I will thereafter look only to OTI for the Share Exchange Consideration and any dividends or other distributions with respect to OTI Common Stock to which they are entitled pursuant to this Article I. Any portion of the Exchange Fund (and all dividends or other distributions payable pursuant to Section 1.7) remaining unclaimed by holders of OIL Ordinary Shares as of a date which is immediately prior to such time as such amounts would otherwise escheat to or become property of any Governmental Authority will, to the extent permitted by applicable Law, become the property of OTI free and clear of any claims or interest of any Person previously entitled thereto.

1.10 Lost Certificates.

If any certificate representing OIL Ordinary Shares has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, and, if required by OTI or the Exchange Agent, the posting by such Person of a bond in such amount as OTI or the Exchange Agent may direct, as indemnity against any claim that may be made against it with respect to such certificate, the Exchange Agent will deliver, in exchange for such lost, stolen or destroyed certificate, the Share Exchange Consideration to be paid in respect of the OIL Ordinary Shares formerly represented thereby pursuant to this Article I.

2. **MERGER ETC.**

2.1 The 1st Internal Transfer. Subject to the occurrence of the Closing, the consummation of the 1st Internal Transfer will take place at the offices of OTI Counsel, within three (3) Business Days following the Closing (or such other place, time and date agreed to by the Parties) by way of OIL executing and delivering to OTI, for no consideration, a stock power deed, in a form reasonably acceptable to OTI, evidencing the transfer of all shares of OTI Common Stock owned by OIL to OTI. In accordance with the resolution of the board of directors of OTI approving this Agreement, each share of OTI Common Stock that is transferred to OTI as part of the 1st Internal Transfer will, immediately following the 1st Internal Transfer, automatically be canceled and will cease to exist.

2.2 The 2nd Internal Transfer. Subject to the occurrence of the 1st Internal Transfer, the consummation of the 2nd Internal Transfer will take place at the offices of OTI Counsel, promptly following the 1st Internal Transfer, and in no event earlier than one Business Day thereafter (or such other place, time and date agreed to by the Parties), by way of (i) OTI executing and delivering to OIL a share transfer deed, in a form reasonably acceptable to OIL, evidencing the transfer of all of the OSIL Ordinary Shares owned by OTI to OIL, and (ii) in exchange therefor, OIL shall issue to OTI one (1) fully paid and nonassessable OIL Ordinary Share.

2.3 The Merger.

(a) The Merger Closing. Subject to the occurrence of the 2nd Internal Transfer, the consummation of the Merger (the "**Merger Closing**") will take place at the offices of OTI Counsel, on and as of March 31, 2015 (or such other place, time and date agreed to by the Parties). The date or time on which the Merger Closing occurs is referred to as the "**Merger Closing Date**" or the "**Merger Effective Time**," as applicable.

(b) The Merger. On the terms and subject to the conditions of this Agreement, at the Merger Effective Time, (i) OIL will merge with and into OSIL, the separate corporate existence of OIL shall cease and OSIL will be the Surviving Company and will become a wholly-owned Subsidiary of OTI, and (ii) the Merger will have the effects set forth in this Agreement and the applicable provisions of the Court Approval. Without limiting the generality or effect of the foregoing, at the Merger Effective Time, all the property, rights, privileges, immunities, powers and franchises of OIL and OSIL will vest in the Surviving Company and all debts, liabilities and duties of OIL and OSIL will become the debts, liabilities and duties of the Surviving Company.

(c) Articles of Association and Directors and Officers of the Surviving Company. Unless otherwise determined by OTI prior to the Merger Effective Time, (i) the Charter Documents of OSIL in effect at the Merger Effective Time will be and remain the Charter Documents of the Surviving Company, until thereafter changed or amended in accordance with applicable Law, and (ii) the directors and officers of OSIL immediately prior to the Merger Effective Time will be the initial directors and officers of the Surviving Company until their respective successors are duly appointed and qualified in the manner provided by the Charter Documents of the Surviving Company or as otherwise provided by applicable Law.

(d) Effect of the Merger on Capital Stock. At the Merger Effective Time, by virtue of the Merger and without any action on the part of OIL or OSIL or any of the holders of the following securities, each of the following shall occur: (i) each OSIL Ordinary Share issued and outstanding immediately prior to the Merger Effective Time shall automatically become owned by OTI, (ii) each OIL Ordinary Share owned by OTI immediately prior to the Merger Effective Time shall automatically be canceled and will cease to exist, and (iii) in exchange therefor, OSIL shall issue to OTI the OSIL Consideration.

3. **REPRESENTATIONS AND WARRANTIES OF OIL**

OIL hereby represents and warrants to OTI and OSIL that, except as (i) set forth in the OIL Disclosure Letter or (ii) other than with respect to Sections 3.1(a), 3.2, 3.3, 3.4 and 3.5, to the extent disclosed in, and reasonably apparent from, any OIL ISA Filings made since December 31, 2013 and publicly available prior to the date of this Agreement (other than any forward-looking disclosures set forth in any risk factor section, any disclosures in any section relating to forward-looking statements and any other similar disclosures included therein to the extent that they are primarily cautionary in nature):

3.1 **Due Organization, Good Standing and Corporate Power.**

(a) Each of OIL and its Subsidiaries is a corporation duly organized, validly existing and, where applicable, in good standing under the Laws of the jurisdiction of its incorporation, and, except as has not had or would not reasonably be expected to have, individually or in the aggregate, an OIL MAE, has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) Each of OIL and its Subsidiaries is duly qualified or licensed to do business and, where applicable, is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except in such jurisdictions where the failure to be so qualified or licensed or in good standing has not had or would not reasonably be expected to have, individually or in the aggregate, an OIL MAE.

3.2 **Authorization of Agreement.**

The execution, delivery and performance of this Agreement and each of the Other Transaction Agreements to which OIL is a party by OIL, and the consummation by OIL of the Transactions, have been duly authorized and approved by the OIL Special Committee, the audit committee, the compensation committee (if applicable) and the board of directors of OIL, and, subject to receipt of each of the Section 350 Voting Approval and the Court Approval, no other corporate or shareholder action on the part of OIL is necessary to authorize the execution, delivery and performance of this Agreement and the Other Transaction Agreements to which OIL is a party or the consummation of the Transactions. This Agreement has been, and each of the Other Transaction Agreements to which OIL is a party, when executed, will be, duly executed and delivered by OIL and to the extent that it is a party thereto, each is (or when executed will be) a valid and binding obligation of OIL, enforceable against OIL in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and similar Laws affecting the enforcement of creditors' rights generally and by general equitable principles (such exception, the "**Enforceability Exception**").

3.3 Consents and Approvals; No Violations.

Assuming (a) the applicable requirements of the Israeli Securities Law and of the Tel Aviv Stock Exchange (the "TASE") have been satisfied, (b) compliance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976 or any other Israeli or non-U.S. Law, if applicable, intended to prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization, restraint of trade, harm to competition or effectuating foreign investment (collectively, "Antitrust Laws"), (c) the Section 350 Voting Approval is obtained, (d) the Court Approval is obtained, and (e) the Israeli Tax Ruling is obtained, the execution and delivery of this Agreement and the Other Transaction Agreements by OIL and the consummation by OIL of the Transactions do not and will not: (i) violate or conflict with any provision of OIL's Charter Documents, (ii) violate or conflict with any Law or Order of any Governmental Authority applicable to OIL by which any of its Assets may be bound, (iii) require any Governmental Approval, or (iv) result in a violation or breach of, conflict with, constitute (with or without due notice or lapse of time or both) a default under, or give rise to any right of termination, cancellation or acceleration, or result in the creation of any Security Interest in effect as of the Closing upon any Assets of OIL or give rise to any obligation, right of termination, cancellation, acceleration or increase of any obligation or a loss of a material benefit under, any of the terms, conditions or provisions of any OIL Contract, excluding in the case of clauses (ii) through (iv) above, conflicts, violations, breaches, defaults, rights of payment and reimbursement, terminations, modifications, accelerations and creations and impositions of Security Interests that would not reasonably be expected to have, individually or in the aggregate, an OIL MAE.

3.4 Capital Structure.

The authorized capital stock of OIL consists of 150,000,000 ordinary shares, par value NIS 1.0 per share (the "OIL Ordinary Shares"), of which 116,524,664 OIL Ordinary Shares were issued and outstanding as of the date hereof (excluding 2,216,360 OIL Ordinary Shares held as treasury shares). From June 30, 2014 through the execution and delivery of this Agreement, OIL has not issued or repurchased any shares of its capital stock or any securities convertible into or exchangeable or exercisable for any shares of its capital stock. All issued and outstanding OIL Ordinary Shares have been duly authorized and validly issued and are fully paid and nonassessable. As of the execution and delivery of this Agreement, there were no outstanding options, warrants, rights, subscriptions, claims of any character, agreements, obligations, convertible or exchangeable securities, or other commitments, contingent or otherwise, to OIL Ordinary Shares or any capital stock equivalent or other nominal interest in OIL which relate to OIL (collectively, "OIL Equity Interests") pursuant to which OIL is or may become obligated to issue shares of its capital stock or other equity interests or any securities convertible into, exchangeable for, or evidencing the right to subscribe for, any OIL Equity Interests. As of the Effective Time, no OIL Equity Interests will be outstanding or otherwise exist. There are no outstanding obligations of OIL to repurchase, redeem or otherwise acquire any outstanding OIL Equity Interests.

3.5 Ownership of OTI.

OIL has good and valid title to the shares of OTI Common Stock set forth on Section 3.5 of the OIL Disclosure Letter, which securities are (and will be as of the Closing), free and clear of any Security Interests.

3.6 Litigation and Compliance with Laws.

(a) As of the date of this Agreement, there are no Actions pending against OIL or any of its Subsidiaries or, to the Knowledge of OIL, threatened against OIL or any of its Subsidiaries (or any of their respective properties or rights), at Law or in equity, or before or by any Governmental Authority or any arbitrator or arbitration tribunal, that would prohibit OIL from entering into, executing and complying with their obligations under this Agreement or the Other Transaction Agreements or from consummating the Transactions.

(b) There are no Actions pending against OIL or with respect to OIL or any of its Assets or, to the Knowledge of OIL, any of the officers or directors of OIL (in their capacity as such), or to the Knowledge of OIL, threatened against OIL, that have had or would reasonably be expected to have, individually or in the aggregate, an OIL MAE. Neither OIL nor any of its Assets is subject to any Order that has had or would reasonably be expected to have, individually or in the aggregate, an OIL MAE.

(c) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an OIL MAE, (i) OIL is conducting its business in compliance with all applicable Laws and (ii) immediately prior to the Effective Time, OIL will hold, to the extent legally required, all Permits that are materially required for the operation of its business as conducted as of immediately prior to the Effective Time, and there shall not have occurred any default under any such Permit. None of such Permits will lapse, terminate, expire or otherwise be impaired as a result of the consummation of the Transactions, except as would not reasonably be expected to have, individually or in the aggregate, an OIL MAE. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an OIL MAE, OIL has not received any written notice from any Person alleging non-compliance with any such Permit.

(d) Without derogating from the generality of the foregoing, none of OIL or, to the Knowledge of OIL, any director, officer, agent or employee acting on behalf of OIL, has used any funds to make, directly or indirectly, any unlawful contribution, gift, bribe, payoff, kickback or other unlawful payment to any United States, Israeli or foreign government official or employee in violation of the United States Foreign Corrupt Practices Act of 1977 or any other similar applicable Law.

3.7 OIL ISA Filings; Financial Statements; Absence of Changes.

(a) Since December 31, 2013, OIL has timely filed, and will after the date of this Agreement timely file, all registration statements, prospectuses, forms, reports, proxy statements and documents and related exhibits required to be filed by it under the Israeli Securities Law (collectively, including all documents filed after the date of this Agreement and prior to the Closing and, in each case, including all exhibits and schedules thereto and documents incorporated by reference therein, the “**OIL ISA Filings**”). The OIL ISA Filings (i) were prepared or will, after the date of this Agreement, be prepared in all material respects in accordance with the requirements of the Israeli Securities Law and (ii) did not at the time they were filed and will not, when filed after the date of this Agreement, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. As of the date hereof, to the Knowledge of OIL, none of the OIL ISA Filings is subject to ongoing review by the ISA.

(b) Each of the consolidated financial statements included in the OIL ISA Filings, including the notes and schedules thereto (the “**OIL Financial Statements**”), (i) has been prepared from, and is in accordance with, the books and records of OIL and the OIL Subsidiaries, (ii) complies in all material respects with the applicable accounting requirements and with the published rules and regulations of the ISA with respect to such requirements in effect at the time of such filing, (iii) has been prepared in accordance with IFRS, applied on a consistent basis during the periods involved (except as may be indicated in the OIL Financial Statements or in the notes to the OIL Financial Statements and subject, in the case of unaudited statements, to normal recurring year-end audit adjustments and the absence of footnote disclosure, none of which adjustments are expected to be material in nature), and (iv) fairly presents, in all material respects, the consolidated financial position and the consolidated results of operations and cash flows (and changes in financial position, if any) of OIL and the OIL Subsidiaries as of the date and for the periods referred to in the OIL Financial Statements.

(c) Since December 31, 2013, OIL has not received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of OIL or its internal accounting controls, including any material complaint, allegation, assertion or claim that OIL has engaged in questionable accounting or auditing practices.

(d) Since June 30, 2014, there has not occurred any event, occurrence or condition which has had or would reasonably be expected to have, individually or in the aggregate, an OIL MAE.

(e) OIL has no material Liabilities, except (i) as shown in the OIL Financial Statements, (ii) as incurred in the ordinary course of business since June 30, 2014, (iii) expenses related to the Transactions contemplated hereunder, and (iv) Liabilities that are not Known to OIL as of the Share Exchange Closing Date. OIL is Solvent as of the date of this Agreement.

3.8 **Taxes**.

(a) OIL and each OIL Subsidiary has (i) duly and timely filed (or there have been filed on their behalf) with the appropriate Governmental Authority all Israeli and all other Tax Returns required to be filed by them, taking into account any extensions of time within which to file such Tax Returns, and all such Tax Returns were and are true, correct and complete in all respects, and (ii) duly and timely paid in full (or there has been duly and timely paid in full on their behalf), or made adequate provision for, all amounts of Taxes required to be paid by them, whether or not shown (or required to be shown) on any Tax Return, except, in each case, as has not had and would not reasonably be expected to have, individually or in the aggregate, an OIL MAE.

(b) Neither OIL nor any of its Subsidiaries has taken any action or has failed to take any action or Knows of any fact, agreement, plan or other circumstance that would prevent (i) the Share Exchange, the Merger or the other Transactions from qualifying as a reorganization under Section 368(a) of the Code and the Treasury Regulations or (ii) the receipt of the Israeli Tax Ruling (or their ability to comply therewith).

3.9 **Broker's or Finder's Fee**.

OIL has no liability or obligation to pay any fees or commissions to any broker, finder or other agent with respect to the Transactions.

3.10 **Property**.

(a) In the past seven years, OIL has been and prior to the Effective Time will be, a company that is primarily engaged in business through its ownership of equity interests in OTI and its other Subsidiaries from time to time.

(b) Section 3.10 of the OIL Disclosure Letter contains a true and complete list of all real property owned, leased or subleased, and all other material Assets owned, by OIL as of the date of this Agreement. As of the date of this Agreement, OIL has (i) a valid leasehold interest in all of its Assets that are leased or subleased real property and (ii) good and valid title to all other material Assets and none of OIL's material Assets are, as of the date hereof, and they will not be as of the Closing Date, subject to any material Security Interests.

3.11 **Affiliate Transactions.**

There are no Contracts between OIL or the OIL Subsidiaries, on the one hand, and any Affiliates of OIL (including the OIL Principal Shareholders) on the other hand (other than any OIL Subsidiary), that would be required to be disclosed under the Israeli Securities Law and that have not been so disclosed in the OIL ISA Filings. All such Contracts have been negotiated on an arms-length basis and contain terms and conditions that are commercially reasonable and consistent with market terms for such transactions that are no less favorable in the aggregate than OIL could have obtained from an unaffiliated third party.

3.12 **Information to be Supplied.**

The information supplied or to be supplied by OIL for inclusion in the OTI Information Statement to be filed with the Commission will not, on the date of filing, or on the date the OTI Information Statement is mailed to OTI Stockholders, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

3.13 **Voting Requirements; Approval; Board Approval.**

(a) The only vote of any class or series of OIL' capital stock necessary to approve this Agreement, the Other Transaction Agreements and the Transactions is the Section 350 Voting Approval.

(b) The board of directors of OIL, upon the unanimous recommendation of the OIL Special Committee, has, at a meeting duly called and held, by vote, (i) approved and adopted this Agreement, the Other Transaction Agreements and the Transactions, (ii) determined that, considering the financial position of the merging companies, no reasonable concern exists that the Surviving Company will be unable to fulfill the obligations of OIL to its creditors, and (iii) resolved to recommend that the OIL Shareholders approve this Agreement, the Share Exchange and the other Transactions contemplated hereby (the "**OIL Recommendation**").

3.14 **State Takeover Laws and Rights Plan.**

Subject to obtaining the Court Approval, OIL is not subject to any "business combination", "control share acquisition", "fair price" or similar anti-takeover statute that applies to the Share Exchange or any other Transaction contemplated hereunder. OIL does not have in effect any "poison pill" or similar plan or agreement which could have a dilutive or otherwise adverse effect on OTI as a result of consummation of the Transactions contemplated hereby.

3.15 **No Other Representations or Warranties.**

Except for the representations and warranties of OIL expressly set forth in this Agreement and the Other Transaction Agreements to which it is a party, neither OIL nor any other Person makes any other express or implied representation or warranty on behalf of OIL or any OIL Subsidiary with respect to OIL, the OIL Subsidiaries or the Transactions. The representations and warranties made in this Agreement and the Other Transaction Agreements with respect to OIL and the Transactions are in lieu of all other representations and warranties OIL might have given OTI.

4. **REPRESENTATIONS AND WARRANTIES OF OTI AND OSIL**

Each of OTI and OSIL hereby represents and warrants to OIL that, except as (i) set forth in the OTI Disclosure Letter or (ii) other than with respect to Sections 4.1(a), 4.2, 4.3, 4.4 and 4.5, to the extent disclosed in, and reasonably apparent from, any OTI SEC Filings made since December 31, 2013 and publicly available prior to the date of this Agreement (other than any forward-looking disclosures set forth in any risk factor section, any disclosures in any section relating to forward-looking statements and any other similar disclosures included therein to the extent that they are primarily cautionary in nature):

4.1 **Due Organization, Good Standing and Corporate Power.**

(a) Each of OTI and its Subsidiaries is a corporation duly organized, validly existing and, where applicable, in good standing under the Laws of the jurisdiction of its incorporation, and, except as has not had or would not reasonably be expected to have, individually or in the aggregate, an OTI MAE, has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) Each of OTI and its Subsidiaries is duly qualified or licensed to do business and, where applicable, is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except in such jurisdictions where the failure to be so qualified or licensed or in good standing has not had or would not reasonably be expected to have, individually or in the aggregate, an OTI MAE.

4.2 **Authorization of Agreement.**

The execution, delivery and performance of this Agreement and the Other Transaction Agreements by each of OTI and OSIL, as applicable, and the consummation by OTI and OSIL of the Transactions, as applicable, have been duly authorized and approved by their respective boards of directors and by the OTI Special Committee (and this Agreement has been approved by OTI as the sole shareholder of OSIL) and, except for the OTI Stockholder Approval, no other corporate or stockholder action on the part of OTI or OSIL is necessary to authorize the execution, delivery and performance of this Agreement and the Other Transaction Agreements or the consummation of the Transactions. This Agreement has been, and each of the Other Transaction Agreements, when executed, will be, duly executed and delivered by each of OTI and OSIL, as applicable, and, to the extent that it is a party thereto, each is (or when executed will be) a valid and binding obligation of each of OTI and OSIL, as applicable, enforceable against each of OTI and OSIL, as applicable, in accordance with its terms, subject to the Enforceability Exception.

4.3 **Consents and Approvals; No Violations.**

Assuming (a) the applicable requirements of the Securities Act and the Exchange Act have been satisfied, (b) the requirements under any applicable state securities or blue sky Laws have been satisfied, (c) the requirements of the NYSE in respect of the listing of the shares of OTI Common Stock to be issued hereunder have been satisfied, (d) compliance with the Antitrust Laws, (e) the Court Approval is obtained, (f) the Israeli Tax Ruling is obtained, and (g) the OTI Stockholder Approval is obtained, the execution and delivery of this Agreement and the Other Transaction Agreements by OTI and OSIL, as applicable, and the consummation by OTI and OSIL of the Transactions do not and will not (i) violate or conflict with any provision of the Charter Documents of OTI or OSIL, (ii) violate or conflict with any Law or Order of any Governmental Authority applicable to OTI or OSIL or by which any of their respective properties or Assets may be bound, (iii) require any Governmental Approval, or (iv) result in a violation or breach of, conflict with, constitute (with or without due notice or lapse of time or both) a default under, or give rise to any right of termination, cancellation or acceleration, or result in the creation of any Security Interest upon any of the properties or assets of OTI or its Subsidiaries or give rise to any obligation, right of termination, cancellation, acceleration or increase of any obligation or a loss of a material benefit under, any of the terms, conditions or provisions of any OTI Contract, excluding in the case of clauses (ii) through (iv) above, conflicts, violations, breaches, defaults, rights of payment and reimbursement, terminations, modifications, accelerations and creations and impositions of Security Interests which would not reasonably be expected to have, individually or in the aggregate, an OTI MAE.

4.4 **Capital Structure; Valid Issuance.**

(a) The authorized capital stock of OTI consists of 200,000,000 shares of common stock, par value \$0.001 per share (the "**OTI Common Stock**"), and 5,000,000 shares of preferred stock, par value \$0.001 per share (the "**OTI Preferred Stock**"). As of the close of business on November 7, 2014 (the "**Measurement Date**"), there were (i) 45,530,627 shares of OTI Common Stock (including the Rights) issued and outstanding, (ii) no shares of OTI Preferred Stock issued and outstanding and (iii) 4,518,970 shares of OTI Common Stock reserved for issuance upon (x) the exercise of outstanding options (the "**OTI Options**") or (y) the settlement of stock appreciation rights, restricted stock units, or like accounts (collectively, "**Equity-Based Awards**"). All issued and outstanding shares of OTI Common Stock have been duly authorized and validly issued and are fully paid and nonassessable. As of the date of this Agreement, and except for shares of OTI Common Stock issuable as of the Measurement Date pursuant to the OTI Options or Equity-Based Awards, there are no outstanding options, warrants, rights, subscriptions, claims of any character, agreements, obligations, convertible or exchangeable securities, or other commitments, contingent or otherwise, relating to OTI Common Stock or any capital stock equivalent or other nominal interest in OTI or any of its Subsidiaries which relate to OTI (collectively, the "**OTI Equity Interests**") pursuant to which OTI or any of its Subsidiaries is or may become obligated to issue shares of its capital stock or other equity interests or any securities convertible into, exchangeable for, or evidencing the right to subscribe for, any OTI Equity Interests. There are no outstanding obligations of OTI to repurchase, redeem or otherwise acquire any outstanding securities of OTI Equity Interests.

(b) The shares of OTI Common Stock to be issued pursuant to this Agreement to the holders of the OIL Ordinary Shares have been duly authorized, and when issued, will be validly issued, fully paid and nonassessable and not subject to preemptive rights.

4.5 **Ownership of OSIL.**

The authorized capital stock of OSIL consists of 5,000,000 ordinary shares, par value NIS 1.0 per share (the “**OSIL Ordinary Shares**”), of which 804,551 OSIL Ordinary Shares were issued and outstanding as of the date hereof. All of the issued and outstanding OSIL Ordinary Shares are, and as of immediately prior to the Merger Effective Time will be, directly owned by OTI and free and clear of any Security Interests.

4.6 **Litigation and Compliance with Laws.**

(a) As of the date of this Agreement, there are no Actions pending against OTI or any of its Subsidiaries or, to the Knowledge of OTI, threatened against OTI or any of its Subsidiaries (or any of their respective properties or rights), at Law or in equity, or before or by any Governmental Authority or any arbitrator or arbitration tribunal, that would prohibit OTI or OSIL from entering into, executing and complying with their obligations under this Agreement or the Other Transaction Agreements or from consummating the Transactions.

(b) There are no Actions pending against OTI or with respect to OTI or any of its Assets or, to the Knowledge of OTI, any of the officers or directors of OTI (in their capacity as such), or to the Knowledge of OTI, threatened against OTI or any of its Subsidiaries, that have had or would reasonably be expected to have, individually or in the aggregate, an OTI MAE. Neither OTI nor any of its Assets is subject to any Order that has had or would reasonably be expected to have, individually or in the aggregate, an OTI MAE.

(c) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an OTI MAE, (i) OTI is conducting its business in compliance with all applicable Laws and (ii) immediately prior to the Effective Time, OTI will hold, to the extent legally required, all Permits that are required for the operation of its business as conducted as of immediately prior to the Effective Time, and there shall not have occurred any default under any such Permit. None of such Permits will lapse, terminate, expire or otherwise be impaired as a result of the consummation of the Transactions, except as would not reasonably be expected to have, individually or in the aggregate, an OTI MAE. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an OTI MAE, OTI has not received any written notice from any Person alleging non-compliance with any such Permit.

(d) Without derogating from the generality of the foregoing, none of OTI or, to the Knowledge of OTI, any director, officer, agent or employee acting on behalf of OTI, has used any funds to make, directly or indirectly, any unlawful contribution, gift, bribe, payoff, kickback or other unlawful payment to any United States or foreign government official or employee in violation of the United States Foreign Corrupt Practices Act of 1977, or any other applicable Law.

4.7 OTI SEC Filings; Financial Statements; Absence of Changes.

(a) Since December 31, 2013, OTI has timely filed, and will after the date of this Agreement timely file, all registration statements, prospectuses, forms, reports, proxy statements and documents and related exhibits required to be filed by it under the Securities Act or the Exchange Act, as the case may be (collectively, including Commission filings filed after the date of this Agreement and prior to the Closing and, in each case, including all exhibits and schedules thereto and documents incorporated by reference therein, the “**OTI SEC Filings**”). The OTI SEC Filings (i) were prepared or will, after the date of this Agreement, be prepared in all material respects in accordance with the requirements of the Securities Act, the Exchange Act and the U.S. Sarbanes-Oxley Act of 2002, as amended, as the case may be and (ii) did not at the time they were filed and will not, when filed after the date of this Agreement or when mailed to OTI Stockholders in the case of any proxy or information statement, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(b) Each of the consolidated financial statements included in the OTI SEC Filings, including the notes and schedules thereto (the “**OTI Financial Statements**”), (i) has been prepared from, and is in accordance with, the books and records of OTI and its Subsidiaries, (ii) complies in all material respects with the applicable accounting requirements and with the published rules and regulations of the Commission with respect to such requirements in effect at the time of such filing, (iii) has been prepared in accordance with GAAP, applied on a consistent basis during the periods involved (except as may be indicated in the OTI Financial Statements or in the notes to the OTI Financial Statements and subject, in the case of unaudited statements, to normal recurring year-end audit adjustments and the absence of footnote disclosure, none of which adjustments are expected to be material in nature), and (iv) fairly presents, in all material respects, the consolidated financial position and the consolidated results of operations and cash flows (and changes in financial position, if any) of OTI and its Subsidiaries as of the date and for the periods referred to in the OTI Financial Statements.

(c) Since December 31, 2013, OTI has not received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of OTI or its internal accounting controls, including any material complaint, allegation, assertion or claim that OTI has engaged in questionable accounting or auditing practices.

(d) Since June 30, 2014, there has not occurred any event, occurrence or condition which has had or would reasonably be expected to have, individually or in the aggregate, an OTI MAE.

(e) Each of OTI and OSIL is Solvent as of the date of this Agreement.

4.8 Taxes.

(a) OTI and each OTI Subsidiary has (i) duly and timely filed (or there have been filed on their behalf) with the appropriate Governmental Authority all U.S. federal and all other Tax Returns required to be filed by them, taking into account any extensions of time within which to file such Tax Returns, and all such Tax Returns were and are true, correct and complete in all respects, and (ii) duly and timely paid in full (or there has been duly and timely paid in full on their behalf), or made adequate provision for, all amounts of Taxes required to be paid by them, whether or not shown (or required to be shown) on any Tax Return, except, in each case, as has not had and would not reasonably be expected to have, individually or in the aggregate, an OTI MAE.

(b) Neither OTI nor any of its Subsidiaries has taken any action or has failed to take any action or Knows of any fact, agreement, plan or other circumstance that would prevent (i) the Share Exchange, the Merger or the other Transactions from qualifying as a reorganization under Section 368(a) of the Code and the Treasury Regulations or (ii) the receipt of the Israeli Tax Ruling (or their ability to comply therewith).

4.9 **Broker's or Finder's Fee.**

Neither OTI nor OSIL has any liability or obligation to pay any fees or commissions to any broker, finder or other agent with respect to the Transactions.

4.10 **Information to be Supplied.**

The information supplied or to be supplied by OTI for inclusion in the application for the Court Approval and the OIL Proxy Statement will not, on the date of its filing with the Applicable Court or the ISA, as applicable, or at the time of the OIL Meetings, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

4.11 **Voting Requirements; Approval; Board Approval.**

(a) The only vote required by Law of any class or series of OTI capital stock necessary to approve this Agreement, the Other Transaction Agreements and the Transactions is the affirmative vote (in person or by proxy or by written consent) of the holders of a simple majority of the outstanding shares of OTI Common Stock voting on the matter solely for the OTI Stock Issuance (the "***OTI Stockholder Approval***").

(b) The board of directors of OTI, upon the unanimous recommendations of the OTI Special Committee and audit committee, has, at a meeting duly called and held, by vote, (i) approved this Agreement, the Other Transaction Agreements and the Transactions, and (ii) resolved to recommend that the OTI Stockholders provide the OTI Stockholder Approval (the "***OTI Recommendation***").

(c) The board of directors of OSIL has, at a meeting duly called and held, by vote, (i) approved this Agreement and the Merger, and (ii) determined that, considering the financial position of the merging companies, no reasonable concern exists that the Surviving Company will be unable to fulfill the obligations of OSIL to its creditors. OTI, in its capacity as the sole stockholder of OSIL, approved the Merger.

4.12 **State Takeover Laws and Rights Plan.**

OTI is not subject to any "business combination", "control share acquisition", "fair price" or similar anti-takeover statute that applies to the Share Exchange or any other Transaction contemplated hereunder. No person shall become an "Acquiring Person" (as defined in the Rights Agreement) and no "Shares Acquisition Date" or "Distribution Date" (in either case, as defined in the Rights Agreement) shall occur, or deemed to have occurred, as a result of OTI's entering into this Agreement or the consummation of the transactions contemplated hereby.

4.13 **No Other Representations or Warranties.**

Except for the representations and warranties of OTI and OSIL expressly set forth in this Agreement and the Other Transaction Agreements, none of OTI, OSIL or any other Person makes any other express or implied representation or warranty on behalf of OTI or any of its Subsidiaries (including OSIL) with respect to OTI, its Subsidiaries (including OSIL) or the Transactions. The representations and warranties made in this Agreement and the Other Transaction Agreements with respect to OTI, its Subsidiaries (including OSIL) and the Transactions are in lieu of all other representations and warranties OTI and its Subsidiaries (including OSIL) might have given OIL.

5. COVENANTS

5.1 Prospectus Exemption

OTI and OIL intend that, and will cooperate to the extent required so that, the issuance of the OTI Common Stock in connection with the Share Exchange will be exempt from registration under the Securities Act by reason of Section 3(a)(10) thereof and from the need to publish a prospectus by reason of Section 15A(a)(3) of the Israel Securities Law, in each case in reliance on the Court Approval. The parties acknowledge that one of the effects of the Section 3(a)(10) exemption is that the resale of shares of OTI Common Stock issued pursuant to this Agreement to and held by Persons who are "affiliates" of OTI or OIL for purposes of Rule 144 under the Securities Act is subject to the restrictions set forth in the Securities Act and the regulations promulgated thereunder.

5.2 OIL Meetings; Court Approval

(a) As promptly as practicable after the execution and delivery of this Agreement, OIL and OSIL shall prepare and submit to the District Court of Tel Aviv–Jaffa (the "**Applicable Court**") a first motion to convene, in the manner and content set forth in the Companies Law and the regulations promulgated pursuant to Sections 350 and 351 of the Companies Law (the "**Arrangement Regulations**") and as shall be ordered by the Applicable Court, shareholders meeting (and, if necessary, creditors' meetings) (together, the "**OIL Meetings**"), for the approval of the terms and conditions of an arrangement among OIL and its shareholders, including the Share Exchange, the Merger and the other Transactions, together with a request to exempt from the need to publish a prospectus by reason of Section 15A(a)(3) of the Israel Securities Law (collectively, the "**Arrangement**"), by a majority in number (per capita) of shareholders (or, if applicable creditors) present, by person or by proxy, representing at least seventy-five percent (75%) of the votes cast in each of the OIL Meetings; provided that, with respect to the OIL Meeting of the OIL shareholders, either (A) the shares voting in favor of such matters include at least a majority of the shares voted by shareholders who are not the OIL Principal Shareholders, or (B) the total number of shares voted against the resolution by the shareholders described in clause (A) does not exceed two percent (2%) of the outstanding OIL Ordinary Shares (or as otherwise ordered by the Applicable Court, the "**Section 350 Voting Approval**"). Such motion shall state, among other things, that the Court Approval would be relied upon by the Parties as an approval of the Share Exchange for the purpose of qualifying the issuance of shares of OTI Common Stock hereunder for the Section 3(a)(10) exemption from the registration requirements of the Securities Act. OIL shall comply with all applicable requirements of the Companies Law, the Arrangement Regulations and as required by the Applicable Court. As promptly as practicable following the approval of the Arrangement by the OIL Shareholders (and, if necessary, OIL's or OSIL's creditors), OIL will submit to the Applicable Court a second motion requesting that the Applicable Court (i) hold a hearing on the fairness of the Arrangement and approve the fairness of the terms and conditions of the Share Exchange, regardless of whether or not any objections to the Arrangement shall have been raised, and (ii) approve the Arrangement and the order of all actions to be taken in accordance therewith (these approvals, when obtained, shall be collectively referred to as the "**Court Approval**"). OIL shall provide notice of the fairness hearing in accordance with the Arrangement Regulations.

(b) OIL shall, and shall use commercially reasonable efforts to cause its Representatives to, perform all activities with respect to the preparation and filing of the motions with respect to the Court Approval and all other documents prepared with respect to the Arrangement. OTI and OSIL shall, and shall use commercially reasonable efforts to cause their Representatives to, assist with all activities with respect to the preparation and filing of the motions with respect to the Court Approval and all other documents prepared with respect to the Arrangement as may be requested by OIL. OTI and OSIL shall promptly provide to OIL all such information concerning their business and financial statements and affairs as reasonably may be required or appropriate for inclusion in any motions to be filed in connection with the Arrangement. Prior to the filing of each such motion with the Applicable Court, OIL shall provide OTI with a reasonable opportunity to review and comment on drafts of the motion (and will consider in good faith the comments thereof), and any and all disclosure regarding OTI and OSIL included therein shall be approved in advance by OTI, such approval not to be unreasonably withheld or delayed.

(c) OIL shall call, notice, convene, hold, conduct and solicit all proxies in connection with the OIL Meetings in compliance with all applicable Law, including the Companies Law, the Arrangement Regulations and the OIL Charter Documents, and, to the extent applicable, file the same with the ISA and TASE (the “***OIL Proxy Statement***”). OIL may adjourn or postpone the OIL Meetings (i) to the extent necessary to ensure that any supplement or amendment to the OIL Proxy Statement that it determines in good faith is required by Law (which determination will not be made until after consultation with OTI) to be provided to the OIL Shareholders (and creditors, if applicable) in advance of the OIL Meetings, (ii) if, as of the time that the OIL Meetings are scheduled, there are insufficient OIL Ordinary Shares (or insufficient principal amount of creditors, if applicable) represented (either in person or proxy) to constitute a quorum necessary to conduct the business of the OIL Meetings, or (iii) if, as of the time that the OIL Meetings are scheduled, adjournment of the OIL Meeting(s) is necessary to enable OIL to solicit additional proxies if there are not sufficient votes in favor of the Section 350 Voting Approval. OIL will include the OIL Recommendation in the OIL Proxy Statement.

(d) To the extent required by the Applicable Court, OSIL shall call, notice, convene, hold, conduct and solicit all proxies in connection with the Arrangement in compliance with all applicable Law, including the Companies Law, the Arrangement Regulations and the OSIL Charter Documents.

5.3 **OTI Stockholder Consent.**

As promptly as practicable after the execution and delivery of this Agreement, in compliance with applicable Law, OTI will, in lieu of calling a meeting of OTI’s stockholders, seek and shall use its reasonable best efforts to obtain an irrevocable written consent, in a form reasonably acceptable to OIL (the “***Stockholder Written Consent***”), to OIL for the purpose of obtaining the OTI Stockholder Approval. As soon as reasonably practicable after the Stockholder Written Consent has been duly executed by OIL, OTI shall mail to all stockholders of record on the record date for the Stockholder Written Consent the OTI Information Statement in accordance with Section 5.10 below, which notice shall comply with applicable Law, including Section 228(e) of the DGCL. OTI will include the OTI Recommendation in the OTI Information Statement.

5.4 **Conduct of OIL Business Pending the Closing.**

During the period starting on the date hereof and until the earlier of (i) the valid termination of this Agreement pursuant to Section 7 and (ii) the Closing (the “***Pre-Closing Period***”), except (i) as otherwise provided in Section 5.4 of the OIL Disclosure Letter, (ii) as expressly provided in this Agreement or the Other Transaction Agreements, or (iii) as required by applicable Law, OIL will, and will cause its Subsidiaries to, conduct its business in all material respects in the ordinary course of business consistent with past practices, and will not, without the prior written consent of OTI, which shall not be unreasonably withheld:

(i) amend or otherwise change the OIL Charter Documents;

(ii) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock, enter any agreement with respect to the voting of its capital stock or purchase or otherwise acquire, directly or indirectly, any OIL Equity Interests (other than dividends payable by a wholly owned OIL Subsidiary to OIL or another wholly owned OIL Subsidiary);

- (iii) issue, grant or undertake to issue any OIL Ordinary Shares or other OIL Equity Interests;
- (iv) reclassify, combine, split or subdivide, directly or indirectly, any OIL Ordinary Shares;
- (v) take any action that would, or would reasonably be expected to, materially impair, prevent or delay the ability of OIL to consummate the Transactions; or
- (vi) agree, in writing or otherwise, to take any of the foregoing actions.

5.5 **Conduct of OTI and OSIL Business Pending the Closing.**

During the Pre-Closing Period, except (i) as otherwise provided in Section 5.5 of the OTI Disclosure Letter, (ii) as expressly provided in this Agreement or the Other Transaction Agreements, or (iii) as required by applicable Law, OTI will, and will cause its Subsidiaries to, conduct their business in all material respects in the ordinary course of business consistent with past practices, and will not, without the prior written consent of OIL, which shall not be unreasonably withheld:

- (a) amend or otherwise change its or OSIL Charter Documents, except as expressly contemplated by this Agreement or the Other Transaction Agreements;
- (b) declare, set aside, make or pay any dividend or other distribution, payable in stock, property or otherwise, with respect to any of its capital stock, enter any agreement with respect to the voting of its capital stock or purchase or otherwise acquire, directly or indirectly, any OTI Equity Interests, other than (i) dividends declared or payable in the ordinary course of business and consistent with its past practices and (ii) dividends payable by a wholly owned OTI Subsidiary to OTI or another wholly owned OTI Subsidiary;
- (c) issue, grant or undertake to issue any OTI Common Stock or other OTI Equity Interests, other than (i) the issuance of OTI Common Stock upon exercise of OTI Options or other Equity-Based Awards and (ii) the grant of OTI Options or other Equity-Based Awards in the ordinary course of business and consistent with its past practices;
- (d) reclassify, combine, split or subdivide, directly or indirectly, any OTI Common Stock;
- (e) take any action that would, or would reasonably be expected to, materially impair, prevent or delay the ability of OTI or OSIL to consummate the Transactions;
- (f) amend the Rights Agreement (or adopt another shareholder rights plan); or
- (g) agree, in writing or otherwise, to take any of the foregoing actions.

5.6 **Efforts; Takeover Statutes.**

(a) Upon the terms and subject to the conditions set forth in this Agreement, each of the Parties agrees to use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate and make effective, as promptly as reasonably practicable, the Transactions, including (i) the obtaining of all necessary actions or nonactions, waivers, consents and approvals from Governmental Authorities and the making of all necessary registrations and filings and the taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Authority, (ii) the obtaining of all Consents identified in Section 3.3 of the OIL Disclosure Letter and Section 4.3 of the OTI Disclosure Letter, and (iii) the execution and delivery of any additional instruments necessary to consummate the Transactions contemplated by, and to fully carry out the purposes of, this Agreement.

(b) In connection with and without limiting the foregoing or the representations and warranties made by the Parties herein, each of the Parties will (i) take all action necessary to ensure that no “fair price,” “moratorium,” “control share acquisition” or other anti-takeover Law (each, a “**Takeover Statute**”) or similar Law is or becomes applicable to the Share Exchange or any of the other Transactions contemplated herein and (ii) if any Takeover Statute or similar Law becomes applicable to the Share Exchange or any of the other Transactions, take all action necessary to ensure that the Share Exchange and the other Transactions may be consummated as promptly as reasonably practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such Law on the Share Exchange and the other Transactions.

5.7 **Public Announcements**.

OTI and OIL will consult with each other before holding any press conferences, analyst calls or other public meetings or discussions, other than any employee communications. Each of the Parties will provide each other the opportunity to review and comment upon any press release or other public announcement or statement with respect to the Transactions, and will not issue any such press release or other public announcement or statement prior to such consultation, except as may be required by applicable Law, court process or by obligations pursuant to any stock exchange listing rules; provided that, the Party intending to make such release will use its commercially reasonable efforts consistent with applicable Law to consult with the other party with respect to the text thereof. The Parties agree that the initial press release or releases to be issued with respect to the Transactions will be mutually agreed upon prior to the issuance thereof. The covenants in this Section will not apply to any communication regarding any action which a Party believes is a breach of this Agreement by another Party or the termination of this Agreement.

5.8 **Notification of Certain Matters**.

During the Pre-Closing Period, each of OTI, on behalf of itself and OSIL, and OIL will give prompt written notice to the other of (i) any notice or other communication from any Person alleging that the Consent of such Person is or may be required to consummate the Transactions, (ii) any Action commenced or threatened in writing against, relating to or involving or otherwise affecting it or any of its Subsidiaries that relate to the consummation of the Transactions, the occurrence or failure to occur, or the impending or threatened occurrence or failure to occur, of any event or circumstance which occurrence or failure to occur would reasonably be expected to cause any of its representations or warranties in this Agreement or the Other Transaction Agreements to be untrue or inaccurate in any material respect at any time from the date hereof through the Effective Time, and (iii) the occurrence or failure to occur, or the impending or alleged threatened occurrence or failure to occur, of any event or circumstance which occurrence or failure to occur would reasonably be expected to cause any condition, covenant or agreement contained in this Agreement or the Other Transaction Agreements to fail to be complied with or satisfied; provided, that the delivery of any notice pursuant to this Section will not limit or otherwise affect the remedies available to the Party receiving such notice.

5.9 **Access**.

(a) OIL will, and will cause the OIL Subsidiaries to, afford to OTI reasonable access, during normal business hours, to all of OIL’s properties, books, contracts, commitments, management and other personnel, and records and all other information concerning their business, properties and personnel as OTI may reasonably request (including consultation with appropriate OIL Representatives with respect to litigation matters). Notwithstanding the foregoing, OIL will not be required to provide access to or disclose information where it reasonably determines that such access or disclosure would jeopardize the attorney-client privilege or contravene any Law or any agreement to which it is a party; provided, that OIL will use its reasonable best efforts to obtain any required consents and take such other action (such as the entry into a joint defense agreement or other arrangement to avoid loss of attorney-client privilege) to permit such access or disclosure.

(b) OTI will, and will cause the OTI Subsidiaries to, afford to OIL reasonable access, during normal business hours, to all of OTI's properties, books, contracts, commitments, management and other personnel, and records and all other information concerning their business, properties and personnel as OIL may reasonably request (including consultation with appropriate OTI Representatives with respect to litigation matters). Notwithstanding the foregoing, OTI will not be required to provide access to or disclose information where it reasonably determines that such access or disclosure would jeopardize the attorney-client privilege or contravene any Law or any agreement to which it is a party; provided, that OTI will use its reasonable best efforts to obtain any required consents and take such other action (such as the entry into a joint defense agreement or other arrangement to avoid loss of attorney-client privilege) to permit such access or disclosure.

(c) No investigation pursuant to this Section will affect the representations, warranties or conditions to the obligations of the Parties contained herein.

5.10 Preparation of SEC and ISA Filings.

(a) As soon as practicable following the date of this Agreement, (i) OTI will prepare and file with the Commission in preliminary form an information statement relating to the OTI Stockholder Approval (such information statement, together with any amendments thereof or supplements thereto, the "**OTI Information Statement**") and, following consultation with OIL and its Representatives, promptly respond to any comments or other written communication from the Commission with respect to the OTI Information Statement, (ii) OIL will prepare and file with the ISA the OIL Proxy Statement relating to the applicable OIL Meetings and, following consultation with OTI and its Representatives, promptly respond to any comments or other written communication from the ISA with respect to the OIL Proxy Statement, and (iii) the Parties will file such other documents with the Commission or the ISA or applicable state securities regulators as may be necessary or appropriate in connection with the Transactions. Each of OIL and OTI will also take any action required to be taken under any applicable corporate and securities Laws in connection with the Transactions.

(b) OIL will furnish all information concerning OIL as may be reasonably requested in connection with any such action and the preparation, filing and distribution of the OTI Information Statement. OTI will furnish all information concerning OTI as may be reasonably requested in connection with any such action and the preparation, filing and distribution of the OIL Proxy Statement. If at any time prior to the Effective Time any information relating to OTI, OSIL, OIL or any of their respective Affiliates, officers or directors should be discovered by OTI or OIL which should be set forth in an amendment or supplement to the OTI Information Statement or the OIL Proxy Statement, as the case may be, so that any such document would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Party which discovers such information will promptly notify the other Parties and an appropriate amendment or supplement describing such information will be promptly filed with the Commission or the ISA, as applicable, and, to the extent required by applicable Law, disseminated to the applicable stockholders. Each Party will notify the other Parties promptly of the receipt of any comments from the Commission or the ISA, as applicable, and of any request by the Commission or the ISA for amendments or supplements to the OTI Information Statement or the OIL Proxy Statement, as applicable.

5.11 Change of Recommendation by OIL.

(a) Subject to Section 5.11(b), the OIL Recommendation shall not be withdrawn or modified in a manner that adversely affects the Transactions contemplated by this Agreement, and no resolution by the board of directors of OIL or any committee thereof (including the OIL Special Committee) to withdraw or modify the OIL Recommendation in a manner that adversely affects the transactions contemplated by this Agreement shall be adopted or proposed.

(b) Notwithstanding anything to the contrary contained in Section 5.11(a), at any time prior to obtaining the Section 350 Voting Approval and solely in response to an OIL Intervening Event, the OIL Recommendation may be withdrawn or modified in a manner that adversely affects the transactions contemplated by this Agreement if the board of directors of OIL or a duly constituted committee thereof (including the OIL Special Committee) determines in good faith, after consultation with its financial advisors and legal counsel, that the failure to take such action would reasonably be expected to be inconsistent with the fiduciary obligations of the board of directors of OIL or such committee under applicable Law.

(c) Nothing contained in this Section 5.11 will prohibit OIL from making any disclosure to the OIL Shareholders if, in the good faith judgment of the board of directors of OIL after consulting with outside legal counsel, failure so to disclose would be inconsistent with its obligations under applicable Law; provided, however, that this Section 5.11(c) will not eliminate or modify (x) OIL's obligations under this Section 5.11 or (y) the effect that taking and disclosing any such position would otherwise have under this Agreement pursuant to Section 7.1 (c)(iii).

(e) “ ***OIL Intervening Event*** ” shall mean a material event or development relating to the business or assets of OIL and the OIL Subsidiaries (including OTI) that is (i) not Known to the board of directors of OIL as of the date of this Agreement and (ii) becomes Known to or by the board of directors of OIL prior to obtaining the Section 350 Voting Approval.

5.12 **Change of Recommendation by OTI.**

(a) Subject to Section 5.12(b), the OTI Recommendation shall not be withdrawn or modified in a manner that adversely affects the Transactions contemplated by this Agreement, and no resolution by the board of directors of OTI or any committee thereof (including the OTI Special Committee) to withdraw or modify the OTI Recommendation in a manner that adversely affects the transactions contemplated by this Agreement shall be adopted or proposed.

(b) Notwithstanding anything to the contrary contained in Section 5.12(a), at any time prior to obtaining the OTI Stockholder Approval and solely in response to an OTI Intervening Event, the OTI Recommendation may be withdrawn or modified in a manner that adversely affects the transactions contemplated by this Agreement if the board of directors of OTI or a duly constituted committee thereof (including the OTI Special Committee) determines in good faith, after consultation with its financial advisors and legal counsel, that the failure to take such action would reasonably be expected to be inconsistent with the fiduciary obligations of the board of directors of OTI or such committee under applicable Law.

(c) Nothing contained in this Section 5.12 will prohibit OTI from making any disclosure to the OTI Stockholders if, in the good faith judgment of the board of directors of OTI after consulting with outside legal counsel, failure so to disclose would be inconsistent with its obligations under applicable Law; provided, however, that this Section 5.12(c) will not eliminate or modify (x) OTI's obligations under this Section 5.12 or (y) the effect that taking and disclosing any such position would otherwise have under this Agreement pursuant to Section 7.1 (d)(iii).

(d) “ ***OTI Intervening Event*** ” shall mean a material event or development relating to the business or assets of OTI and the OTI Subsidiaries that is (i) not Known to the board of directors of OTI as of the date of this Agreement and (ii) becomes Known to or by the board of directors of OTI prior to obtaining the OTI Stockholder Approval.

5.13 **NYSE Listing.**

(a) OTI will use its commercially reasonable efforts to cause the shares of OTI Common Stock to be issued in connection with the Share Exchange to be listed on the NYSE as of the Effective Time, subject to official notice of issuance.

(b) OIL will use its commercially reasonable efforts to take such actions prior to the Closing Date to enable the delisting by OTI of the OIL Ordinary Shares from the TASE as practicable promptly after the Closing Date.

5.14 **Transaction Litigation.**

The Parties will cooperate and consult with one another, to the fullest extent possible, in connection with any stockholder litigation against any of them or any of their respective directors or officers with respect to the Transactions and will permit the other Party to participate in the defense or settlement of any such litigation. In furtherance of and without in any way limiting the foregoing, each of the Parties will use its respective reasonable best efforts consistent with the respective fiduciary duties of each Parties' board of directors to defend such litigation so as to permit the consummation of the Transactions in the manner contemplated by this Agreement. Notwithstanding the foregoing, either Party agrees that it will not compromise or settle any litigation commenced against it or its directors or officers relating to this Agreement or the Transactions (including the Share Exchange and/or the Merger), unless any such compromise or settlement includes a full release of the other Party and its Subsidiaries, without the other Party's prior written consent, which consent will not be unreasonably withheld, delayed or conditioned.

5.15 **Indemnification, Exculpation and Insurance.**

(a) OTI, for a period of seven years after the Effective Time, will, (i) to the fullest extent permitted by applicable Law, cause the Charter Documents of the Surviving Company to contain provisions no less favorable to each individual who at the Effective Time is, or at any time prior to the Effective Time was, a director or officer of OIL (each an "Indemnitee" and, collectively, the "Indemnitees") with respect to limitation of Liabilities of directors and officers and indemnification than are set forth as of the date of this Agreement in the Charter Documents of OIL, which provisions may not be amended, repealed or otherwise modified in a manner that would adversely affect the rights thereunder of the Indemnitees, and (ii) fulfill and honor in all respects the obligations of OIL pursuant to and to the extent of any indemnification agreements between OIL and the Indemnitees as of immediately prior to the Effective Time and, without derogating from the foregoing, fulfill and honor such indemnity agreements in a manner not less favorable (including in terms of limitations of liabilities imposed by OIL) than such agreements had immediately prior to (and without giving effect to) the Effective Time.

(b) Prior to the Effective Time, OIL may obtain as of the Effective Time and pay for in full a prepaid "tail" insurance policy, with a claims period of at least seven years from the Effective Time with respect to directors' and officers' liability insurance in amount and scope at least as favorable as OIL's existing insurance policies for claims arising from facts or events that occurred prior to the Effective Time (including matters, acts or omissions occurring in connection with the approval of or entering into this Agreement or the consummation of the Transactions); provided that OIL shall not pay a premium of more than \$950,000.

(c) In the event that OTI, the Surviving Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving company or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision will be made so that the successors and assigns of OTI and the Surviving Company will assume all of the obligations of set forth in this Section 5.15.

(d) The provisions of this Section 5.15 are (i) intended to be for the benefit of, and shall be enforceable by, each Indemnitee, his or her heirs and his or her representatives and (ii) in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by contract or otherwise. The obligations of OTI and the Surviving Company under this Section 5.15 may not be terminated or modified in such a manner as to adversely affect the rights of any Indemnitee to whom this Section 5.15 applies unless the affected Indemnitee has consented in writing to such termination or modification (it being expressly agreed that the Indemnitees to whom this Section 5.15 applies will be third party beneficiaries of this Section 5.15).

5.16 **Tax Matters.**

(a) This Agreement is intended to constitute a “plan of reorganization” within the meaning of Treasury Regulations Section 1.368-2 (g). The Parties intend that the Share Exchange, the Merger and the other Transactions qualify as a “reorganization” within the meaning of Section 368(a) of the Code and the Treasury Regulations and will report it as such for all U.S. and local income tax purposes. None of the Parties will take any action or fail to take any action (including by way of failing to make appropriate tax elections) which action or failure would cause the Share Exchange, the Merger or the other Transactions to fail to qualify as a “reorganization” within the meaning of Section 368(a) of the Code and the Treasury Regulations. Each of OTI, OSIL and OIL agrees to cooperate with one another and to provide to the other Parties such information and documentation as may be necessary, proper or advisable, to cause the Share Exchange, the Merger and the other Transactions to qualify as a “reorganization” within the meaning of Section 368(a) of the Code and the Treasury Regulations and comply with the Israeli Tax Ruling.

(b) Subject to the terms and conditions hereof, each of the Parties shall use reasonable commercial efforts to promptly take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to obtain and maintain the Israeli Tax Ruling in full force and effect.

5.17 **Affiliate Agreements.**

By way of execution of this Agreement, each of the Parties agrees that, subject to and effective as of the Closing, the Contracts listed in Section 5.17 of the OTI Disclosure Letter shall be terminated and be of no further force and effect.

5.18 **Section 16 Matters.**

Prior to the Effective Time, OTI shall take all such steps as may be required (to the extent permitted under applicable Law) to cause any dispositions or acquisitions of OTI Common Stock (including derivative securities with respect thereto) resulting from the transactions contemplated by Section 1 of this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to OTI to be exempt under Rule 16b-3 promulgated under the Exchange Act.

6. **CONDITIONS PRECEDENTS**

6.1 **Joint Conditions .**

The respective obligation of OTI, OSIL and OIL to effect the Share Exchange and the other Transactions contemplated hereunder is subject to the satisfaction at or prior to the Effective Time or waiver by all Parties (to the extent permitted by Law) of the following conditions:

- (a) (i) there shall be no Law in effect that makes consummation of the Transactions illegal or otherwise prohibited and (ii) no Governmental Authority having competent jurisdiction shall have issued an Order or taken any other action restraining, enjoining or otherwise prohibiting any of the Transactions;
- (b) the Section 350 Voting Approval and Court Approval shall have been obtained;

(c) the OTI Stockholder Approval shall have been obtained;

(d) the Israeli Tax Ruling shall have been obtained and maintained in full force and effect, other than immaterial modifications on terms reasonably satisfactory to the Parties, each in its sole discretion;

(e) the OTI Common Stock to be issued in the Share Exchange shall have been authorized for listing on the NYSE, subject to notice of official issuance; and

(f) The OIL Shareholders Voting Agreements are in full force and effect, in accordance with their terms.

6.2 Conditions to the Obligation of OIL.

The obligation of OIL to effect the Share Exchange and the other Transactions contemplated hereunder is subject to the satisfaction at or prior to the Effective Time of each of the following conditions (each of which is for the exclusive benefit of OIL and may be waived by OIL to the extent permitted by applicable Law):

(a) all covenants of OTI and OSIL under this Agreement and the Other Transaction Agreements to be performed on or before the Closing shall have been duly performed by OTI and OSIL, as applicable, in all material respects;

(b) (i) the representations and warranties of OTI and OSIL in Section 4.4 shall be true and correct in all respects as of the Closing Date with the same effect as if made on the Closing Date, and (ii) all the other representations and warranties of OTI and OSIL in this Agreement, which for purposes of this paragraph will be read as though none of them contain any materiality, OTI MAE or similar qualifications, shall be true and correct in all respects as of the Closing with the same effect as though made as of the Closing (except that any representation and warranty made as of a date other than the date of this Agreement will be true and correct as of the specified date), except where the failure of the representations and warranties to be true and correct in all respects would not in the aggregate be reasonably expected to result in an OTI MAE;

(c) OIL shall have received a certificate of OTI addressed to OIL and dated as of the Closing Date, signed on behalf of OTI by an officer of OTI (on OTI's behalf and without personal liability), confirming the matters set forth in Section 6.2(a) and Section 6.2(b); and

(d) Since the date of this Agreement, there shall have been no circumstance, change, development, condition or event that, individually or in the aggregate, has had or would reasonably be likely to have an OTI MAE.

6.3 Conditions to the Obligation of OTI.

The obligation of OTI to effect the Share Exchange and the other Transactions contemplated hereunder is subject to the satisfaction at or prior to the Effective Time of each of the following conditions (each of which is for the exclusive benefit of OTI and may be waived by OTI, to the extent permitted by applicable Law):

(a) all covenants of OIL under this Agreement and the Other Transaction Agreements to be performed on or before the Closing Date shall have been duly performed by OIL in all material respects;

(b) (i) the representations and warranties of OIL in Section 3.5 shall be true and correct in all respects as of the Closing Date with the same effect as if made on the Closing Date, and (ii) all the other representations and warranties of OIL in this Agreement, which for purposes of this clause (ii) will be read as though none of them contain any materiality, OIL MAE or similar qualifications, shall be true and correct in all respects as of the Closing Date with the same effect as though made as of the Closing Date (except that any representation and warranty made as of a date other than the date of this Agreement will be true and correct in all respects as of the specified date), except where the failure of the representations and warranties to be true and correct in all respects would not, in the aggregate result in an OIL MAE

(c) OTI shall have received a certificate of OIL addressed to OTI, and dated as of the Closing Date, signed on behalf of OIL by an officer of OIL (on OIL's behalf and without personal liability), confirming the matters set forth in Section 6.3(a) and Section 6.3(b); and

(d) Since the date of this Agreement, there shall have been no circumstance, change, development, condition or event that, individually or in the aggregate, has had or would reasonably be likely to have an OIL MAE.

6.4 **Frustration of Closing Conditions.**

None of the Parties will be entitled to rely on the failure of any condition set forth herein to be satisfied if such failure was primarily due to the failure of any such Party to perform its obligations under this Agreement.

7. **TERMINATION AND ABANDONMENT**

7.1 **Basis for Termination.**

This Agreement may be terminated and the Transactions abandoned at any time prior to the Closing Date, as follows:

(a) by mutual written consent of OTI and OIL;

(b) by either OTI or OIL:

(i) if the OTI Stockholder Approval is not obtained by 11:59 p.m. (IL time) on December 31, 2014 or the Section 350 Voting Approval (solely with respect to OSIL creditors, if applicable) is not obtained; provided, however, that the right to terminate this Agreement under this clause shall not be available to OTI where the action or failure to act of OTI has been a principal cause of or resulted in the failure to obtain the OTI Stockholder Approval or to obtain the Section 350 Voting Approval (solely with respect to OSIL creditors, if applicable) and such action or failure to act constitutes a material breach by OTI or OSIL of this Agreement;

(ii) if (A) the Section 350 Voting Approval (OIL shareholders and, if applicable, creditors) is not obtained or (B) the Section 350 Voting Approval (solely of OIL shareholders) is not obtained until 11:59 p.m. (IL time) on December 31, 2014; provided, however, that the right to terminate this Agreement under this clause shall not be available to OIL where the action or failure to act of OIL has been a principal cause of or resulted in the failure to obtain the Section 350 Voting Approval and such action or failure to act constitutes a material breach by OIL of this Agreement;

(iii) if the Closing does not occur on or prior to March 31, 2015; provided, however, that the right to terminate this Agreement pursuant to this clause shall not be available to any party whose action or failure to act has been a principal cause of or resulted in the failure of the Share Exchange to be consummated by such time and such action or failure to act constitutes a material breach of this Agreement; or

(vi) if (A) there is any Law that makes consummation of the Transactions illegal or otherwise prohibited or (B) any Governmental Authority having competent jurisdiction has issued an Order or taken any other action (which the terminating Party must have complied with its obligations hereunder to resist, resolve or lift) permanently restraining, enjoining or otherwise prohibiting any material component of the Transactions, and such Order or other action becomes final and non-appealable.

(c) by OTI:

(i) if OIL materially breaches any of its representations and warranties or covenants and agreements contained in this Agreement, which breach cannot be or has not been cured within 30 days after the giving of written notice to OIL of such breach; it being understood that any breach of Section 5.11 of this Agreement will be deemed a material breach of this Agreement; provided however that OTI may not terminate this Agreement pursuant to this clause if it shall have materially breached this Agreement;

(ii) if any condition set forth in Section 6.1 or Section 6.3 becomes incapable of fulfillment, and has not been waived by OTI to the extent waivable under applicable Law; provided, however, that in no event may OTI terminate this Agreement if a condition set forth in Section 6.1 becomes incapable of fulfillment due to a material breach by OTI of any of its representations, warranties or covenants set forth in this Agreement; or

(iii) if the OIL Special Committee or board of directors (A) withdraws, or modifies in a manner adverse to OTI or OSIL or publicly proposes to withdraw or modify in a manner adverse to OTI or OSIL, its recommendation of this Agreement or any of the Transactions, (B) fails to recommend, or continue to recommend (or reaffirm (publicly, if so requested) within ten (10) Business Days after OTI delivers to OIL a request in writing that such recommendation be reaffirmed), that the OIL Shareholders give the Section 350 Voting Approval, or (C) if OIL shall have failed to include the OIL Recommendation in the OIL Proxy Statement.

(d) by OIL:

(i) if OTI or OSIL materially breaches any of its representations and warranties or covenants and agreements contained in this Agreement, which breach cannot be or has not been cured within 30 days after the giving of written notice to OTI of such breach; it being understood that any breach of Section 5.12 of this Agreement will be deemed a material breach of this Agreement; provided however that OIL may not terminate this Agreement pursuant to this clause if it shall have materially breached this Agreement;

(ii) if any condition set forth in Section 6.1 or Section 6.2 become incapable of fulfillment, and has not been waived by OIL to the extent waivable under applicable Law, provided, however, that in no event may OIL terminate this Agreement if a condition set forth in Section 6.1 becomes incapable of fulfillment due to a material breach by OIL of any of its representations, warranties or covenants set forth in this Agreement; or

(iii) if the OTI Special Committee (A) withdraws, or modifies in a manner adverse to OIL or publicly proposes to withdraw or modify in a manner adverse to OIL, its recommendation of this Agreement or any of the Transactions, (B) fails to recommend, or continue to recommend (or reaffirm (publicly, if so requested) within ten (10) Business Days after OIL delivers to OTI a request in writing that such recommendation be reaffirmed), that the OTI Stockholders give the OTI Stockholder Approval, or (C) if OTI shall have failed to include the OTI Recommendation in the OTI Information Statement.

7.2 **Effect of Termination.**

(a) If this Agreement is terminated, the Transactions will terminate without further action by any Party, this Agreement will become void and of no further force and effect, except for the provisions of this Section 7.2 and Article VIII (other than Section 8.12, which will terminate with the other provisions of this Agreement except as specifically provided herein) containing general provisions. Nothing in this Article VII will be deemed to release any Party from any Liability resulting from any fraud or willful and intentional breach by such Party of any of its representations, warranties or covenants herein, or to impair the right of any Party to compel specific performance by another Party of its obligations under this Agreement (whether or not the breach was willful and intentional) that specifically survive such termination as set forth in the immediately preceding sentence.

8. MISCELLANEOUS

8.1 *Nonsurvival of Representations, Warranties and Agreements.*

None of the representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time. This Section 8.1 shall not limit (i) any covenant or agreement which by its terms contemplates performance after the Effective Time or (ii) any representations and warranties, covenants or agreements contained in the Other Transaction Agreements which by their terms contemplate survival or performance after the Effective Time.

8.2 *Expenses.*

Except as otherwise provided in this Agreement or any of the Other Transaction Agreements, all fees and expenses incurred in connection with the Transactions will be paid by the Party incurring such fees or expenses.

8.3 *Entire Agreement.*

This Agreement and the Other Transaction Agreements, including any related annexes, schedules and exhibits, as well as any other agreements and documents referred to herein and therein, will together constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and will supersede all prior negotiations, agreements and understandings of the Parties of any nature, whether oral or written, with respect to such subject matter, which is hereby terminated and of no further force or effect. If there is a conflict between any provision of this Agreement and a provision of the Other Transaction Agreements, the provision of this Agreement will control unless specifically provided otherwise in this Agreement.

8.4 *Governing Law; Jurisdiction; Waiver of Jury Trial.*

(a) The validity, interpretation and enforcement of this Agreement will be governed by the Laws of the State of Delaware, without regard to the conflict of law principles thereof that would result in the application of the Laws of another jurisdiction; provided, however, that (i) matters involving the internal corporate affairs of OIL or OSIL shall be governed by the laws of the State of Israel and (ii) provisions relating to the Court Approval or the Merger that are required under Israeli law to be governed by Israeli law will be so governed.

(b) By execution and delivery of this Agreement, each Party irrevocably (i) submits and consents to the personal jurisdiction of the state and federal courts of the State of Delaware for itself and in respect of its property in the event that any dispute arises out of this Agreement or any of the Transactions, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iii) agrees that it will not bring any action relating to this Agreement or any of the Transactions in any other court. Each of the Parties irrevocably and unconditionally waives (and agrees not to plead or claim) any objection to the laying of venue of any dispute arising out of this Agreement or any of the Transactions in the state and federal courts of the State of Delaware, or that any such dispute brought in any such court has been brought in an inconvenient or improper forum. The Parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.4(c).

8.5 Notices.

All notices, requests, permissions, waivers and other communications hereunder will be in writing and will be deemed to have been duly given (a) five Business Days following sending by registered or certified mail, postage prepaid, (b) when sent, if sent by facsimile or email, provided that the facsimile or email transmission is promptly confirmed by telephone, (c) when delivered, if delivered personally to the intended recipient, and (d) one Business Day following sending by overnight delivery via a national courier service and, in each case, addressed to a Party at the following address for such Party:

(a) If to OTI or OSIL:

Ormat Technologies, Inc.
6225 Neil Road
Reno, NV 89511-1136
Attn: Isaac Angel
Facsimile: +1 (775) 356-9039

with required copies to (which will not constitute notice):

Chadbourne & Parke LLP
1200 New Hampshire Avenue N.W.
Washington, DC 20036
Attn: Noam Ayali, Esq.
Facsimile: +1 (202) 974-5602
Email: NAYali@chadbourne.com

Chadbourne & Parke LLP
1301 Avenue of the Americas
New York, NY 10019-6022
Attn: Charles E. Hord, Esq.
Facsimile: +1 (212) 541-5369
Email: CHord@chadbourne.com

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn: William Aaronson, Esq.
Facsimile: 212-701-5397
E-mail: william.aaronson@davispolk.com

(b) If to OIL:

Ormat Industries Ltd.
New Industrial Zone
P.O. Box 68
Yavne, Israel 81100
Attn: CEO
Facsimile: +972 (08) 943-9901

with required copies to (which will not constitute notice):

Goldfarb Seligman & Co.
98 Yigal Alon Street
Electra Tower, Tel Aviv 67891
Israel
Attn: Gabriel Hake, Adv.
 Ido G. Zemach, Adv
 Tamar Luz, Adv.
Facsimile: +972-3-608-9909
Email: Gabi.Hake@goldfarb.com; Ido.Zemach@goldfarb.com; Tamar.Luz@goldfarb.com

or to such other address(es) as will be furnished in writing by any such Party to the other Party in accordance with the provisions of this Section 8.5.

8.6 **Amendments and Waivers.**

(a) This Agreement may be amended and any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding upon a Party only if such amendment or waiver is set forth in a writing executed by such Party and, in the case of OTI, with the approval of or by the OTI Special Committee). No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.

(b) No delay or failure in exercising any right, power or remedy hereunder will affect or operate as a waiver thereof; nor will any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or remedy preclude any further exercise thereof or of any other right, power or remedy. The rights and remedies hereunder are cumulative and not exclusive of any rights or remedies that any Party would otherwise have. Any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement or any such waiver of any provision of this Agreement must satisfy the conditions set forth in Section 8.6(a) and will be effective only to the extent in such writing specifically set forth.

8.7 **No Third-Party Beneficiaries.**

This Agreement is solely for the benefit of the Parties and does not confer on third parties any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to this Agreement. Notwithstanding the foregoing, the Indemnitees are intended to be conferred with the rights and remedies set forth in 5.15 and will be express third party beneficiaries of Section 5.15.

8.8 Assignability.

No Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Parties. Except as provided in the preceding sentence, any attempted assignment or delegation will be void.

8.9 Construction.

The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. Whenever required by the context, any pronoun used in this Agreement, the OTI Disclosure Letter or OIL Disclosure Letter will include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns, and verbs will include the plural and vice versa. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. The use of the words “include” or “including” in this Agreement or the OTI Disclosure Letter or OIL Disclosure Letter will be by way of example rather than by limitation. The use of the words “or,” “either” or “any” will not be exclusive. The use of the words “deliver,” “furnish,” “made available” or “provide” will mean that, with respect to either Party, as the context requires, or its respective Representatives, that such documents or information referenced shall have been delivered to the other Party or its Representatives at least one Business Day prior to the date of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement and the Other Transaction Agreements. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Except as otherwise expressly provided elsewhere in this Agreement or any Other Transaction Agreement, any provision herein which contemplates the agreement, approval or consent of, or exercise of any right of, a Party, such Party may give or withhold such agreement, approval or consent, or exercise such right, in its sole and absolute discretion, the Parties hereby expressly disclaiming any implied duty of good faith and fair dealing or similar concept.

8.10 Severability.

The Parties agree that (a) the provisions of this Agreement will be severable in the event that for any reason whatsoever any of the provisions hereof are invalid, void or otherwise unenforceable, (b) any such invalid, void or otherwise unenforceable provisions will be replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable, and (c) the remaining provisions will remain valid and enforceable to the fullest extent permitted by applicable Law.

8.11 Counterparts.

This Agreement may be executed in multiple counterparts (any one of which need not contain the signatures of more than one Party), each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Agreement, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, will be treated in all manner and respects as an original agreement and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party, the other Party will re-execute original forms thereof and deliver them to the requesting Party. No Party will raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or other electronic means as a defense to the formation of a Contract and each such Party forever waives any such defense.

8.12 Specific Performance.

The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties will be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at Law or in equity.

8.13 Disclosure Letters.

There may be included in the OTI Disclosure Letter and/or the OIL Disclosure Letter items and information that are not “material,” and such inclusion will not be deemed to be an acknowledgment or agreement that any such item or information (or any non-disclosed item or information of comparable or greater significance) is “material,” or to affect the interpretation of such term for purposes of this Agreement. Matters reflected in the OTI Disclosure Letter and the OIL Disclosure Letter are not necessarily limited to matters required by this Agreement to be disclosed therein. The OTI Disclosure Letter and the OIL Disclosure Letter set forth items of disclosure with specific reference to the particular Section or subsection of this Agreement to which the information in the OTI Disclosure Letter and the OIL Disclosure Letter, as applicable, relates; provided, however, that any information set forth in one Section of such disclosure letter will be deemed to apply to each other Section or subsection thereof to which its relevance is reasonably apparent on its face.

9. DEFINITIONS

For purposes of this Agreement, the following terms, when utilized in a capitalized form, will have the following meanings:

“ **Action** ” means any claim, action, suit, counter suit, hearing, written complaint or demand, litigation or proceeding of any nature whether administrative, civil, criminal, regulatory or otherwise, by or before any federal, state, local, foreign or international Governmental Authority or any arbitration or mediation tribunal.

“ **Affiliate** ” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made; provided, however, that neither OTI nor its controlled Affiliates (including OSIL) will be deemed to be an Affiliate of OIL for any purpose hereunder. For purposes of this definition, the term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise.

“ **Agreement** ” has the meaning set forth in the preamble to this Agreement.

“ **Applicable Court** ” has the meaning set forth in Section 5.2(a).

“ **Arrangement** ” has the meaning set forth in Section 5.2(a).

“ **Arrangement Regulations** ” has the meaning set forth in Section 5.2(a).

“ **Assets** ” means assets, properties and rights (including goodwill), wherever located (including in the possession of vendors or other third-parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person.

“ **Business Day** ” means any day that is not a Friday, Saturday, Sunday or other day that is a statutory holiday under the federal Laws of the United States or the laws of the State of Israel.

" **Charter Documents** " means memorandum of association, articles of association, certificate of incorporation, by-laws or such other organizational documents of the applicable Person.

" **Closing** " has the meaning set forth in Section 1.1.

" **Closing Date** " has the meaning set forth in Section 1.1.

" **Code** " means the Internal Revenue Code of 1986 (or any successor statute), as amended from time to time, and the Treasury Regulations promulgated thereunder.

" **Commission** " means the Securities and Exchange Commission.

" **Companies Law** " means the Israel Companies Law, 5759-1999, as amended.

" **Consents** " means any consents, waivers or approvals from, or notification requirements to, or authorizations by, any third parties.

" **Contracts** " means any contract, agreement, lease, license, sales order, purchase order, instrument or other commitment, whether written or oral, that is binding on any Person or any part of its property.

" **Court Approval** " has the meaning set forth in Section 5.2(a).

" **DGCL** " means the General Corporation Law of the State of Delaware, as amended.

" **Effective Time** " has the meaning set forth in Section 1.1.

" **Enforceability Exception** " has the meaning set forth in Section 3.2.

" **Equity-Based Awards** " has the meaning set forth in Section 4.4.

" **Exchange Act** " means the Securities Exchange Act of 1934, as amended.

" **Exchange Agent** " has the meaning set forth in Section 1.3.

" **Exchange Fund** " has the meaning set forth in Section 1.3.

" **Exchange Ratio** " means 0.2592 shares of OTI Common Stock for each one (1) OIL Ordinary Share.

" **GAAP** " means United States generally accepted accounting principles, as consistently applied by OTI, in the preparation of its consolidated financial statements.

" **Governmental Approvals** " means any notices, reports or other filings to be made, or any Consents, registrations, permits or authorizations to be obtained from, any Governmental Authority.

" **Governmental Authority** " means any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official or other regulatory, administrative or governmental authority or self-regulatory organization.

" **IFRS** " means International Financial Reporting Standards, as consistently applied by OIL, in the preparation of its consolidated financial statements.

" **Indemnitees** " has the meaning set forth in Section 5.15(a).

" **IRS** " means the Internal Revenue Service.

" **ISA** " means the Israel Securities Authority.

" **Israel Securities Law** " means the Israel Securities Law, 5728-1968.

" **Israeli Tax Ruling** " has the meaning set forth in the preamble to this Agreement.

" **ITA** " means the Israel Tax Authority.

" **Known**" or " **Knowledge** " means, in the case of OIL, the actual knowledge following reasonable inquiry of the persons listed in Section 9.1 of the OIL Disclosure Letter as of the date of the representation, and, in the case of OTI, the actual knowledge following reasonable inquiry of the persons listed in Section 9.1 of the OTI Disclosure Letter as of the date of the representation.

" **Law** " means any statute, law, ordinance, regulation (including, where applicable, stock exchange rules), rule, code or other requirement of, or Order issued by, a Governmental Authority.

" **Liabilities** " means all debts, liabilities, guarantees, assurances, commitments and obligations, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising (including whether arising out of any Contract or tort based on negligence, strict liability or relating to Taxes payable by a Person in connection with compensatory payments to employees or independent contractors).

" **Measurement Date** " has the meaning set forth in Section 4.4.

" **Merger**" has the meaning set forth in the preamble to this Agreement.

" **Merger Closing** " has the meaning set forth in Section 2.1(a).

" **Merger Closing Date** " has the meaning set forth in Section 2.1(a).

" **Merger Effective Time** " has the meaning set forth in Section 2.1(a).

" **NYSE** " means the New York Stock Exchange.

" **OIL** " has the meaning set forth in the preamble to this Agreement.

" **OIL Disclosure Letter** " means the disclosure letter delivered by OIL to OTI immediately prior to the execution of this Agreement.

" **OIL Equity Interests** " has the meaning set forth in Section 3.4(a).

" **OIL Financial Statements** " has the meaning set forth in Section 3.9(b).

" **OIL ISA Filings** " has the meaning set forth in Section 2.09(a).

" **OIL MAE** " means any circumstance, change, development, condition or event that (a) with respect to OIL would or is reasonably likely to have, individually or in the aggregate, a material adverse effect on the Assets, business, financial condition or results of operations of OIL and its Subsidiaries, taken as a whole, or (b) materially impairs, prevents or delays the ability of OIL to consummate the Share Exchange, the Merger and the other Transactions to be performed or consummated by OIL pursuant to this Agreement; provided, however, that any effect resulting or arising from or relating to an OTI MAE will not be considered when determining whether an OIL MAE has occurred or would reasonably be expected to occur.

" **OIL Meetings** " has the meaning set forth in Section 5.2(a).

“ **OIL Ordinary Shares** ” has the meaning set forth in Section 3.4(a).

“ **OIL Shareholders** ” means the holders of OIL Ordinary Shares.

“ **OIL Subsidiary(ies)** ” or “ **OIL and its Subsidiaries** ” means each Subsidiary of OIL, other than OTI and its Subsidiaries.

“ **Order** ” means any orders, judgments, injunctions, awards, decrees, writs or other legally enforceable requirement handed down, adopted or imposed by, including any consent decree, settlement agreement or similar written agreement with, any Governmental Authority.

“ **Ordinance** ” means the Israel Tax Ordinance [New Version], 5721-1961, as amended.

“ **OSIL** ” has the meaning set forth in the preamble to this Agreement.

“ **OSIL Consideration** ” means fully paid and nonassessable OSIL Ordinary Shares in a number to agreed to between OTI and OSIL following the date hereof and prior to the Merger Effective Time.

“ **Other Transaction Agreements** ” means the OIL Shareholders Undertaking Agreement and the OIL Voting Agreement.

“ **OTI** ” has the meaning set forth in the preamble to this Agreement.

“ **OTI Common Stock** ” has the meaning set forth in Section 4.4.

“ **OTI Disclosure Letter** ” means the disclosure letter delivered by OTI to OIL immediately prior to the execution of this Agreement.

“ **OTI Equity Interests** ” has the meaning set forth in Section 4.4.

“ **OTI Financial Statements** ” has the meaning set forth in Section 4.7(b).

“ **OTI MAE** ” means any circumstance, change, development, condition or event that (a) with respect to OTI would or is reasonably likely to have, individually or in the aggregate, a material adverse effect on the Assets, business, financial condition or results of operations of OTI and its Subsidiaries, taken as a whole, or (b) materially impairs, prevents or delays the ability of OTI to consummate the Share Exchange, the Merger and the other Transactions to be performed or consummated by OTI pursuant to this Agreement.

“ **OTI Options** ” has the meaning set forth in Section 4.4.

“ **OTI Preferred Stock** ” has the meaning set forth in Section 4.4.

“ **OTI Information Statement** ” has the meaning set forth in Section 5.3.

“ **OTI SEC Filings** ” has the meaning set forth in Section 4.7(a).

“ **OTI Stockholder Approval** ” has the meaning set forth in Section 4.11(a).

“ **OTI Stockholders** ” means the holders of OTI Common Stock.

“ **OTI Stock Issuance** ” has the meaning set forth in Section 1.2(c).

“ **Parties** ” means OIL, OTI and OSIL.

“ **Permits** ” means all permits, approvals, licenses, authorizations, certificates, rights, exemptions and Orders from Governmental Authorities.

“ **Person** ” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Authority.

“ **Representatives** ” means with respect to any Person, such Person’s officers, employees, agents, advisors, directors and other representatives.

“ **Right** ” means a Preferred Share Purchase Right issuable pursuant to the Rights Agreement or any other right issued in substitution therefor.

“ **Rights Agreement** ” means the Rights Agreement dated as of November 10, 2004 between OTI and American Stock Transfer & Trust Company, as rights agent, as the same may be amended from time to time.

“ **Section 350 Voting Approval** ” has the meaning set forth in Section 5.2(a).

“ **Securities Act** ” means the U.S. Securities Act of 1933, as amended.

“ **Security Interest** ” means any mortgage, security interest, pledge, lien, charge, claim, option, indenture, right to acquire, right of first refusal, deed of trust, licenses to third parties, leases to third parties, security agreements, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance and other restrictions or limitations on use of real or personal property of any nature whatsoever.

“ **Share Exchange** ” has the meaning set forth in the preamble to this Agreement.

“ **Share Exchange Consideration** ” has the meaning set forth in Section 1.03(d).

“ **Solvent** ” when used with respect to any Person, means that, as of any date of determination, (a) the amount of the “fair saleable value” of the assets of such person will, as of such date, exceed (i) the value of all “liabilities of such person, including contingent and other liabilities,” as of such date, as such quoted terms are generally determined in accordance with applicable federal Laws governing determinations of the insolvency of debtors and (ii) the amount that will be required to pay the probable liabilities of such Person on its existing debts (including contingent liabilities) as such debts become absolute and matured, (b) such Person will not have, as of such date, an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged following such date, and (c) such Person will be able to pay its liabilities, including contingent and other liabilities, as they mature.

“ **Subsidiary** ” of any Person means another Person (other than a natural Person), of which such Person owns directly or indirectly (a) an aggregate amount of the voting securities, other voting ownership or voting partnership interests to elect at least a majority of the Board of Directors or other governing body or, (b) if there are no such voting interests, 50% or more of the equity interests therein; provided, however, that neither OTI nor its Subsidiaries (including OSIL) will be deemed to be a Subsidiary of OIL for any purpose hereunder.

“ **Surviving Company** ” has the meaning set forth in the preamble to this Agreement.

“ **TASE** ” has the meaning set forth in Section 3.3.

“ **Tax** ” or “ **Taxes** ” means (a) all forms of taxation, whenever created or imposed, and whether of the United States, Israel or elsewhere, and whether imposed by a federal, state, municipal, governmental, territorial, local, foreign or other body, and without limiting the generality of the foregoing, shall include net income, gross income, gross receipts, sales, use, value added, ad valorem, transfer, recording, franchise, profits, license, lease, service, service use, payroll, wage, withholding, employment, unemployment insurance, workers compensation, social security, excise, severance, stamp, business license, escheat, business organization, occupation, premium, property, environmental, windfall profits, customs, duties, alternative minimum, estimated or other taxes, fees, premiums, assessments or charges of any kind whatever assessed, collected, imposed or administered by any Tax Authority, together with any related interest and any penalties, additions to such tax or additional amounts imposed with respect thereto by such Tax Authority, (b) any Liability for the payment of any amounts of the type described in clause (a) of this sentence as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group for any taxable period, and (c) any Liability for the payment of any amounts of the type described in clause (a) or (b) of this sentence as a result of being a transferee of or successor to any Person or as a result of any express or implied obligation to indemnify any other Person.



“ **Tax Authority** ” means the IRS, the ITA or any Governmental Authority responsible for the assessment, collection, imposition or administration of any Taxes.

“ **Tax Returns** ” means all reports, returns, filings, declaration forms, claims for refunds and statements filed or required to be filed with respect to Taxes, including any amendments thereto (whether on a separate, consolidated or unitary basis).

“ **Transactions** ” means the Share Exchange, the Merger and the other transactions contemplated by this Agreement and the Other Transaction Agreements.

“ **Treasury Regulations** ” means the regulations promulgated under the Code by the U.S. Department of the Treasury.

[Signature Page Follows]

IN WITNESS WHEREOF , the Parties have caused this Agreement to be executed as of the day and year first above written.

ORMAT INDUSTRIES LTD.

By: /s/ Doron Blachar / Isaac Angel

Name: Doron Blachar / Isaac Angel

Title: Chief Financial Officer / Chief Executive Officer

ORMAT TECHNOLOGIES , INC.

By: /s/ Doron Blachar / Isaac Angel

Name: Doron Blachar / Isaac Angel

Title: Chief Financial Officer / Chief Executive Officer

ORMAT SYSTEMS LTD.

By: /s/ Doron Blachar / Isaac Angel

Name: Doron Blachar / Isaac Angel

Title: Chief Financial Officer / Chief Executive Officer

[Signature Page to the Share Exchange Agreement and Plan of Merger]

Exhibit A

Form of OIL Shareholder Undertaking Agreements

[Omitted. See Exhibits 10.2 and 10.3 to this Form 8-K.]

Exhibit B

Form of Voting Neutralization Agreements

[Omitted. See Exhibits 10.4 and 10.5 to this Form 8-K.]

Exhibit C

Form of OIL Voting Agreement

[Omitted. See Exhibit 10.1 to this Form 8-K.]

VOTING AGREEMENT

This Voting Agreement (this “Agreement”), dated as of November 10, 2014, is by and between Ormat Technologies, Inc., a Delaware corporation (“OTI”), and Ormat Industries Ltd., an Israeli corporation (the “Shareholder”), a holder of shares of common stock, par value \$0.001 per share (the “OTI Shares”) of OTI. Certain other capitalized terms used in this Agreement are defined below or in Article V.

RECITALS

A. Concurrently with the execution of this Agreement, Shareholder, OTI and Ormat Systems Ltd., an Israeli company (“OSIL”) are entering into a Share Exchange Agreement and Plan of Merger of even date herewith (as may be amended from time to time, the “Share Exchange Agreement”);

B. As of the date hereof, Shareholder is the record owner and beneficial owner of, and has the sole right to vote and dispose of or cause to be voted or disposed of, with respect to, in the aggregate, such number of OTI Shares, as is indicated on the signature page of this Agreement; and

D. As a condition and inducement to their willingness to enter into the Share Exchange Agreement, OTI has required that the Shareholder agree, and the Shareholder (in his, her or its capacity as such) has agreed, subject to the terms of this Agreement, to vote the Shares so as to facilitate consummation of the transactions contemplated under the Share Exchange Agreement. In addition, the Shareholder understands and acknowledges that OTI is entitled to rely on (i) the truth and accuracy of the Shareholder’s representations contained herein and (ii) the Shareholder’s performance of the obligations set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the premises and the covenants and agreements set forth in this Agreement, and other good and valuable consideration the parties hereto hereby agree as follows:

I. AGREEMENT TO VOTE

1.1 Voting Agreement. (a) Shareholder hereby covenants and agrees that, prior to the Expiration Date, at any meeting or consent solicitation (whether annual or special and whether or not an adjourned or postponed meeting) of the stockholders of OTI, however called, Shareholder will appear at the meeting, execute a written consent or otherwise cause the Shares to be counted as present thereat for purposes of establishing a quorum and to vote or cause the Shares to be voted (i) in favor of (A) the OTI Stockholder Approval, and (B) to the extent that a vote is solicited in connection with this Agreement or the Share Exchange Agreement, any other action required in furtherance hereof or thereof and (ii) against any action that would preclude fulfillment of a condition precedent under the Share Exchange Agreement to OTI’s or OSIL’s obligation to consummate the Share Exchange or the other Transactions.

(b) Prior to the Expiration Date, Shareholder will not enter into any agreement or understanding with any person to vote or give instructions in any manner inconsistent with any provision of this Section 1.1.

1.2 Irrevocable Proxy. Shareholder hereby irrevocably grants to and appoints Isaac Angel, Doron Blachar and Ety Rosner, in their respective capacities as officers of OTI, and any individual who shall hereafter succeed to any such office of OTI, and each of them individually, Shareholder’s proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of Shareholder, to represent, vote and otherwise act (by voting at any meeting of stockholders of OIL, including by way of written consent) with respect to the Shares owned or held by Shareholder regarding the matters referred to in Section 1.1(a) hereof until the Expiration Date, to the same extent and with the same effect as Shareholder might or could do under applicable law, rules and regulations. The proxy granted pursuant to this Section 1.2 is coupled with an interest and shall be irrevocable until the Expiration Date. Shareholder will take such further action and will execute such other instruments as may be reasonably necessary to effectuate the intent of this proxy. Shareholder hereby revokes any and all previous proxies or powers of attorney granted with respect to any of the Shares that may have heretofore been appointed or granted with respect to the matters referred to in Section 1.1(a) hereof and no subsequent proxy (whether revocable or irrevocable) or power of attorney shall be given by Shareholder.

1.3 Transfer and Other Restrictions. (a) From and after the date hereof until the termination of this Agreement, Shareholder agrees not to, directly or indirectly:

(i) grant any proxy, power of attorney, deposit any Shares into a voting trust or enter into a voting agreement or arrangement with respect to the Shares except as expressly provided in this Agreement; or

(ii) take any other action that would make any representation or warranty of Shareholder contained herein untrue or incorrect or, except as permitted by the Share Exchange Agreement, have the effect of preventing or disabling Shareholder from performing its obligations under this Agreement.

(b) Without derogating from its obligations under the Share Exchange Agreement, to the extent that Shareholder is, as of the date hereof or becomes, prior to the Expiration Date, party to a contract or agreement that requires Shareholder to Transfer any Shares to another person or entity, Shareholder will not effect any such Transfer unless, prior to such Transfer, Shareholder causes the transferee to be bound by and to execute an agreement in the form of this Agreement with OTI with respect to the Shares to be Transferred.

(c) Shareholder agrees with, and covenants to, OTI that Shareholder will not request that OTI register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares, unless such transfer complies with Section 1.3(b).

II. CONSENT AND WAIVER

Shareholder agrees not to commence or join in, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against OTI, OSIL or any of their respective successors or assigns (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement, or (b) alleging a breach of any fiduciary duty of any Person in connection with the negotiation and entry into the Share Exchange Agreement or the consummation of the Transactions contemplated thereby. Nothing contained in this Section shall affect or impair any rights or remedies in respect of any breach by OTI or OSIL of the Share Exchange Agreement or the Other Transaction Documents.

III. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SHAREHOLDER

Except as expressly set forth in the applicable section of Schedule 3 hereto, Shareholder hereby represents, warrants and covenants to OTI as follows:

3.1 Authority, Enforceability. Shareholder has the legal capacity and the power and authority to enter into, execute, deliver and perform Shareholder' obligations under this Agreement and to make the representations, warranties and covenants made by Shareholder herein. This Agreement has been duly executed and delivered by Shareholder and constitutes a valid and binding obligation of Shareholder, enforceable against Shareholder in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Law affecting the enforcement of creditors' rights generally and by general equitable principles.

3.2 No Conflicts, No Defaults And Consents . The execution and delivery of this Agreement by Shareholder does not, and the performance of this Agreement by Shareholder will not: (i) conflict with or violate any order, decree or judgment applicable to Shareholder or by which Shareholder or any of Shareholder' properties, including the Shares, is bound or affected, (ii) conflict with or violate any agreement to which Shareholder is a party or is subject, including, without limitation, any voting agreement or voting trust, (iii) result in any breach of or constitute a default (with notice or lapse of time, or both) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Security Interest in or to the Shares, pursuant to any Contract to which Shareholder is a party or by which Shareholder or any of the Shares is bound or affected, (iv) require any Contract of any third party, (v) require Shareholder to make any filing with or give any notice to, or obtain any approval, consent, ratification, waiver or other authorization from, any Person or any Governmental Authority in connection with the execution and delivery of this Agreement or the consummation or performance of the transactions contemplated hereby, except for filings with the SEC, Israel Securities Authority or Tel Aviv Stock Exchange required disclosures as may be required in connection with this Agreement and the transactions contemplated hereby, (vi) constitute a violation of any Law applicable to Shareholder, or (vii) render any state takeover statute or similar statute or regulation applicable to the Share Exchange or any of the other Transactions; excluding in cases of clauses (i)-(vi) above, conflicts, violations, breaches, defaults, rights, creations of any material Security Interest, Contracts, filings, notices, approvals, consents, ratifications, waivers, or other authorizations that would not reasonably be expected to constitute, individually or in the aggregate, an OIL MAE.

3.3 Shares Owned; Voting Power . As of the date hereof, Shareholder is the record owner and beneficial owner, with respect to, in the aggregate, such number of OTI Shares, as is indicated on the signature page of this Agreement, and does not beneficially own or otherwise have the power to direct the voting with respect to, any shares of capital stock of OTI, other than such Shares. Shareholder has the sole voting power and sole power to issue instructions with respect to the matters set forth in this Agreement, sole power of disposition with respect to the dispositions contemplated by this Agreement and sole power to agree to all of the matters set forth in this Agreement, in each case, with respect to all of the Shares, with not material limitations, qualifications or restrictions on such rights, subject only to applicable securities laws and the terms of this Agreement.

3.4 Accuracy of Representations; Reliance . The representations and warranties contained in this Agreement are accurate in all respects as of the date of this Agreement, will be accurate in all respects at all times through the Expiration Date and will be accurate in all respects as of the Effective Time as if made on that date. Shareholder understands and acknowledges that each of OTI and OSIL is entering into the Share Exchange Agreement in reliance upon Shareholder's execution, delivery and performance of this Agreement.

3.5 Further Assurances . Shareholder agrees to execute and deliver any additional documents reasonably necessary or desirable, to carry out the purposes and intent of this Agreement.

3.6 Stockholder Capacity . Shareholder enters into this Agreement solely in its capacity as the record and beneficial owner of the Shares. Nothing contained in this Agreement will limit the rights and obligations of Shareholder, any affiliates, directors, officers or other Representatives of Shareholder or OTI in his or her capacity as a director or officer of Shareholder, OIL or OTI, and the agreements set forth herein will in no way restrict any director or officer of Shareholder, OIL or OTI in the exercise of his or her fiduciary duties as a director or officer thereof.

3.7 Limited Proxy. Shareholder will retain at all times the right to vote the Shares, in Shareholder' sole discretion, on all matters other than those set forth in Section 1.1 which are at any time or from time to time presented to OTI's Stockholders generally.

3.8 Notification of Acquisition of Shares. Shareholder hereby agrees to promptly notify OTI in writing of the number of any additional shares of OTI common stock or other shares of capital stock of OTI acquired by Shareholder or of which Shareholder becomes the beneficial owner, if any, after the date hereof.

3.9 Additional Agreements. Shareholder hereby agrees, prior to the Expiration Date, not to take any action that would make any representation or warranty of Shareholder contained herein untrue or incorrect in any material respect or would reasonably be expected to have the effect of preventing, impeding or interfering with or adversely affecting the performance by Shareholder of its obligations under or contemplated by this Agreement.

IV. MISCELLANEOUS

4.1 Severability. The Parties agree that (a) the provisions of this Agreement will be severable in the event that for any reason whatsoever any of the provisions hereof are invalid, void or otherwise unenforceable, (b) any such invalid, void or otherwise unenforceable provisions will be replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable, and (c) the remaining provisions will remain valid and enforceable to the fullest extent permitted by applicable Law.

4.2 Amendments and Waivers. (a) This Agreement may be amended and any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding upon a Party only if such amendment or waiver is set forth in a writing executed by such Party. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.

(b) No delay or failure in exercising any right, power or remedy hereunder will affect or operate as a waiver thereof; nor will any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or remedy preclude any further exercise thereof or of any other right, power or remedy. The rights and remedies hereunder are cumulative and not exclusive of any rights or remedies that any Party hereto would otherwise have. Any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement or any such waiver of any provision of this Agreement must satisfy the conditions set forth in Section 4.2(a) and will be effective only to the extent in such writing specifically set forth.

4.3 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and does not confer on third parties any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to this Agreement.

4.4 Entire Agreement. This Agreement, together with the Share Exchange Agreement and the Other Transaction Agreements, constitutes the entire agreement between the Parties with respect to the subject matter hereof and thereof and will supersede all prior negotiations, agreements and understandings of the Parties of any nature, whether oral or written, with respect to such subject matter. For the avoidance of doubt, this Agreement is intended to bind Shareholder only with respect to the specific matters set forth herein regarding the voting of Shareholder for the OTI Stockholder Approval and shall not be deemed to derogate from Shareholder rights under the Share Exchange Agreement, including the right to terminate the Share Exchange Agreement in accordance with its terms .

4.5 Assignment. Other than as expressly provided herein, no Party may assign its rights or delegate its duties under this Agreement without the written consent of the other Parties. Except as provided in the preceding sentence, any attempted assignment or delegation will be void.

4.6 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) The validity, interpretation and enforcement of this Agreement will be governed by the Laws of the State of Delaware, without regard to the conflict of law principles thereof that would result in the application of the Laws of another jurisdiction; provided, however, that (i) matters involving the internal corporate affairs of OIL or OSIL shall be governed by the laws of the State of Israel and (ii) provisions relating to the Court Approval or the Merger that are required under Israeli law to be governed by Israeli law will be so governed.

(b) By execution and delivery of this Agreement, each Party irrevocably (i) submits and consents to the personal jurisdiction of the state and federal courts of the State of Delaware for itself and in respect of its property in the event that any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iii) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated hereunder in any other court. Each of the Parties irrevocably and unconditionally waives (and agrees not to plead or claim) any objection to the laying of venue of any dispute arising out of this Agreement or any of the transactions contemplated hereunder in the state and federal courts of the State of Delaware, or that any such dispute brought in any such court has been brought in an inconvenient or improper forum. The Parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.6(c).

4.7 Notices. All notices, requests, permissions, waivers and other communications hereunder will be in writing and delivered in accordance with Section 8.5 of the Share Exchange Agreement.

4.8 Specific Performance. The Parties hereby acknowledge and agree that the failure of any Party to perform its agreements and covenants hereunder, including its failure to take all actions as are necessary on its part to the consummation of the Transactions, will cause irreparable injury to the other Parties for which damages, even if available, will not be an adequate remedy. Accordingly, each Party hereby consents to the issuance of injunctive relief by any court of competent jurisdiction to compel performance of such Party's obligations and to the granting by any court of the remedy of specific performance of its obligations hereunder.

4.9 Counterparts. This Agreement may be executed in multiple counterparts (any one of which need not contain the signatures of more than one Party), each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Agreement, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, will be treated in all manner and respects as an original agreement and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party, the other Party will re-execute original forms thereof and deliver them to the requesting Party. No Party will raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or other electronic means as a defense to the formation of a Contract and each such Party forever waives any such defense.

4.10 Interpretation. The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. The use of the words “include” or “including” in this Agreement will be by way of example rather than by limitation. The use of the words “or,” “either” or “any” will not be exclusive. The Parties have participated collectively in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

4.11 Termination. This Agreement will be terminated and will be of no further force and effect upon the Expiration Date.

4.12 Fees And Expenses. All costs and expenses incurred in connection with this Agreement will be paid by the Party incurring such expenses.

4.13 Nonsurvival Of Representations And Warranties. None of the representations and warranties in this Agreement or in any exhibit, instrument or other document delivered pursuant to this Agreement will survive the Expiration Date; provided, however, that the termination of this Agreement will not relieve any Party from any liability for any breach of representations and warranties in this Agreement that has occurred prior to the termination of this Agreement as provided for in Section 4.11.

4.14 Legends. Any stock certificates representing the Shares will at the request of OTI reflect this Agreement and, if applicable, the irrevocable proxy granted by this Agreement.

V. DEFINITIONS

Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Share Exchange Agreement. For purposes of this Agreement, the following terms, when utilized in a capitalized form, will have the following meanings:

“Beneficially own” or “beneficial ownership” or “beneficially owned,” with respect to any securities, means having “beneficial ownership” of such securities as determined pursuant to Rule 13d-3 under the Exchange Act, including pursuant to any Contract. A “beneficial owner” is a Person who beneficially owns securities.

“Expiration Date” means the earlier to occur of (a) the Share Exchange Effective Time and (b) the termination of the Share Exchange Agreement in accordance with its terms.

“Parties” means Shareholder and OTI.

“Shares” means all issued and outstanding OTI Shares beneficially owned by Shareholder on the date hereof and any such shares Shareholder becomes the record or beneficial owner of after the execution of this Agreement and prior to the Expiration Date to the same extent as if they constituted Shares on the date hereof.

“Transfer” with respect to any security means to directly or indirectly (a) sell, pledge, encumber, transfer or dispose of, or grant an option with respect to, such security or any interest in such security or (b) enter into an agreement or commitment providing for the sale, pledge, encumbrance, transfer or disposition of, or grant of an option with respect to, such security or any interest therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

ORMAT TECHNOLOGIES, INC.

By: /s/ Doron Blachar / Isaac Angel

Name: Doron Blachar / Isaac Angel

Title: Chief Financial Officer / Chief Executive Officer

ORMAT INDUSTRIES LTD.

By: /s/ Doron Blachar / Isaac Angel

Name: Doron Blachar / Isaac Angel

Title: Chief Financial Officer / Chief Executive Officer

Shares beneficially owned:

27,206,580 OTI Shares

[Signature Page to the Ormat Industries Voting Agreement]

VOTING AND UNDERTAKING AGREEMENT

This Voting and Undertaking Agreement (this "Agreement"), dated as of November 10, 2014, is by and between Ormat Technologies, Inc., a Delaware corporation ("OTI"), and FIMI ENRG, Limited Partnership, an Israeli limited partnership, and FIMI ENRG, L.P., a Delaware limited partnership (the "Shareholder"), a holder of ordinary shares, par value NIS 1.0 per ordinary share (the "OIL Ordinary Shares") of Ormat Industries Ltd., an Israeli company ("OIL"). Certain other capitalized terms used in this Agreement are defined below or in Article IV.

RECITALS

A. Concurrently with the execution of this Agreement, OIL, OTI and Ormat Systems Ltd., an Israeli company ("OSIL") are entering into a Share Exchange Agreement and Plan of Merger of even date herewith, a copy of which is attached hereto as **Exhibit A** (the "Share Exchange Agreement");

B. In connection with the Share Exchange Agreement, on November 9, 2014, OIL and OSIL have obtained a ruling from the Israel Tax Authority (as may be amended from time to time, the "Israeli Tax Ruling");

C. As of the date hereof, Shareholder is the record owner and beneficial owner of, and has the sole right to vote and dispose of or cause to be voted or disposed of, with respect to, in the aggregate, such number of OIL Ordinary Shares, as is indicated on the signature page of this Agreement; and

D. As a condition and inducement to its willingness to enter into the Share Exchange Agreement, OTI has required that the Shareholder enter into this Agreement and the Voting Neutralization Agreement (together, the "Voting Agreements"). In addition, the Shareholder understands and acknowledges that OTI is entitled to rely on (i) the truth and accuracy of the Shareholder's representations contained herein and (ii) the Shareholder's performance of the obligations set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the premises and the covenants and agreements set forth in this Agreement, and other good and valuable consideration the parties hereto hereby agree as follows:

I. AGREEMENT TO VOTE

1.1 Voting Agreement. (a) Shareholder hereby covenants and agrees that, prior to the Expiration Date, at any meeting (whether annual or special and whether or not an adjourned or postponed meeting) of the stockholders of OIL, however called, Shareholder will appear at the meeting or otherwise cause the Shares to be counted as present thereat for purposes of establishing a quorum and to vote or cause the Shares to be voted (i) in favor of (A) the approval and adoption of the Share Exchange Agreement and (B) the approval of the Share Exchange and the other transactions contemplated thereunder and (ii) against any resolution that would preclude fulfillment of a condition precedent under the Share Exchange Agreement to OIL's, OTI's or OSIL's obligation to consummate the Share Exchange or the other transactions contemplated thereunder.

(b) Prior to the Expiration Date, Shareholder will not enter into any agreement or understanding with any person to vote or give instructions in any manner inconsistent with any provision of this Section 1.1.

1.2 Irrevocable Proxy. Shareholder hereby irrevocably grants to and appoints Isaac Angel, Doron Blachar and Ety Rosner, in their respective capacities as officers of OTI, and any individual who shall hereafter succeed to any such office of OTI, and each of them individually, as Shareholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of Shareholder, to represent, vote and otherwise act (by voting at any meeting of stockholders of OIL) with respect to the Shares owned or held by Shareholder regarding the matters referred to in Section 1.1(a) hereof until the Expiration Date, to the same extent and with the same effect as Shareholder might or could do under applicable law, rules and regulations. The proxy granted pursuant to this Section 1.2 is coupled with an interest and shall be irrevocable until the Expiration Date. Shareholder will take such further action and will execute such other instruments as may be reasonably necessary to effectuate the intent of this proxy. Shareholder hereby revokes any and all previous proxies or powers of attorney granted with respect to any of the Shares that may have heretofore been appointed or granted with respect to the matters referred to in Section 1.1(a) hereof and no subsequent proxy (whether revocable or irrevocable) or power of attorney shall be given by Shareholder.

1.3 Transfer and Other Restrictions. (a) From and after the date hereof until the termination of this Agreement, Shareholder agrees not to, directly or indirectly:

(i) grant any proxy, power of attorney, deposit any Shares into a voting trust or enter into a voting agreement or arrangement with respect to the Shares in any manner inconsistent with any provision of Section 1.1; or

(ii) take any other action that would make any representation or warranty of Shareholder contained herein untrue or incorrect or, except as permitted by the Share Exchange Agreement, have the effect of preventing or disabling Shareholder from performing its obligations under this Agreement.

(b) To the extent that Shareholder is, as of the date hereof or becomes, prior to the Expiration Date, party to a contract or agreement that requires Shareholder to Transfer any Shares to another person or entity, Shareholder will not effect any such Transfer unless, prior to such Transfer, Shareholder causes the transferee to be bound by and to execute an agreement in the form of this Agreement with OTI with respect to the Shares to be Transferred.

(c) Shareholder agrees with, and covenants to, OTI that Shareholder will not request that OIL register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares, unless such transfer complies with Section 1.3(b).

II. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SHAREHOLDER

Except as expressly set forth in the applicable section of Schedule 2 hereto, Shareholder hereby represents, warrants and covenants to OTI as follows:

2.1 Authority, Enforceability. Shareholder has the legal capacity and the power and authority to enter into, execute, deliver and perform Shareholder's obligations under this Agreement and to make the representations, warranties and covenants made by Shareholder herein. This Agreement has been duly executed and delivered by Shareholder and constitutes a valid and binding obligation of Shareholder, enforceable against Shareholder in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Law affecting the enforcement of creditors' rights generally and by general equitable principles.

2.2 No Conflicts, No Defaults And Consents. The execution and delivery of this Agreement by Shareholder does not, and the performance of this Agreement by Shareholder will not: (i) conflict with or violate any order, decree or judgment applicable to Shareholder or by which Shareholder or any of Shareholder's properties, including the Shares, is bound or affected, (ii) conflict with or violate any agreement to which Shareholder is a party or is subject, including, without limitation, any voting agreement or voting trust, (iii) result in any breach of or constitute a default (with notice or lapse of time, or both) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Security Interest in or to the Shares, pursuant to any Contract to which Shareholder is a party or by which Shareholder or any of the Shares is bound or affected, (iv) require Shareholder to make any filing with or give any notice to, or obtain any approval, consent, ratification, waiver or other authorization from, any Person or any Governmental Authority in connection with the execution and delivery of this Agreement or the consummation or performance of the transactions contemplated hereby, except for filings with the Israel Securities Authority or Tel Aviv Stock Exchange and required disclosures in connection with this Agreement and the transactions contemplated hereby, (v) constitute a violation of any Law applicable to Shareholder, or (vi) render any state takeover statute or similar statute or regulation applicable to the Share Exchange or any of the other Transactions.

2.3 Shares Owned; Voting Power. As of the date hereof, Shareholder is the record owner and beneficial owner, with respect to, in the aggregate, such number of OIL Ordinary Shares, as is indicated on the signature page of this Agreement, and does not beneficially own or otherwise have the power to direct the voting with respect to, any shares of capital stock of OIL, other than such Shares. Shareholder has the sole voting power and sole power to issue instructions with respect to the matters set forth in this Agreement, sole power of disposition with respect to the dispositions contemplated by this Agreement and sole power to agree to all of the matters set forth in this Agreement, in each case, with respect to all of the Shares, with no material limitations, qualifications or restrictions on such rights, subject only to applicable securities laws and the terms of this Agreement. Except as may be deemed by virtue of its ownership of the OIL Ordinary Shares (which is being disclaimed), Shareholder is not the beneficial owner of any OTI shares of common stock.

2.4 Accuracy of Representations; Reliance. The representations and warranties contained in this Agreement are accurate in all respects as of the date of this Agreement and will be accurate in all respects at all times through the Expiration Date. Shareholder understands and acknowledges that each of OIL, OTI and OSIL is entering into the Share Exchange Agreement in reliance upon Shareholder's execution, delivery and performance of this Agreement.

2.5 Further Assurances. Shareholder agrees to execute and deliver any additional documents reasonably necessary or desirable, to carry out the purposes and intent of this Agreement.

2.6 Stockholder Capacity. Shareholder enters into this Agreement solely in its capacity as the record and beneficial owner of the Shares. Nothing contained in this Agreement will limit the rights and obligations of Shareholder, any affiliates, directors, officers or other Representatives of Shareholder, OIL or OTI in his or her capacity as a director or officer of Shareholder, OIL or OTI, and the agreements set forth herein will in no way restrict any director or officer of Shareholder, OIL or OTI in the exercise of his or her fiduciary duties as a director or officer thereof.

2.7 Limited Proxy. Shareholder will retain at all times the right to vote the Shares, in Shareholder's sole discretion, on all matters other than those set forth in Section 1.1, which are at any time or from time to time presented to OIL's Stockholders generally.

2.8 Notification of Acquisition of Shares. Shareholder hereby agrees to promptly notify OTI and OIL in writing of the number of any additional shares of OTI common stock or OIL Ordinary Shares or other shares of capital stock of OIL or OTI acquired by Shareholder or of which Shareholder becomes the beneficial owner, if any, after the date hereof and before the Expiration Date.

2.9 Additional Agreements. Shareholder hereby agrees, prior to the Expiration Date, not to take any action that would make any representation or warranty of Shareholder contained herein untrue or incorrect in any material respect or would reasonably be expected to have the effect of preventing, impeding or interfering with or adversely affecting the performance by Shareholder of its obligations under or contemplated by this Agreement.

2.10 Tax Ruling Undertaking. Shareholder hereby irrevocably undertakes to be bound by and to comply in all respects, commencing on the Tax Effective Time, with the terms and conditions of the Israeli Tax Ruling applicable to the Shareholder. Without derogating from the generality of the foregoing, Shareholder undertakes, as promptly as practicable, and in any event, no later than (i) two (2) Business Days prior to the Closing Date, to Transfer and deposit the Shares with an Israeli escrow agent acceptable to the ITA or reasonably acceptable to OTI (the "Escrow Agent") pursuant to an Escrow Agreement, substantially in the form of **Exhibit B** hereto, by and among Shareholder, Bronicki, OTI and the Escrow Agent (the "Escrow Agreement"), and (ii) the Tax Effective Time, sign and deliver its counter signature of the Israeli Tax Ruling to OTI (with the express permission and authority, to deliver it to the ITA).

III. MISCELLANEOUS

3.1 Severability. The Parties agree that (a) the provisions of this Agreement will be severable in the event that for any reason whatsoever any of the provisions hereof are invalid, void or otherwise unenforceable, (b) any such invalid, void or otherwise unenforceable provisions will be replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable, and (c) the remaining provisions will remain valid and enforceable to the fullest extent permitted by applicable Law.

3.2 Amendments and Waivers. (a) This Agreement may be amended and any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding upon a Party only if such amendment or waiver is set forth in a writing executed by such Party. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.

(b) No delay or failure in exercising any right, power or remedy hereunder will affect or operate as a waiver thereof; nor will any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or remedy preclude any further exercise thereof or of any other right, power or remedy. The rights and remedies hereunder are cumulative and not exclusive of any rights or remedies that any Party hereto would otherwise have. Any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement or any such waiver of any provision of this Agreement must satisfy the conditions set forth in Section 3.2(a) and will be effective only to the extent in such writing specifically set forth.

3.3 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and does not confer on third parties any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to this Agreement.

3.4 Entire Agreement. The Voting Agreements constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and will supersede all prior negotiations, agreements and understandings of the Parties of any nature, whether oral or written, with respect to such subject matter.

3.5 Assignment. Other than as expressly provided herein, no Party may assign its rights or delegate its duties under this Agreement without the written consent of the other Parties. Except as provided in the preceding sentence, any attempted assignment or delegation will be void.

3.6 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) The validity, interpretation and enforcement of this Agreement will be governed by the Laws of the State of Delaware, without regard to the conflict of law principles thereof that would result in the application of the Laws of another jurisdiction; provided, however, that (i) matters involving the internal corporate affairs of OIL or OSIL shall be governed by the laws of the State of Israel and (ii) provisions relating to the Court Approval or the Merger that are required under Israeli law to be governed by Israeli law will be so governed.

(b) By execution and delivery of this Agreement, each Party irrevocably (i) submits and consents to the personal jurisdiction of the state and federal courts of the State of Delaware for itself and in respect of its property in the event that any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iii) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated hereunder in any other court. Each of the Parties irrevocably and unconditionally waives (and agrees not to plead or claim) any objection to the laying of venue of any dispute arising out of this Agreement or any of the transactions contemplated hereunder in the state and federal courts of the State of Delaware, or that any such dispute brought in any such court has been brought in an inconvenient or improper forum. The Parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.6(c).

3.7 Notices. All notices, requests, permissions, waivers and other communications hereunder will be in writing and will be deemed to have been duly given (a) five Business Days following sending by registered or certified mail, postage prepaid, (b) when sent, if sent by facsimile or email, provided that the facsimile or email transmission is promptly confirmed by telephone, (c) when delivered, if delivered personally to the intended recipient, and (d) one Business Day following sending by overnight delivery via a national courier service and, in each case, addressed to a Party at the following address for such Party:

If to OTI:

Ormat Technologies, Inc.
6225 Neil Road
Reno, NV 89511-1136
Attn: Isaac Angel
Facsimile: +1 (775) 356-9039

with required copies to (which will not constitute notice):

Chadbourne & Parke LLP
1200 New Hampshire Avenue N.W.
Washington, DC 20036
Attn: Noam Ayali, Esq.
Facsimile: +1 (202) 974-5602
Email: NAYali@chadbourne.com

Chadbourne & Parke LLP
1301 Avenue of the Americas
New York, NY 10019-6022
Attn: Charles E. Hord, Esq.
Facsimile: +1 (212) 541-5369
Email: CHord@chadbourne.com

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn: William Aaronson, Esq.
Facsimile: 212 450-5397
E-mail: william.aaronson@davispolk.com

If to Shareholder :

FIMI ENRG, Limited Partnership, an Israeli limited partnership and FIMI ENRG, L.P., a Delaware limited partnership
c/o FIMI IV 2007 Ltd.
98 Yigal Alon Street
Facsimile: +972 (03) 565-2245

with required copies to (which will not constitute notice):

Naschitz Brandes Amir & Co.
5 Tuval Street
Tel-Aviv, Israel 6789717
Attn: Sharon Amir
Facsimile: +972 (03) 623-5106
Email: samir@nblaw.com

or to such other address(es) as will be furnished in writing by any such Party to the other Party in accordance with the provisions of this Section 3.7.

3.8 Specific Performance. The Parties hereby acknowledge and agree that the failure of any Party to perform its agreements and covenants hereunder, including its failure to take all actions as are necessary on its part to the consummation of the Transactions, will cause irreparable injury to the other Parties for which damages, even if available, will not be an adequate remedy. Accordingly, each Party hereby consents to the issuance of injunctive relief by any court of competent jurisdiction to compel performance of such Party's obligations and to the granting by any court of the remedy of specific performance of its obligations hereunder.

3.9 Counterparts. This Agreement may be executed in multiple counterparts (any one of which need not contain the signatures of more than one Party), each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Agreement, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, will be treated in all manner and respects as an original agreement and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party, the other Party will re-execute original forms thereof and deliver them to the requesting Party. No Party will raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or other electronic means as a defense to the formation of a Contract and each such Party forever waives any such defense.

3.10 Interpretation. The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. The use of the words "include" or "including" in this Agreement will be by way of example rather than by limitation. The use of the words "or," "either" or "any" will not be exclusive. The Parties have participated collectively in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

3.11 Termination. This Agreement will be terminated and will be of no further force and effect upon the Expiration Date, except that (i) Section 2.5 and this Article III will survive any termination and (ii) if the Share Exchange Effective Time occurs, the Shareholder's undertakings under Section 2.10 shall continue in full force and effect.

3.12 Fees And Expenses. All costs and expenses incurred in connection with this Agreement will be paid by the Party incurring such expenses.

3.13 Nonsurvival Of Representations And Warranties. None of the representations and warranties in this Agreement or in any exhibit, instrument or other document delivered pursuant to this Agreement will survive the Expiration Date; provided, however, that the termination of this Agreement will not relieve any Party from any liability for any breach of representations and warranties in this Agreement that has occurred prior to the termination of this Agreement as provided for in Section 4.11.

3.14 Legends. If not in book-entry form, any stock certificates representing the OTI Common Stock will at the request of OTI reflect this Agreement.

IV. DEFINITIONS

Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Share Exchange Agreement. For purposes of this Agreement, the following terms, when utilized in a capitalized form, will have the following meanings:

“Beneficially own” or “beneficial ownership” or “beneficially owned,” with respect to any securities, means having “beneficial ownership” of such securities as determined pursuant to Rule 13d-3 under the Exchange Act, including pursuant to any Contract. A “beneficial owner” is a Person who beneficially owns securities.

“Expiration Date” means the earliest to occur of (a) the Share Exchange Effective Time, (b) the termination of the Share Exchange Agreement in accordance with its terms, and (c) 11:59 pm (IL time) on December 31, 2014 if the Tax Effective Time shall have not occurred until then.

“Parties” means Shareholder and OTI.

“Shareholder Rights Agreement” means the Shareholders Agreement, dated March, 2012, by and between Shareholder and Bronicki as shall be amended effective as of the Closing by the Amended and Restated Shareholders Agreement, dated November 10, 2014, a true and correct copy of which has been provided to OTI.

“Shares” means all issued and outstanding OIL Ordinary Shares beneficially owned by Shareholder on the date hereof and any such shares Shareholder becomes the record or beneficial owner of after the execution of this Agreement and prior to the Expiration Date to the same extent as if they constituted Shares on the date hereof.

“Tax Effective Time” means the later of the dates on which the OTI Stockholder Approval and the Section 350 Voting Approval (for the OIL shareholders) are obtained.

“Transfer” with respect to any security means to directly or indirectly (a) sell, pledge, encumber, transfer or dispose of, or grant an option with respect to, such security or any interest in such security or (b) enter into an agreement or commitment providing for the sale, pledge, encumbrance, transfer or disposition of, or grant of an option with respect to, such security or any interest therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

ORMAT TECHNOLOGIES , INC.

By: /s/ Doron Blachar / Isaac Angel

Name: Doron Blachar / Isaac Angel

Title: Chief Financial Officer / Chief Executive Officer

FIMI ENRG, LIMITED PARTNERSHIP

By: **FIMI IV 2007 LTD., its General Partner**
/s/ Beck Gillon

Name: Beck Gillon

Title: Director

FIMI ENRG L.P.

By: **FIMI IV 2007 LTD., its General Partner**
/s/ Beck Gillon

Name: Beck Gillon

Title: Director

Shares beneficially owned:

28,218,049 OIL Ordinary Shares (excluding any shares that may be beneficially held by virtue of the Shareholder Rights Agreement)

To the fullest extent required under the Shareholder Rights Agreement, the undersigned consents to the execution and performance of this Agreement by Shareholder:

BRONICKI INVESTMENTS LTD.

By: /s/ Y. Bronicki

Name: Yehudit Bronicki

Title: Director

[Signature Page to the FIMI Voting and Undertaking Agreement]

Exhibit A

Share Exchange Agreement and Plan of Merger

[Omitted. See Exhibit 2 to this Form 8-K.]

Exhibit B

Form of Escrow Agreement

**EXHIBIT B TO VOTING AGREEMENT
FORM OF ESCROW AGREEMENT**

This Escrow Agreement, dated as of [●], 2015 (this “Escrow Agreement” or this “Agreement”), is entered into by and among (i) Ormat Technologies, Inc., a Delaware corporation (“OTI”); (ii) those holders of ordinary shares, par value NIS 1.0 per ordinary share (the “OIL Ordinary Shares”), of Ormat Industries Ltd., an Israeli company (“OIL”), listed on Annex A attached hereto (the “OIL Shares”); and (iii) [●], as the escrow agent (the “Escrow Agent”). Terms capitalized but not defined herein shall have the meaning ascribed to them in the Share Exchange Agreement (as defined below). For purposes hereof, “Bronicki Shareholder” means the Bronicki Investments Ltd., “FIMI Shareholder” means FIMI ENRG, Limited Partnership, an Israeli limited partnership, and FIMI ENRG, L.P., a Delaware limited partnership and “Shareholders” means the Bronicki Shareholder and the FIMI Shareholder.

WHEREAS, on November 10, 2014, (i) OIL, OTI and Ormat Systems Ltd., an Israeli company (“OSIL”), have entered into a Share Exchange Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit A (as may be amended from time to time, the “Share Exchange Agreement”) and (ii) OTI and the Shareholders entered into (A) the Voting and Undertaking Agreements, copies of which are attached hereto as Exhibits B1 and B2 (the “Voting Agreements”) and (B) the Voting Neutralization Agreements, copies of which are attached hereto as Exhibits C1 and C2 (the “Voting Neutralization Agreements”) and, together with the Voting Agreement, the “Shareholders Voting Agreements”);

WHEREAS, pursuant to the Voting Agreements, the OIL Shares held by the Shareholders immediately prior to the date hereof (the “Shares”) will be deposited in escrow in accordance with this Agreement on the date hereof;

WHEREAS, pursuant to the Share Exchange Agreement, the Shares will be exchanged for that number of shares of OTI Common Stock set forth in Annex A (the “Consideration Shares”);

WHEREAS, in connection with the Share Exchange Agreement, on November 9, 2014, OIL and OSIL have obtained a ruling from the Israel Tax Authority (as may be amended from time to time, the “Israeli Tax Ruling”); and

WHEREAS, the parties wish that the Escrow Agent shall act as the escrow agent with respect to the requirements of the Tax Ordinance and the Israeli Tax Ruling.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. APPOINTMENT OF ESCROW AGENT; ESCROW DEPOSITS

- 1.1. Appointment of Escrow Agent. Each of OTI and the Shareholders hereby appoints the Escrow Agent as escrow agent, and the Escrow Agent hereby agrees to assume and perform the duties of the escrow agent pursuant to this Escrow Agreement.
 - 1.2. The Escrow Deposit
 - 1.2.1. On the date hereof, Shareholders have caused the Shares to be transferred to the separate securities accounts of the Escrow Agent set forth in Annex C attached hereto (together with any dividends thereon, the “Escrow Deposit”).
 - 1.2.2. The parties acknowledge that once the Consideration Shares are issued pursuant to the Share Exchange Agreement and remitted to the Escrow Deposit in accordance with its terms, such Consideration Shares (including any dividends thereon) shall be considered part of the Escrow Deposit.
-

1.3. Compliance with Israeli Tax Ruling. The Escrow Agent shall act with respect to the Escrow Deposit in accordance with the provisions of the Israeli Tax Ruling and shall hold the Consideration Shares in trust for the benefit of the Shareholders, all pursuant to the Israeli Tax Ruling, and the Escrow Agent is hereby irrevocably instructed to perform such actions as required to allow Shareholders to comply with the provisions of the Israeli Tax Ruling. Without derogating from the generality of the foregoing, the Escrow Agent acknowledges that:

1.3.1 Unless approved by OTI by a majority of the directors not affiliated or associated with a Shareholder (as evidenced by a written notice of OTI), such Shareholder is not allowed to sell more than 10% of the number of Consideration Shares (the "Shareholder's Maximum Number") set forth next to its name in Annex A during the period terminating on December 31, 2016; provided, however, that with the written consent of the other Shareholder, a Shareholder may sell more than the Shareholder's Maximum Number as long as the aggregate number of shares sold by all Shareholders does not exceed 10% of the number of Consideration Shares of all such Shareholders collectively; and

1.3.3 From the Tax Effective Time (as defined in the Voting Agreements) and until the end of the period set forth in the Israeli Tax Ruling (the "Dividend Restriction Period"), any dividends which will be distributed to the Shareholders with respect to the Consideration Shares shall be treated in accordance with the Israeli Tax Ruling and following the withholding of taxes, distributed to the Shareholders.

Notwithstanding anything to the contrary herein, to the extent that the Escrow Agent is not certain as to the compliance of any proposed action with the Israeli Tax Ruling, it may take such action upon the prior written confirmation of the Shareholders and OTI.

1.4. Withholding Tax and Reporting. The Escrow Agent agrees to comply with all applicable requirements under applicable tax laws (including the Israeli Tax Ruling) and, to the extent requested by Shareholder, to file the appropriate tax information with the relevant Governmental Authorities and remit withholding tax, if applicable, to such Governmental Authorities with respect to the Escrow Deposit.

1.5. Voting.

Subject to the Shareholder Voting Agreements (for as long as any is applicable), the Shareholders shall have the full discretion and right to the exercise any and all of the voting rights pertaining to the Consideration Shares (and any stock dividend thereon), and the Escrow Agent shall establish the Shareholders as the recipient for all proxy voting materials for their Consideration Shares and vote the Consideration Shares solely in accordance with the written instructions of the Shareholders.

1.6. Release of the Escrow Deposit.

For the avoidance of doubt, subject to (i) Sections 1.3 – 1.5, (ii) the Shareholders Voting Agreements (for as long as any is applicable), the Escrow Agent may take the following actions:

1.6.1. Dividends – Distribute dividends to the Shareholders; and

1.6.2. Transfer and Sale of Consideration Shares – Transfer and/or sell the Consideration Shares in accordance with the Shareholder's instructions.

1.7. Termination.

1.7.1. This Escrow Agreement shall terminate immediately following the earlier of (i) termination of the Share Exchange Agreement in accordance with its terms, (ii) the release of all of the Consideration Shares to the Shareholders in accordance with this Agreement, and (iii) the Dividend Restriction Period (unless, prior thereto, all of the Consideration Shares have been released to the Shareholders or sold in accordance with this Agreement), and this Escrow Agreement shall be of no further force and effect, except that the provisions of Section 3 hereof shall survive termination.

1.7.2. Notwithstanding the foregoing, it is hereby agreed between OTI and the Shareholders that the Consideration Shares will be released to Shareholders promptly after the end of the Share Restriction Period; at which time OTI and Shareholders shall implement a reasonable alternative mechanism to ensure the deposit of dividends with the Escrow Agent during the Dividend Restriction Period. For this purpose, the “ Share Restrictions Period ” means the period terminating on December 31, 2016.

2. DUTIES OF THE ESCROW AGENT

2.1. Scope of Responsibility. The Escrow Agent, by executing this Escrow Agreement, agrees to hold and distribute the Escrow Deposit in accordance with the terms of this Escrow Agreement. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any other party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement (including the Share Exchange Agreement, other than specific references to certain sections), instrument, or document other than this Escrow Agreement and the Israeli Tax Ruling, whether or not an original or a copy of such agreement has been provided to the Escrow Agent, except with respect to the definitions or terms used herein and defined in the Share Exchange Agreement; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. This Escrow Agreement sets forth all matters pertinent to the Escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement .

2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth herein for any and all reasonable properly documented expenses (fees and “out-of pocket” expenses) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees, provided that the Escrow Agent shall remain fully responsible for its obligations hereunder.

2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the joint written consent of the Shareholders (or their respective agents, representatives, successors, or assigns) and OTI. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority.

- 2.4. No Financial Obligation. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

3. PROVISIONS CONCERNING THE ESCROW AGENT

- 3.1. Indemnification. OTI and its respective successors and assigns shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, reasonable attorneys' fees and expenses or other professional fees and expenses (together, "Losses") which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such Losses are due to the bad faith, willful misconduct or negligence of the Escrow Agent or the breach of this Escrow Agreement by the Escrow Agent. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement. Notwithstanding the foregoing, it is hereby agreed, solely as between OTI and the Shareholders, that in case that Losses that are indemnifiable by OTI hereunder arose from a breach of a Shareholder, OTI may seek contribution against the breaching Shareholder.

Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE RESULTED FROM THE ESCROW AGENT'S BAD FAITH, NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the Shareholders and/or OTI concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent is authorized to retain the then Escrow Deposit (the "Escrow Property") until the Escrow Agent (i) receives a final decision of the applicable courts or arbitrator (a "Final Decision"), (ii) receives a written agreement executed by OTI and the Shareholders, directing delivery of any of the Escrow Property, in which event the Escrow Agent shall be authorized to act in accordance with the Final Decision or any such agreement, or (iii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Property and shall be entitled to recover reasonable, and properly documented, attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. The Escrow Agent shall be entitled to act on a Final Decision or any such agreement without further question, inquiry, or consent.

- 3.2. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to OTI and the Shareholders. OTI and the Shareholders may remove the Escrow Agent by furnishing to the Escrow Agent a written notice of OTI and both of the Shareholders notifying the Escrow Agent of its removal along with payment of all fees and expenses to which the Escrow Agent is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Deposit and to deliver the same to a successor escrow agent as shall be appointed by OTI and the Shareholders, as evidenced by a written notice of OTI and the Shareholders filed with the Escrow Agent or in accordance with a court order. If OTI and the Shareholders have failed to appoint a successor Escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon OTI and the Shareholders.
- 3.3. Compensation and Expenses. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Annex B. The fees agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement. The Escrow Agent shall invoice (i) OTI for the establishment and annual fees set forth in Annex B and (ii) to the extent such fees and expenses are applicable, the applicable Shareholder for any of the other fees and expenses (such as broker related fees) that are incurred as a result of the Escrow Agent's facilitating such Shareholder's instructions.
- 3.4. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor Escrow Agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.
- 3.5. Attachment of Escrow Deposit; Compliance with Legal Orders. In the event that any portion of the Escrow Deposit shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Deposit, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

- 3.6. Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including, without limitation, earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; loss or malfunctions of utilities, labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

4. MISCELLANEOUS

- 4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of this Escrow Agreement or any of the interests or obligations herein by any of the parties shall be binding or enforceable without the prior written consent of the non-assigning parties and the Escrow Agent (such consent not to be unreasonably withheld).
- 4.2. Notices. All notices, requests, permissions, waivers and other communications hereunder will be in writing and will be deemed to have been duly given (a) five Business Days following sending by registered or certified mail, postage prepaid, (b) when sent, if sent by facsimile or email, provided that the facsimile or email transmission is promptly confirmed by telephone, (c) when delivered, if delivered personally to the intended recipient, and (d) one Business Day following sending by overnight delivery via a national courier service and, in each case, addressed to a party at the following address for such party:

If to OTI:

Ormat Technologies, Inc.
6225 Neil Road
Reno, NV 89511-1136
Attn: Isaac Angel
Facsimile: +1 (775) 356-9039

with required copies to (which will not constitute notice):

Chadbourne & Parke LLP
1200 New Hampshire Avenue N.W.
Washington, DC 20036
Attn: Noam Ayali, Esq.
Facsimile: +1 (202) 974-5602
Email: NAYali@chadbourne.com

Chadbourne & Parke LLP
1301 Avenue of the Americas
New York, NY 10019-6022
Attn: Charles E. Hord, Esq.
Facsimile: +1 (212) 541-5369
Email: CHord@chadbourne.com

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn: William Aaronson, Esq.
Facsimile: 212-701-5397
E-mail: william.aaronson@davispolk.com

If to FIMI Shareholder:

FIMI ENRG, Limited Partnership, an Israeli limited partnership and FIMI ENRG, L.P., a Delaware limited partnership
c/o FIMI IV 2007 Ltd.
98 Yigal Alon Street
Facsimile: +972 (03) 565-2245

with required copies to (which will not constitute notice):

Naschitz Brandes Amir & Co.
5 Tuval Street
Tel-Aviv, Israel 6789717
Attn: Sharon Amir
Facsimile: +972 (03) 623-5106
Email: samir@nblaw.com

If to Bronicki Shareholder:

Bronicki Investments Ltd.
5 Brosh St.
Yavne, Israel 8151072

with required copies to (which will not constitute notice):

Gross, Kleinhendler, Hodak, Halevy, Greenberg & Co.
1 Azrieli Center
Round Building
Tel-Aviv, Israel 67021
Attn: Rona Bergman Naveh
Facsimile: +972 (03) 607-4422
Email: rona@gkh-law.com

If to the Escrow Agent:

[_____]
[_____]
Attn: [_____]
Facsimile: [_____]
Email: [_____]

with required copies to (which will not constitute notice):

[_____]

[_____]

Attn: [_____]

Facsimile: [_____]

Email: [_____]

or to such other address(es) as will be furnished in writing by any such Party to the other Party in accordance with the provisions of this Section 4.2.

- 4.3. Governing Law ; Jurisdiction . All matters arising out of or relating to this Escrow Agreement and the transactions contemplated hereby (including without limitation its interpretation, construction, performance and enforcement) shall be governed by and construed in accordance with the internal laws of the State of Israel without giving effect to conflicts of laws principles that would result in the application of the Law of any other state. The competent courts of Tel Aviv-Jaffa shall have exclusive jurisdiction with respect to any claim arising in connection with this Escrow Agreement.
- 4.4. Entire Agreement . This Escrow Agreement sets forth the entire agreement and understanding of the parties related to the subject matter hereof.
- 4.5. Amendment . This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by all of the parties hereto.
- 4.6. Waivers . The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.
- 4.7. Headings . Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.
- 4.8. Counterparts . This Escrow Agreement may be executed in multiple counterparts (any one of which need not contain the signatures of more than one party), each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Escrow Agreement, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, will be treated in all manner and respects as an original agreement and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party, the other party will re-execute original forms thereof and deliver them to the requesting party. No party will raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or other electronic means as a defense to the formation of a contract and each such party forever waives any such defense.

[The remainder of this page left intentionally blank]

IN WITNESS WHEREOF , this Escrow Agreement has been duly executed as of the date first written above.

ORMAT TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

FIMI Shareholder:

By: _____

Name: _____

Title: _____

Bronicki Shareholder:

By: _____

Name: _____

Title: _____

The Escrow Agent:

By: _____

Name: _____

Title: _____

[Signature Page to Escrow Agreement]

Annex A

<u>Shareholder</u>	<u>Number of OIL Shares</u>	<u>Number of Consideration Shares</u>
[FIMI]	[] (subject to adjustment to account for sales/purchases permitted under the applicable Voting Agreement)*	OIL Shares multiplied by the Exchange Ratio*
[Bronicki]	[] (subject to adjustment to account for sales/purchases permitted under the applicable Voting Agreement)*	OIL Shares multiplied by the Exchange Ratio*

* By way of illustration only, if Bronicki holds at Closing [] OIL Shares (i.e., no OIL Shares have been sold or purchased through that date), the number of Consideration Shares shall be [].

Annex B

Fee Schedule

[To be inserted]

Annex C

Escrow Agent – Securities Accounts

For FIMI: [To be inserted]

For Bronicki: [To be inserted]

Exhibit A

Share Exchange Agreement and Plan of Merger

[Omitted. See Exhibit 2 of this Form 8-K.]

Exhibits B1 and B2

Voting Agreements

[Omitted. See Exhibits 10.2 and 10.3 to this Form 8-K.]

Exhibits C1 and C2

Voting Neutralization Agreements

[Omitted. See Exhibits 10.4 and 10.5 to this Form 8-K.]

VOTING AND UNDERTAKING AGREEMENT

This Voting and Undertaking Agreement (this "Agreement"), dated as of November 10, 2014, is by and between Ormat Technologies, Inc., a Delaware corporation ("OTI"), and Bronicki Investments Ltd., an Israeli company (the "Shareholder"), a holder of ordinary shares, par value NIS 1.0 per ordinary share (the "OIL Ordinary Shares") of Ormat Industries Ltd., an Israeli company ("OIL"). Certain other capitalized terms used in this Agreement are defined below or in Article IV.

RECITALS

A. Concurrently with the execution of this Agreement, OIL, OTI and Ormat Systems Ltd., an Israeli company ("OSIL") are entering into a Share Exchange Agreement and Plan of Merger of even date herewith, a copy of which is attached hereto as Exhibit A (the "Share Exchange Agreement");

B. In connection with the Share Exchange Agreement, on November 9, 2014, OIL and OSIL have obtained a ruling from the Israel Tax Authority (as may be amended from time to time, the "Israeli Tax Ruling");

C. As of the date hereof, Shareholder is the record owner and beneficial owner of, and has the sole right to vote and dispose of or cause to be voted or disposed of, with respect to, in the aggregate, such number of OIL Ordinary Shares, as is indicated on the signature page of this Agreement; and

D. As a condition and inducement to its willingness to enter into the Share Exchange Agreement, OTI has required that the Shareholder enter into this Agreement and the Voting Neutralization Agreement (together, the "Voting Agreements"). In addition, the Shareholder understands and acknowledges that OTI is entitled to rely on (i) the truth and accuracy of the Shareholder's representations contained herein and (ii) the Shareholder's performance of the obligations set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the premises and the covenants and agreements set forth in this Agreement, and other good and valuable consideration the parties hereto hereby agree as follows:

I. AGREEMENT TO VOTE

1.1 Voting Agreement. (a) Shareholder hereby covenants and agrees that, prior to the Expiration Date, at any meeting (whether annual or special and whether or not an adjourned or postponed meeting) of the stockholders of OIL, however called, Shareholder will appear at the meeting or otherwise cause the Shares to be counted as present thereat for purposes of establishing a quorum and to vote or cause the Shares to be voted (i) in favor of (A) the approval and adoption of the Share Exchange Agreement and (B) the approval of the Share Exchange and the other transactions contemplated thereunder and (ii) against any resolution that would preclude fulfillment of a condition precedent under the Share Exchange Agreement to OIL's, OTI's or OSIL's obligation to consummate the Share Exchange or the other transactions contemplated thereunder.

(b) Prior to the Expiration Date, Shareholder will not enter into any agreement or understanding with any person to vote or give instructions in any manner inconsistent with any provision of this Section 1.1.

1.2 Irrevocable Proxy. Shareholder hereby irrevocably grants to and appoints Isaac Angel, Doron Blachar and Ety Rosner, in their respective capacities as officers of OTI, and any individual who shall hereafter succeed to any such office of OTI, and each of them individually, as Shareholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of Shareholder, to represent, vote and otherwise act (by voting at any meeting of stockholders of OIL) with respect to the Shares owned or held by Shareholder regarding the matters referred to in Section 1.1(a) hereof until the Expiration Date, to the same extent and with the same effect as Shareholder might or could do under applicable law, rules and regulations. The proxy granted pursuant to this Section 1.2 is coupled with an interest and shall be irrevocable until the Expiration Date. Shareholder will take such further action and will execute such other instruments as may be reasonably necessary to effectuate the intent of this proxy. Shareholder hereby revokes any and all previous proxies or powers of attorney granted with respect to any of the Shares that may have heretofore been appointed or granted with respect to the matters referred to in Section 1.1(a) hereof and no subsequent proxy (whether revocable or irrevocable) or power of attorney shall be given by Shareholder.

1.3 Transfer and Other Restrictions. (a) From and after the date hereof until the termination of this Agreement, Shareholder agrees not to, directly or indirectly:

(i) grant any proxy, power of attorney, deposit any Shares into a voting trust or enter into a voting agreement or arrangement with respect to the Shares in any manner inconsistent with any provision of Section 1.1; or

(ii) take any other action that would make any representation or warranty of Shareholder contained herein untrue or incorrect or, except as permitted by the Share Exchange Agreement, have the effect of preventing or disabling Shareholder from performing its obligations under this Agreement.

(b) To the extent that Shareholder is, as of the date hereof or becomes, prior to the Expiration Date, party to a contract or agreement that requires Shareholder to Transfer any Shares to another person or entity, Shareholder will not effect any such Transfer unless, prior to such Transfer, Shareholder causes the transferee to be bound by and to execute an agreement in the form of this Agreement with OTI with respect to the Shares to be Transferred; provided that such obligation shall not apply to the bona fide sale(s) to any Person(s) who is not an affiliate of Shareholder (and sales on the TASE will be deemed to be bona fide sales to non-affiliates) of up to 1,000,000 Shares (and the term "Shares" for all purposes herein shall mean to exclude Shares so sold).

(c) Shareholder agrees with, and covenants to, OTI that Shareholder will not request that OIL register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares, unless such transfer complies with Section 1.3(b).

II. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SHAREHOLDER

Except as expressly set forth in the applicable section of Schedule 2 hereto, Shareholder hereby represents, warrants and covenants to OTI as follows:

2.1 Authority, Enforceability. Shareholder has the legal capacity and the power and authority to enter into, execute, deliver and perform Shareholder's obligations under this Agreement and to make the representations, warranties and covenants made by Shareholder herein. This Agreement has been duly executed and delivered by Shareholder and constitutes a valid and binding obligation of Shareholder, enforceable against Shareholder in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Law affecting the enforcement of creditors' rights generally and by general equitable principles.

2.2 No Conflicts, No Defaults And Consents. The execution and delivery of this Agreement by Shareholder does not, and the performance of this Agreement by Shareholder will not: (i) conflict with or violate any order, decree or judgment applicable to Shareholder or by which Shareholder or any of Shareholder's properties, including the Shares, is bound or affected, (ii) conflict with or violate any agreement to which Shareholder is a party or is subject, including, without limitation, any voting agreement or voting trust, (iii) result in any breach of or constitute a default (with notice or lapse of time, or both) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Security Interest in or to the Shares, pursuant to any Contract to which Shareholder is a party or by which Shareholder or any of the Shares is bound or affected, (iv) require Shareholder to make any filing with or give any notice to, or obtain any approval, consent, ratification, waiver or other authorization from, any Person or any Governmental Authority in connection with the execution and delivery of this Agreement or the consummation or performance of the transactions contemplated hereby, except for filings with the Israel Securities Authority or Tel Aviv Stock Exchange and required disclosures in connection with this Agreement and the transactions contemplated hereby, (v) constitute a violation of any Law applicable to Shareholder, or (vi) render any state takeover statute or similar statute or regulation applicable to the Share Exchange or any of the other Transactions.

2.3 Shares Owned; Voting Power. As of the date hereof, Shareholder is the record owner and beneficial owner, with respect to, in the aggregate, such number of OIL Ordinary Shares, as is indicated on the signature page of this Agreement, and does not beneficially own or otherwise have the power to direct the voting with respect to, any shares of capital stock of OIL, other than such Shares. Shareholder has the sole voting power and sole power to issue instructions with respect to the matters set forth in this Agreement, sole power of disposition with respect to the dispositions contemplated by this Agreement and sole power to agree to all of the matters set forth in this Agreement, in each case, with respect to all of the Shares, with no material limitations, qualifications or restrictions on such rights, subject only to applicable securities laws and the terms of this Agreement. Except as may be deemed by virtue of its ownership of the OIL Ordinary Shares (which is being disclaimed), Shareholder is not the beneficial owner of any OTI shares of common stock.

2.4 Accuracy of Representations; Reliance. The representations and warranties contained in this Agreement are accurate in all respects as of the date of this Agreement and will be accurate in all respects at all times through the Expiration Date. Shareholder understands and acknowledges that each of OIL, OTI and OSIL is entering into the Share Exchange Agreement in reliance upon Shareholder's execution, delivery and performance of this Agreement.

2.5 Further Assurances. Shareholder agrees to execute and deliver any additional documents reasonably necessary or desirable, to carry out the purposes and intent of this Agreement.

2.6 Stockholder Capacity. Shareholder enters into this Agreement solely in its capacity as the record and beneficial owner of the Shares. Nothing contained in this Agreement will limit the rights and obligations of Shareholder, any affiliates, directors, officers or other Representatives of Shareholder, OIL or OTI in his or her capacity as a director or officer of Shareholder, OIL or OTI, and the agreements set forth herein will in no way restrict any director or officer of Shareholder, OIL or OTI in the exercise of his or her fiduciary duties as a director or officer thereof.

2.7 Limited Proxy. Shareholder will retain at all times the right to vote the Shares, in Shareholder's sole discretion, on all matters other than those set forth in Section 1.1, which are at any time or from time to time presented to OIL's Stockholders generally.

2.8 Notification of Acquisition of Shares. Shareholder hereby agrees to promptly notify OTI and OIL in writing of the number of any additional shares of OTI common stock or OIL Ordinary Shares or other shares of capital stock of OIL or OTI acquired by Shareholder or of which Shareholder becomes the beneficial owner, if any, after the date hereof and before the Expiration Date.

2.9 Additional Agreements. Shareholder hereby agrees, prior to the Expiration Date, not to take any action that would make any representation or warranty of Shareholder contained herein untrue or incorrect in any material respect or would reasonably be expected to have the effect of preventing, impeding or interfering with or adversely affecting the performance by Shareholder of its obligations under or contemplated by this Agreement.

2.10 Tax Ruling Undertaking. Shareholder hereby irrevocably undertakes to be bound by and to comply in all respects, commencing on the Tax Effective Time, with the terms and conditions of the Israeli Tax Ruling applicable to the Shareholder. Without derogating from the generality of the foregoing, Shareholder undertakes, as promptly as practicable, and in any event, no later than (i) two (2) Business Days prior to the Closing Date, to Transfer and deposit the Shares with an Israeli escrow agent acceptable to the ITA or reasonably acceptable to OTI (the "Escrow Agent") pursuant to an Escrow Agreement, substantially in the form of **Exhibit B** hereto, by and among Shareholder, FIMI, OTI and the Escrow Agent (the "Escrow Agreement"), and (ii) the Tax Effective Time, sign and deliver its counter signature of the Israeli Tax Ruling to OTI (with the express permission and authority, to deliver it to the ITA).

III. MISCELLANEOUS

3.1 Severability. The Parties agree that (a) the provisions of this Agreement will be severable in the event that for any reason whatsoever any of the provisions hereof are invalid, void or otherwise unenforceable, (b) any such invalid, void or otherwise unenforceable provisions will be replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable, and (c) the remaining provisions will remain valid and enforceable to the fullest extent permitted by applicable Law.

3.2 Amendments and Waivers. (a) This Agreement may be amended and any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding upon a Party only if such amendment or waiver is set forth in a writing executed by such Party. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.

(b) No delay or failure in exercising any right, power or remedy hereunder will affect or operate as a waiver thereof; nor will any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or remedy preclude any further exercise thereof or of any other right, power or remedy. The rights and remedies hereunder are cumulative and not exclusive of any rights or remedies that any Party hereto would otherwise have. Any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement or any such waiver of any provision of this Agreement must satisfy the conditions set forth in Section 3.2(a) and will be effective only to the extent in such writing specifically set forth.

3.3 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and does not confer on third parties any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to this Agreement.

3.4 Entire Agreement. The Voting Agreements constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and will supersede all prior negotiations, agreements and understandings of the Parties of any nature, whether oral or written, with respect to such subject matter.

3.5 Assignment. Other than as expressly provided herein, no Party may assign its rights or delegate its duties under this Agreement without the written consent of the other Parties. Except as provided in the preceding sentence, any attempted assignment or delegation will be void.

3.6 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) The validity, interpretation and enforcement of this Agreement will be governed by the Laws of the State of Delaware, without regard to the conflict of law principles thereof that would result in the application of the Laws of another jurisdiction; provided, however, that (i) matters involving the internal corporate affairs of OIL or OSIL shall be governed by the laws of the State of Israel and (ii) provisions relating to the Court Approval or the Merger that are required under Israeli law to be governed by Israeli law will be so governed.

(b) By execution and delivery of this Agreement, each Party irrevocably (i) submits and consents to the personal jurisdiction of the state and federal courts of the State of Delaware for itself and in respect of its property in the event that any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iii) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated hereunder in any other court. Each of the Parties irrevocably and unconditionally waives (and agrees not to plead or claim) any objection to the laying of venue of any dispute arising out of this Agreement or any of the transactions contemplated hereunder in the state and federal courts of the State of Delaware, or that any such dispute brought in any such court has been brought in an inconvenient or improper forum. The Parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.6(c).

3.7 Notices. All notices, requests, permissions, waivers and other communications hereunder will be in writing and will be deemed to have been duly given (a) five Business Days following sending by registered or certified mail, postage prepaid, (b) when sent, if sent by facsimile or email, provided that the facsimile or email transmission is promptly confirmed by telephone, (c) when delivered, if delivered personally to the intended recipient, and (d) one Business Day following sending by overnight delivery via a national courier service and, in each case, addressed to a Party at the following address for such Party:

If to OTI:

Ormat Technologies, Inc.
6225 Neil Road
Reno, NV 89511-1136
Attn: Isaac Angel
Facsimile: +1 (775) 356-9039

with required copies to (which will not constitute notice):

Chadbourne & Parke LLP
1200 New Hampshire Avenue N.W.
Washington, DC 20036
Attn: Noam Ayali, Esq.
Facsimile: +1 (202) 974-5602
Email: NAYali@chadbourne.com

Chadbourne & Parke LLP
1301 Avenue of the Americas
New York, NY 10019-6022
Attn: Charles E. Hord, Esq.
Facsimile: +1 (212) 541-5369
Email: CHord@chadbourne.com

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn: William Aaronson, Esq.
Facsimile: 212-701-5397
E-mail: william.aaronson@davispolk.com

If to Shareholder :

Bronicki Investments Ltd.
5 Brosh St.
Yavne, Israel 8151072

with required copies to (which will not constitute notice):

Gross, Kleinhendler, Hodak, Halevy, Greenberg & Co.
1 Azrieli Center
Round Building
Tel-Aviv, Israel 67021
Attn: Rona Bergman Naveh
Facsimile: +972 (03) 607-4422
Email: rona@gkh-law.com

or to such other address(es) as will be furnished in writing by any such Party to the other Party in accordance with the provisions of this Section 3.7.

3.8 Specific Performance. The Parties hereby acknowledge and agree that the failure of any Party to perform its agreements and covenants hereunder, including its failure to take all actions as are necessary on its part to the consummation of the Transactions, will cause irreparable injury to the other Parties for which damages, even if available, will not be an adequate remedy. Accordingly, each Party hereby consents to the issuance of injunctive relief by any court of competent jurisdiction to compel performance of such Party's obligations and to the granting by any court of the remedy of specific performance of its obligations hereunder.

3.9 Counterparts. This Agreement may be executed in multiple counterparts (any one of which need not contain the signatures of more than one Party), each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Agreement, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, will be treated in all manner and respects as an original agreement and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party, the other Party will re-execute original forms thereof and deliver them to the requesting Party. No Party will raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or other electronic means as a defense to the formation of a Contract and each such Party forever waives any such defense.

3.10 Interpretation. The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Agreement. The use of the words "include" or "including" in this Agreement will be by way of example rather than by limitation. The use of the words "or," "either" or "any" will not be exclusive. The Parties have participated collectively in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

3.11 Termination. This Agreement will be terminated and will be of no further force and effect upon the Expiration Date, except that (i) Section 2.5 and this Article III will survive any termination and (ii) if the Share Exchange Effective Time occurs, the Shareholder's undertakings under Section 2.10 shall continue in full force and effect.

3.12 Fees And Expenses. All costs and expenses incurred in connection with this Agreement will be paid by the Party incurring such expenses.

3.13 Nonsurvival Of Representations And Warranties. None of the representations and warranties in this Agreement or in any exhibit, instrument or other document delivered pursuant to this Agreement will survive the Expiration Date; provided, however, that the termination of this Agreement will not relieve any Party from any liability for any breach of representations and warranties in this Agreement that has occurred prior to the termination of this Agreement as provided for in Section 4.11.

3.14 Legends. If not in book-entry form, any stock certificates representing the OTI Common Stock will at the request of OTI reflect this Agreement.

IV. DEFINITIONS

Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Share Exchange Agreement. For purposes of this Agreement, the following terms, when utilized in a capitalized form, will have the following meanings:

“Beneficially own” or “beneficial ownership” or “beneficially owned,” with respect to any securities, means having “beneficial ownership” of such securities as determined pursuant to Rule 13d-3 under the Exchange Act, including pursuant to any Contract. A “beneficial owner” is a Person who beneficially owns securities.

“Expiration Date” means the earliest to occur of (a) the Share Exchange Effective Time, (b) the termination of the Share Exchange Agreement in accordance with its terms, (c) 11:59 pm (IL time) on December 31, 2014 if the Tax Effective Time shall have not occurred until then, and (d) unless otherwise agreed between the parties, on 11:59 pm (IL time) on November 30, 2014, if, until such time, ITA has not issued a written clarification in the form shared between the Parties on the date of this Agreement or in a similar form reasonably satisfactory to the Shareholder.

“Parties” means Shareholder and OTI.

“Shareholder Rights Agreement” means the Shareholders Agreement, dated March, 2012, by and between Shareholder and FIMI as shall be amended effective as of the Closing by the Amended and Restated Shareholders Agreement, dated November 10, 2014, a true and correct copy of which has been provided to OTI.

“Shares” means all issued and outstanding OIL Ordinary Shares beneficially owned by Shareholder on the date hereof and any such shares Shareholder becomes the record or beneficial owner of after the execution of this Agreement and prior to the Expiration Date to the same extent as if they constituted Shares on the date hereof.

“Tax Effective Time” means the later of the dates on which the OTI Stockholder Approval and the Section 350 Voting Approval (for the OIL shareholders) are obtained.

“Transfer” with respect to any security means to directly or indirectly (a) sell, pledge, encumber, transfer or dispose of, or grant an option with respect to, such security or any interest in such security or (b) enter into an agreement or commitment providing for the sale, pledge, encumbrance, transfer or disposition of, or grant of an option with respect to, such security or any interest therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

ORMAT TECHNOLOGIES, INC.

By: /s/ Doron Blachar / Isaac Angel

Name: Doron Blachar / Isaac Angel

Title: Chief Financial Officer / Chief Executive Officer

BRONICKI INVESTMENTS LTD.

By: /s/ Y. Bronicki

Name: Yehudit Bronicki

Title: Director

Shares beneficially owned:

17,563,442 OIL Ordinary Shares (excluding any shares that may be beneficially held by virtue of the Shareholder Rights Agreement)

To the fullest extent required under the Shareholder Rights Agreement, the undersigned consents to the execution and performance of this Agreement by Shareholder:

FIMI ENRG, LIMITED PARTNERSHIP

By: **FIMI IV 2007 LTD., its General Partner**

/s/ Beck Gillon

Name: Beck Gillon

Title: Director

FIMI ENRG L.P.

By: **FIMI IV 2007 LTD., its General Partner**

/s/ Beck Gillon

Name: Beck Gillon

Title: Director

[Signature Page to the Bronicki Voting and Undertaking Agreement]

Exhibit A

Share Exchange Agreement and Plan of Merger

[Omitted. See Exhibit 2 to this Form 8-K.]

Exhibit B

Form of Escrow Agreement

**EXHIBIT B TO VOTING AGREEMENT
FORM OF ESCROW AGREEMENT**

This Escrow Agreement, dated as of [●], 2015 (this “Escrow Agreement” or this “Agreement”), is entered into by and among (i) Ormat Technologies, Inc., a Delaware corporation (“OTI”); (ii) those holders of ordinary shares, par value NIS 1.0 per ordinary share (the “OIL Ordinary Shares”), of Ormat Industries Ltd., an Israeli company (“OIL”), listed on Annex A attached hereto (the “OIL Shares”); and (iii) [●], as the escrow agent (the “Escrow Agent”). Terms capitalized but not defined herein shall have the meaning ascribed to them in the Share Exchange Agreement (as defined below). For purposes hereof, “Bronicki Shareholder” means the Bronicki Investments Ltd., “FIMI Shareholder” means FIMI ENRG, Limited Partnership, an Israeli limited partnership, and FIMI ENRG, L.P., a Delaware limited partnership and “Shareholders” means the Bronicki Shareholder and the FIMI Shareholder.

WHEREAS, on November 10, 2014, (i) OIL, OTI and Ormat Systems Ltd., an Israeli company (“OSIL”), have entered into a Share Exchange Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit A (as may be amended from time to time, the “Share Exchange Agreement”) and (ii) OTI and the Shareholders entered into (A) the Voting and Undertaking Agreements, copies of which are attached hereto as Exhibits B1 and B2 (the “Voting Agreements”) and (B) the Voting Neutralization Agreements, copies of which are attached hereto as Exhibits C1 and C2 (the “Voting Neutralization Agreements”) and, together with the Voting Agreement, the “Shareholders Voting Agreements”);

WHEREAS, pursuant to the Voting Agreements, the OIL Shares held by the Shareholders immediately prior to the date hereof (the “Shares”) will be deposited in escrow in accordance with this Agreement on the date hereof;

WHEREAS, pursuant to the Share Exchange Agreement, the Shares will be exchanged for that number of shares of OTI Common Stock set forth in Annex A (the “Consideration Shares”);

WHEREAS, in connection with the Share Exchange Agreement, on November 9, 2014, OIL and OSIL have obtained a ruling from the Israel Tax Authority (as may be amended from time to time, the “Israeli Tax Ruling”); and

WHEREAS, the parties wish that the Escrow Agent shall act as the escrow agent with respect to the requirements of the Tax Ordinance and the Israeli Tax Ruling.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. APPOINTMENT OF ESCROW AGENT; ESCROW DEPOSITS

- 1.1. Appointment of Escrow Agent. Each of OTI and the Shareholders hereby appoints the Escrow Agent as escrow agent, and the Escrow Agent hereby agrees to assume and perform the duties of the escrow agent pursuant to this Escrow Agreement.
 - 1.2. The Escrow Deposit
 - 1.2.1. On the date hereof, Shareholders have caused the Shares to be transferred to the separate securities accounts of the Escrow Agent set forth in Annex C attached hereto (together with any dividends thereon, the “Escrow Deposit”).
 - 1.2.2. The parties acknowledge that once the Consideration Shares are issued pursuant to the Share Exchange Agreement and remitted to the Escrow Deposit in accordance with its terms, such Consideration Shares (including any dividends thereon) shall be considered part of the Escrow Deposit.
-

1.3. Compliance with Israeli Tax Ruling. The Escrow Agent shall act with respect to the Escrow Deposit in accordance with the provisions of the Israeli Tax Ruling and shall hold the Consideration Shares in trust for the benefit of the Shareholders, all pursuant to the Israeli Tax Ruling, and the Escrow Agent is hereby irrevocably instructed to perform such actions as required to allow Shareholders to comply with the provisions of the Israeli Tax Ruling. Without derogating from the generality of the foregoing, the Escrow Agent acknowledges that:

1.3.1 Unless approved by OTI by a majority of the directors not affiliated or associated with a Shareholder (as evidenced by a written notice of OTI), such Shareholder is not allowed to sell more than 10% of the number of Consideration Shares (the "Shareholder's Maximum Number") set forth next to its name in Annex A during the period terminating on December 31, 2016; provided, however, that with the written consent of the other Shareholder, a Shareholder may sell more than the Shareholder's Maximum Number as long as the aggregate number of shares sold by all Shareholders does not exceed 10% of the number of Consideration Shares of all such Shareholders collectively; and

1.3.3 From the Tax Effective Time (as defined in the Voting Agreements) and until the end of the period set forth in the Israeli Tax Ruling (the "Dividend Restriction Period"), any dividends which will be distributed to the Shareholders with respect to the Consideration Shares shall be treated in accordance with the Israeli Tax Ruling and following the withholding of taxes, distributed to the Shareholders.

Notwithstanding anything to the contrary herein, to the extent that the Escrow Agent is not certain as to the compliance of any proposed action with the Israeli Tax Ruling, it may take such action upon the prior written confirmation of the Shareholders and OTI.

1.4. Withholding Tax and Reporting. The Escrow Agent agrees to comply with all applicable requirements under applicable tax laws (including the Israeli Tax Ruling) and, to the extent requested by Shareholder, to file the appropriate tax information with the relevant Governmental Authorities and remit withholding tax, if applicable, to such Governmental Authorities with respect to the Escrow Deposit.

1.5. Voting.

Subject to the Shareholder Voting Agreements (for as long as any is applicable), the Shareholders shall have the full discretion and right to the exercise any and all of the voting rights pertaining to the Consideration Shares (and any stock dividend thereon), and the Escrow Agent shall establish the Shareholders as the recipient for all proxy voting materials for their Consideration Shares and vote the Consideration Shares solely in accordance with the written instructions of the Shareholders.

1.6. Release of the Escrow Deposit.

For the avoidance of doubt, subject to (i) Sections 1.3 – 1.5, (ii) the Shareholders Voting Agreements (for as long as any is applicable), the Escrow Agent may take the following actions:

1.6.1. Dividends – Distribute dividends to the Shareholders; and

1.6.2. Transfer and Sale of Consideration Shares – Transfer and/or sell the Consideration Shares in accordance with the Shareholder's instructions.

1.7. Termination.

1.7.1. This Escrow Agreement shall terminate immediately following the earlier of (i) termination of the Share Exchange Agreement in accordance with its terms, (ii) the release of all of the Consideration Shares to the Shareholders in accordance with this Agreement, and (iii) the Dividend Restriction Period (unless, prior thereto, all of the Consideration Shares have been released to the Shareholders or sold in accordance with this Agreement), and this Escrow Agreement shall be of no further force and effect, except that the provisions of Section 3 hereof shall survive termination.

1.7.2. Notwithstanding the foregoing, it is hereby agreed between OTI and the Shareholders that the Consideration Shares will be released to Shareholders promptly after the end of the Share Restriction Period; at which time OTI and Shareholders shall implement a reasonable alternative mechanism to ensure the deposit of dividends with the Escrow Agent during the Dividend Restriction Period. For this purpose, the “ Share Restrictions Period ” means the period terminating on December 31, 2016.

2. DUTIES OF THE ESCROW AGENT

2.1. Scope of Responsibility. The Escrow Agent, by executing this Escrow Agreement, agrees to hold and distribute the Escrow Deposit in accordance with the terms of this Escrow Agreement. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any other party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement (including the Share Exchange Agreement, other than specific references to certain sections), instrument, or document other than this Escrow Agreement and the Israeli Tax Ruling, whether or not an original or a copy of such agreement has been provided to the Escrow Agent, except with respect to the definitions or terms used herein and defined in the Share Exchange Agreement; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. This Escrow Agreement sets forth all matters pertinent to the Escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement .

2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth herein for any and all reasonable properly documented expenses (fees and “out-of pocket” expenses) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees, provided that the Escrow Agent shall remain fully responsible for its obligations hereunder.

2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the joint written consent of the Shareholders (or their respective agents, representatives, successors, or assigns) and OTI. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority.

- 2.4. No Financial Obligation. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

3. PROVISIONS CONCERNING THE ESCROW AGENT

- 3.1. Indemnification. OTI and its respective successors and assigns shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, reasonable attorneys' fees and expenses or other professional fees and expenses (together, "Losses") which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such Losses are due to the bad faith, willful misconduct or negligence of the Escrow Agent or the breach of this Escrow Agreement by the Escrow Agent. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement. Notwithstanding the foregoing, it is hereby agreed, solely as between OTI and the Shareholders, that in case that Losses that are indemnifiable by OTI hereunder arose from a breach of a Shareholder, OTI may seek contribution against the breaching Shareholder.

Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE RESULTED FROM THE ESCROW AGENT'S BAD FAITH, NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the Shareholders and/or OTI concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent is authorized to retain the then Escrow Deposit (the "Escrow Property") until the Escrow Agent (i) receives a final decision of the applicable courts or arbitrator (a "Final Decision"), (ii) receives a written agreement executed by OTI and the Shareholders, directing delivery of any of the Escrow Property, in which even t the Escrow Agent shall be authorized to act in accordance with the Final Decision or any such agreement, or (iii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Property and shall be entitled to recover reasonable, and properly documented, attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. The Escrow Agent shall be entitled to act on a Final Decision or any such agreement without further question, inquiry, or consent.

- 3.2. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to OTI and the Shareholders. OTI and the Shareholders may remove the Escrow Agent by furnishing to the Escrow Agent a written notice of OTI and both of the Shareholders notifying the Escrow Agent of its removal along with payment of all fees and expenses to which the Escrow Agent is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Deposit and to deliver the same to a successor escrow agent as shall be appointed by OTI and the Shareholders, as evidenced by a written notice of OTI and the Shareholders filed with the Escrow Agent or in accordance with a court order. If OTI and the Shareholders have failed to appoint a successor Escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon OTI and the Shareholders.
- 3.3. Compensation and Expenses. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Annex B. The fees agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement. The Escrow Agent shall invoice (i) OTI for the establishment and annual fees set forth in Annex B and (ii) to the extent such fees and expenses are applicable, the applicable Shareholder for any of the other fees and expenses (such as broker related fees) that are incurred as a result of the Escrow Agent's facilitating such Shareholder's instructions.
- 3.4. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor Escrow Agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.
- 3.5. Attachment of Escrow Deposit; Compliance with Legal Orders. In the event that any portion of the Escrow Deposit shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Deposit, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

- 3.6. Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including, without limitation, earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; loss or malfunctions of utilities, labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

4. MISCELLANEOUS

- 4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of this Escrow Agreement or any of the interests or obligations herein by any of the parties shall be binding or enforceable without the prior written consent of the non-assigning parties and the Escrow Agent (such consent not to be unreasonably withheld).
- 4.2. Notices. All notices, requests, permissions, waivers and other communications hereunder will be in writing and will be deemed to have been duly given (a) five Business Days following sending by registered or certified mail, postage prepaid, (b) when sent, if sent by facsimile or email, provided that the facsimile or email transmission is promptly confirmed by telephone, (c) when delivered, if delivered personally to the intended recipient, and (d) one Business Day following sending by overnight delivery via a national courier service and, in each case, addressed to a party at the following address for such party:

If to OTI:

Ormat Technologies, Inc.
6225 Neil Road
Reno, NV 89511-1136
Attn: Isaac Angel
Facsimile: +1 (775) 356-9039

with required copies to (which will not constitute notice):

Chadbourne & Parke LLP
1200 New Hampshire Avenue N.W.
Washington, DC 20036
Attn: Noam Ayali, Esq.
Facsimile: +1 (202) 974-5602
Email: NAYali@chadbourne.com

Chadbourne & Parke LLP
1301 Avenue of the Americas
New York, NY 10019-6022
Attn: Charles E. Hord, Esq.
Facsimile: +1 (212) 541-5369
Email: CHord@chadbourne.com

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn: William Aaronson, Esq.
Facsimile: 212-701-5397
E-mail: william.aaronson@davispolk.com

If to FIMI Shareholder:

FIMI ENRG, Limited Partnership, an Israeli limited partnership and FIMI ENRG, L.P., a Delaware limited partnership
c/o FIMI IV 2007 Ltd.
98 Yigal Alon Street
Facsimile: +972 (03) 565-2245

with required copies to (which will not constitute notice):

Naschitz Brandes Amir & Co.
5 Tuval Street
Tel-Aviv, Israel 6789717
Attn: Sharon Amir
Facsimile: +972 (03) 623-5106
Email: samir@nblaw.com

If to Bronicki Shareholder:

Bronicki Investments Ltd.
5 Brosh St.
Yavne, Israel 8151072

with required copies to (which will not constitute notice):

Gross, Kleinhendler, Hodak, Halevy, Greenberg & Co.
1 Azrieli Center
Round Building
Tel-Aviv, Israel 67021
Attn: Rona Bergman Naveh
Facsimile: +972 (03) 607-4422
Email: rona@gkh-law.com

If to the Escrow Agent:

[_____]
[_____]
Attn: [_____]
Facsimile: [_____]
Email: [_____]

with required copies to (which will not constitute notice):

[_____]

[_____]

Attn: [_____]

Facsimile: [_____]

Email: [_____]

or to such other address(es) as will be furnished in writing by any such Party to the other Party in accordance with the provisions of this Section 4.2.

- 4.3. Governing Law ; Jurisdiction . All matters arising out of or relating to this Escrow Agreement and the transactions contemplated hereby (including without limitation its interpretation, construction, performance and enforcement) shall be governed by and construed in accordance with the internal laws of the State of Israel without giving effect to conflicts of laws principles that would result in the application of the Law of any other state. The competent courts of Tel Aviv-Jaffa shall have exclusive jurisdiction with respect to any claim arising in connection with this Escrow Agreement.
- 4.4. Entire Agreement . This Escrow Agreement sets forth the entire agreement and understanding of the parties related to the subject matter hereof.
- 4.5. Amendment . This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by all of the parties hereto.
- 4.6. Waivers . The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.
- 4.7. Headings . Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.
- 4.8. Counterparts . This Escrow Agreement may be executed in multiple counterparts (any one of which need not contain the signatures of more than one party), each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Escrow Agreement, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, will be treated in all manner and respects as an original agreement and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party, the other party will re-execute original forms thereof and deliver them to the requesting party. No party will raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or other electronic means as a defense to the formation of a contract and each such party forever waives any such defense.

[The remainder of this page left intentionally blank]

IN WITNESS WHEREOF , this Escrow Agreement has been duly executed as of the date first written above.

ORMAT TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

FIMI Shareholder:

By: _____

Name: _____

Title: _____

Bronicki Shareholder:

By: _____

Name: _____

Title: _____

The Escrow Agent:

By: _____

Name: _____

Title: _____

[Signature Page to Escrow Agreement]

Annex A

<u>Shareholder</u>	<u>Number of OIL Shares</u>	<u>Number of Consideration Shares</u>
[FIMI]	[] (subject to adjustment to account for sales/purchases permitted under the applicable Voting Agreement)*	OIL Shares multiplied by the Exchange Ratio*
[Bronicki]	[] (subject to adjustment to account for sales/purchases permitted under the applicable Voting Agreement)*	OIL Shares multiplied by the Exchange Ratio*

* By way of illustration only, if Bronicki holds at Closing [] OIL Shares (i.e., no OIL Shares have been sold or purchased through that date), the number of Consideration Shares shall be [].

Annex B

Fee Schedule

[To be inserted]

Annex C

Escrow Agent – Securities Accounts

For FIMI: [To be inserted]

For Bronicki: [To be inserted]

Exhibit A

Share Exchange Agreement and Plan of Merger

[Omitted. See Exhibit 2 of this Form 8-K.]

Exhibits B1 and B2

Voting Agreements

[Omitted. See Exhibits 10.2 and 10.3 to this Form 8-K.]

Exhibits C1 and C2

Voting Neutralization Agreements

[Omitted. See Exhibits 10.4 and 10.5 to this Form 8-K.]

VOTING NEUTRALIZATION AGREEMENT
(the “ **Agreement** ”)

AGREEMENT dated as of November 10, 2014 among Ormat Technologies, Inc., a Delaware corporation (the “ **Corporation** ”), and FIMI ENRG, Limited Partnership, an Israeli limited partnership, and FIMI ENRG, L.P., a Delaware limited partnership (the “ **Stockholder** ”).

WITNESSETH :

WHEREAS, pursuant to the Share Exchange Agreement and Plan of Merger dated as of November 10, 2014 by and among Ormat Industries, Ltd., an Israeli corporation, the Corporation and Ormat Systems, Ltd., an Israeli company and a wholly-owned subsidiary of the Corporation (the “ **Share Exchange Agreement** ”), the Stockholder will receive Voting Securities (as defined below) in exchange for its outstanding shares in Ormat Industries, Ltd.; and

WHEREAS, the parties hereto desire to enter into this Agreement to establish, effective as of and subject to the Closing (as defined in the Share Exchange Agreement), certain arrangements with respect to the Voting Securities owned by the Stockholder and its Affiliates following the Closing as well as restrictions on certain activities in respect of such Voting Securities.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

Section 1 . *Definitions* . The following terms, as used herein, have the following meanings:

“ **Affiliate** ” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person; *provided* that no securityholder of the Corporation shall be deemed an Affiliate of the Corporation or any of its Subsidiaries or any other securityholder solely by reason of any investment in the Corporation or such securityholder’s beneficial ownership of Voting Securities. For the purpose of this definition, the term “ **control** ” (including, with correlative meanings, the terms “ **controlling** ”, “ **controlled by** ” and “ **under common control with** ”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“ **beneficial ownership** ” and “ **beneficially own** ” shall be determined in accordance with Rules 13d-3 and 13d-5 under the Exchange Act.

“ **Commission** ” means the United States Securities and Exchange Commission or any successor agency of the United States government administering the Securities Act.

“ **Exchange Act** ” means the Securities Exchange Act of 1934, as amended, and any similar or successor federal statute, and the rules and regulations of the Commission promulgated thereunder, as in effect at the time.

“ **Person** ” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including, without limitation, any transnational, domestic or foreign federal, state or local, governmental, regulatory or administrative (including social security) authority, department, court, agency or official, including any political subdivision thereof.

“ **Securities Act** ” means the Securities Act of 1933, as amended, or any successor federal statute, together with the rules and regulations of the Commission promulgated thereunder, as in effect at the time.

“ **Total Voting Power** ” means the aggregate number of votes which may be cast by holders of outstanding Voting Securities.

“ **Transfer** ” means, with respect to any Voting Securities, (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer (whether by operation of law, a distribution in kind or otherwise and whether with or without consideration) such Voting Securities or any economic participation or interest therein, whether directly or indirectly, or agree or commit to do any of the foregoing and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation or other transfer (whether by operation of law, a distribution in kind or otherwise and whether with or without consideration) of such Voting Securities or any participation or interest therein or any agreement or commitment to do any of the foregoing. For purposes of this Agreement, the term Transfer shall include the sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation or other transfer (whether by operation of law, a distribution in kind or otherwise and whether with or without consideration) of an Affiliate of the Stockholder or the Stockholder’s interest in an Affiliate that beneficially owns Voting Securities unless the Stockholder retains beneficial ownership of such Voting Securities following such transaction.

“ **Voting Securities** ” means all securities of the Corporation entitled, in the ordinary course, to vote in the election of directors of the Corporation.

Section 2. *Permitted Acquisitions* . The Stockholder agrees that for so long as this Agreement remains in effect with respect to the Stockholder, it will not, and will cause its Affiliates not to, directly or indirectly, without the Corporation’s prior written consent acquire or agree to acquire (whether by purchase, through the acquisition of control of another Person, through the use of a derivative instrument or voting agreement or otherwise), any Voting Securities if, after such acquisition, the Stockholder, together with its Affiliates, would beneficially own Voting Securities representing in the aggregate more than 20% of the Total Voting Power.

Section 3. *Voting Neutralization* . The Stockholder agrees that at any time any action is to be taken by the Corporation’s stockholders (at a stockholders meeting, by written consent in lieu thereof or otherwise), the Stockholder shall vote or cause to be voted all Voting Securities owned by the Stockholder in the aggregate in excess of 16% of the Total Voting Power in proportion to votes cast by all the Corporation’s holders of Voting Securities other than the Stockholder and Bronicki Investment Ltd. (“Bronicki”). The Stockholder shall cause all Voting Securities owned by the Stockholder to be represented, in person or by proxy, at all meetings of holders of Voting Securities of which the Stockholder has actual notice, so that such Voting Securities may be counted for the purpose of determining the presence of a quorum at such meetings. Upon the written request of the Corporation, the Stockholder will execute and deliver, or cause to be executed and delivered, to the Company a proxy in the form attached hereto as Exhibit A in order to give effect to this Section 3.

Section 4 *Transfers* .

(a) Prior to January 1, 2017, the Stockholder may not, without the approval of the Corporation determined by a majority of the directors not affiliated or associated with the Stockholder, sell Voting Securities that, taken together with the Voting Securities sold by Bronicki after the Closing, represent more than 10% of all Voting Securities owned in the aggregate by the Stockholder and Bronicki as of the Closing, regardless of any other agreement, ruling or other document that would otherwise permit such sale. Following January 1, 2017, the Stockholder shall not be restricted from making sales of Voting Securities but shall not extend any shareholders' agreement with Bronicki (which will terminate on May 22, 2017) and shall not act in concert with Bronicki for the purpose of selling Voting Securities. Notwithstanding the foregoing, following January 1, 2017, the Stockholder may act in concert with Bronicki to sell Voting Securities if the Stockholder provides the Corporation with at least 20 days' prior written notice (the "**Notice**"). The Corporation's response to the Notice shall be determined by a majority of the directors not affiliated or associated with the Stockholder.

(b) The provisions of Section 4(a) shall not apply to sales of Voting Securities: (i) in any public market, (ii) by means of a prospectus included in any registration statement filed or to be filed by the Corporation with the Commission, (iii) as part of a merger or other acquisition of the Corporation approved by the Corporation's Board of Directors, or (iv) through a public tender offer; *provided* that the Stockholder may not intentionally sell Voting Securities pursuant to Section 4(b)(i) to a single buyer or group (within the meaning of Rule 13d-3 under the Exchange Act).

(c) For the purposes of this Section 4, the parties hereto acknowledge and agree that the Stockholder and Bronicki shall not be deemed to be acting in concert solely due to the existence of: (i) any tax escrow agreement, (ii) this Agreement or (iii) any agreement between the Corporation and Bronicki in a form substantially similar to this Agreement.

Section 5 *Ownership Information* . The Stockholder shall provide to the Corporation such information at any time as the Corporation may reasonably request concerning the Stockholder's beneficial ownership of Voting Securities as of such time, together with the names of the direct owners of such Voting Securities.

Section 6. *Registration Rights*. At the request of the Stockholder, at and subject to the Closing, the Corporation and the Stockholder shall enter into a Registration Rights Agreement, substantially in the form of Exhibit B (the "**RRA**"). Any and all provisions of the RRA shall be subject to the terms and conditions of this Agreement in all respects, and in the event of any inconsistency between the terms or conditions of this Agreement and the terms and conditions of the RRA, the terms and conditions of this Agreement shall prevail .

Section 7 *Termination* .

(a) This Agreement (other than Sections 7 through Section 16) shall terminate upon the earliest of (a) the termination of the Share Exchange Agreement pursuant to its terms (i.e., prior to the consummation of the transactions set forth therein), (b) other than with respect to Section 6 hereof, the written agreement of the Corporation (acting at the direction of a majority of the directors not affiliated or associated with any of the Stockholder) to terminate this Agreement and (c) the dissolution, liquidation or winding up of the Corporation.

(b) This Agreement (other than Sections 7 through 16) shall terminate three months after the Stockholder, together with its Affiliates, beneficially owns Voting Securities representing less than 6% of the aggregate Total Voting Power (continuously for such three-month period).

Section 8 *Amendments; No Waivers*. (a) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is (i) in writing and (ii) signed, in the case of an amendment, by the Stockholder and the Corporation (acting at the direction of a majority of the directors not affiliated or associated with the Stockholder), or in the case of a waiver, by the party against whom the waiver is to be effective (provided that any waiver by the Corporation shall be made only with the approval of a majority of the directors not affiliated or associated with the Stockholder).

(b) No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 9. *Successors and Assigns* . This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

Section 10. *Counterparts; Effectiveness* . This Agreement may be executed in one or more counterparts. Each shall be deemed an original, but together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic mail. Any signatures delivered by means of facsimile or electronic mail shall have the same legal effect as manual signatures.

Section 11. *Entire Agreement* . This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect thereto. No representation, inducement, promise, understanding, condition or warranty not set forth herein or therein has been made or relied upon by any of the parties hereto.

Section 12. *Severability* . If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 13. *Specific Performance* . The Corporation and the Stockholder agree that the Corporation would be irreparably injured by a breach of this Agreement by the Stockholder and its Affiliates and that, in the event of a breach or threatened breach, the Corporation shall be entitled, in addition to any and all other remedies, to injunctive relief and specific performance without the necessity of providing any bond or other security, and the Stockholder hereby irrevocably consents to such relief.

Section 14. *Governing Law* . This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to principles of conflict or choice of laws.

Section 15. *Jurisdiction* . This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to principles of conflict or choice of laws. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the Delaware Chancery Court (or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court), and the parties hereby irrevocably consent to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this agreement or the transactions contemplated hereby and irrevocably waive to the fullest extent permitted by law, any objection that the parties may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. The parties agree that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon you and may be enforced in any other courts to whose jurisdiction you are or may be subject by suit upon such judgment.

Section 16. *WAIVER OF JURY TRIAL* . THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ORMAT TECHNOLOGIES, INC.

By: /s/ Doron Blachar / Isaac Angel
Name: Doron Blachar / Isaac Angel
Title: Chief Financial Officer / Chief Executive Officer

FIMI ENRG, LIMITED PARTNERSHIP

/s/ Beck Gillon
By: **FIMI IV 2007 LTD., its General Partner**
Name: Beck Gillon
Title: Director

FIMI ENRG L.P.

By: FIMI IV 2007 LTD., its General Partner
/s/ Beck Gillon
Name: Beck Gillon
Title: Director

[*Signature page to the Voting Neutralization Agreement*]

FORM OF IRREVOCABLE PROXY

This proxy is required by the terms and conditions of that certain Voting Neutralization Agreement (as amended from time to time, the “**Agreement**”) of even date herewith by and among Ormat Technologies, Inc., a Delaware corporation (the “**Corporation**”), and the undersigned Stockholder (the “**Stockholder**”) and is given in consideration therefor. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

The Stockholder hereby revokes any previous proxies and appoints the Corporation, and any individual who shall be designated by Corporation, with full power of substitution and resubstitution as attorney-in-fact, agent and proxy of the undersigned, with respect to any action taken by Corporation’s stockholders (at a stockholders meeting, by written consent in lieu thereof or otherwise), to vote: (a) all Voting Securities owned by the Stockholder equal to or less than 16% of the Total Voting Power as directed by the Stockholder and (b) all Voting Securities owned by the Stockholder in excess of 16% of the Total Voting Power, if any, in proportion to the votes and abstentions, as applicable, cast or made in connection with such action with respect to all Voting Securities other than those beneficially owned by (a) any Person constituting a “Stockholder” under the Agreement and its Affiliates and (b) Bronicki Investments Ltd.

This proxy shall remain valid and binding and be of full force and effect, and shall not expire, until the termination of the Agreement.

THIS PROXY IS IRREVOCABLE, it being understood and agreed that this proxy is coupled with an interest in Corporation.

IN WITNESS WHEREOF, the undersigned has executed this proxy this ___ day of _____, 20__.

STOCKHOLDER :

[STOCKHOLDER]

By:

Name:

Title:

[*Signature page to Irrevocable Proxy*]

**FORM OF
REGISTRATION RIGHTS AGREEMENT**

THIS REGISTRATION RIGHTS AGREEMENT, dated as of [•], 2015 (this “ **Agreement** ”), by and among Ormat Technologies, Inc., a Delaware corporation (the “ **Company** ”), Bronicki Investments Ltd. (“ **Bronicki** ”) and FIMI ENRG, Limited Partnership, an Israeli limited partnership, and FIMI ENRG, L.P., a Delaware limited partnership (“ **FIMI** ”) (Bronicki and FIMI each, a “ **Stockholder** ” and collectively, the “ **Stockholders** ”).

WITNESSETH:

WHEREAS, the Stockholders are the holders of outstanding Common Stock (as defined below);

WHEREAS, the parties hereto desire to enter into this Agreement which sets forth the registration rights, and certain other related covenants, applicable to the shares of Common Stock that are held from time to time by the Stockholders.

NOW, THEREFORE, in consideration of the premises and the mutual obligations, covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

Section 1.01. *Definitions* . For purposes of this Agreement, the following terms shall have the meanings set forth below:

“ **Affiliate** ” shall mean, with respect to any given Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and when used with respect to any individual shall also include the Relatives of such individual. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“ **Business Day** ” means any day other than a Saturday, Sunday or any other day on which commercial banks in New York City are authorized or required by law to close.

“ **Commission** ” means the United States Securities and Exchange Commission or any successor agency of the United States government administering the Securities Act.

“ **Common Stock** ” means the common stock, par value \$0.001 per share, of the Company.

“ **Exchange Act** ” means the Securities Exchange Act of 1934, as amended, and any similar or successor federal statute, and the rules and regulations of the Commission promulgated thereunder, as in effect at the time.

“ **NYSE** ” shall mean the New York Stock Exchange, Inc. or any successor corporation thereto.

“ **Person** ” means a corporation, an association, a trust, a partnership, a limited liability company, a joint venture, an organization, a business, an individual, a government or political subdivision thereof, or a governmental body.

“ **Prospectus** ” means the prospectus included in any Registration Statement, together with and including any amendment or supplement to such prospectus, covering the public offering of any portion of the Registrable Securities covered by a Registration Statement, and all material incorporated by reference in such Prospectus.

“ **Registering Stockholder** ” means any Stockholder whose Registrable Securities are included in a Registration Statement filed pursuant to this Agreement.

“ **Registrable Securities** ” means: (i) the shares of Common Stock held by the Stockholders on the date hereof or that may be acquired by the Stockholders from time to time after the date hereof; and (ii) any shares or other securities into which or for which the shares of Common Stock referred to in clause (i) above may be changed, converted or exchanged after the date hereof and any other shares or securities issued after the date hereof in respect of such shares (or such shares or other securities into which or for which such shares are so changed, converted or exchanged), in each case, upon any reclassification, stock combination, stock subdivision, stock dividend, share exchange, merger, consolidation or similar transaction held by a shareholder; *provided, however*, that a security will cease to be a Registrable Security when it (i) has been effectively registered under the Securities Act and disposed of in accordance with the Registration Statement covering it or (ii) is sold pursuant to Rule 144 (or any similar rule then in force) under the Securities Act.

“ **Registration Statement** ” means a registration statement filed or to be filed by the Company with the Commission covering Registrable Securities.

“ **Relatives** ” means, with respect to any individual, the spouse, parents, siblings and descendants of such individual and their respective issue (whether by blood or adoption and including stepchildren) and the spouses of such persons.

“ **Securities Act** ” means the Securities Act of 1933, as amended, or any successor federal statute, together with the rules and regulations of the Commission promulgated thereunder, as in effect at the time.

ARTICLE 2 REGISTRATION RIGHTS

Section 2.01. *Demand Registration* . (a) *Request for Registration* . Subject to the provisions hereof, at any time, a Stockholder may make a written request (a “ **Demand** ”) that the Company prepare and file with the Commission a Registration Statement, so as to permit a public offering and sale of Registrable Securities held by the Stockholders. Any Demand shall specify the number of Registrable Securities proposed to be registered by the Stockholder and the intended method of disposition thereof. A registration effected pursuant to this Section 2.01 is hereinafter referred to as a “ **Demand Registration** .” Each Stockholder may initiate one Demand; provided that if a Stockholder has not initiated a Demand before such time as it no longer holds Registrable Securities, the other Stockholder may make a second Demand.

(b) *Limitation on Demand Rights* . Notwithstanding anything to the contrary set forth in Section 2.01(a) hereof no Demand may be made less than one hundred and eighty (180) days following the effective date of a Registration Statement filed by the Company pursuant to Section 2.01 hereof.

(c) *Right to Delay Demand Registration* . If, at any time when a Demand is received by the Company, (i) the Company has undertaken to prepare a registration statement which is intended to be filed within one hundred and twenty (120) days from the date the Demand was received, or (ii) the Company's Board of Directors determines in good faith that filing a Registration Statement in response to such Demand either (A) would require the Company to make a public disclosure of information which would have a material adverse effect upon the Company or would be significantly disadvantageous to the Company or its shareholders or (B) could interfere with, or would require the Company to accelerate public disclosure of, any material financing, acquisition, disposition, corporate reorganization or other material transaction involving the Company or its subsidiaries, then the Company may, at its sole option, cause the registration requested pursuant to the Demand to be delayed for a period not in excess of one hundred and twenty (120) days from the effective date of the registration statement which the Company is preparing or from the date such Demand was received (such right to delay a request pursuant to clause (ii) of this Section 2.01(c) may be exercised by the Company not more than twice in any calendar year). If there is a postponement under this Section 2.01 (c), the Stockholders may withdraw such Demand by giving notice in writing to the Company. In such case, no Demand will have been delivered for the purposes of this Section 2.01 .

(d) *Company and Stockholder Participation* . The Company and the other Stockholder may elect to register in any Registration Statement prepared pursuant to a Demand made under this Section 2.01 any additional shares of Common Stock (including, with respect to the Company, any shares of Common Stock to be distributed in a primary offering made by the Company). Such election, if made, shall be made by each of the Company and the other Stockholder by giving written notice to the initiating Stockholder stating (i) that the Company or the other Stockholder, as the case may be, proposes to include additional shares of Common Stock in such Registration Statement and (ii) the number of shares of Common Stock proposed to be so included.

(e) *Withdrawal Right* . The initiating Stockholder shall have the right to withdraw any Demand by giving written notice to the Company of its request to withdraw; *provided, however* , that (i) such withdrawal request must be made in writing prior to the earlier of (A) the execution of the underwriting agreement or the execution of the custody agreement with respect to such Demand Registration or (B) in the absence of any such agreement, the date on which the Registration Statement filed pursuant to such Demand is declared effective, and (ii) such withdrawal shall be irrevocable and, after making such withdrawal, the initiating Stockholder shall not be entitled to make any subsequent Demand for a period of one hundred and twenty (120) days after the date of such withdrawal.
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(f) *Effective Demand* . For purpose of clause (ii) of Section 2.01(b) hereof, a Demand, if made pursuant to Section 2.01(a) and not withdrawn in accordance with Section 2.01(e), shall be deemed to have been made only if (i) in response thereto, the Company shall have filed a Registration Statement, (ii) such Registration Statement shall have been declared effective under the Securities Act and (iii) such Registration Statement shall not have become the subject of any stop order, injunction or other order or requirement of the Commission or any other governmental or administrative agency which prevents the sale of the relevant Registrable Securities pursuant to such Registration Statement, and no court prevents or otherwise limits the sale of such securities pursuant to such Registration Statement; *provided, however*, that, notwithstanding anything to the contrary set forth in this Section 2.01(f), a Demand shall be deemed to have been made by a Stockholder, if the Stockholder made a Demand and either (x) withdrew such Demand after the earlier of (A) the execution of the underwriting agreement or the execution of the custody agreement with respect to such Demand Registration or (B) in the absence of any such agreement, the date on which the Registration Statement filed pursuant to such Demand is declared effective, or (y) the failure of one or more of the conditions set forth in clauses (i), (ii) or (iii) of this Section 2.01(f) to be satisfied is attributable to the acts or omissions of the Stockholder.

Section 2.02. *Piggyback Registration* . (a) *Notice of Registration* . If, at any time, the Company proposes to file a registration statement with the Commission in connection with any public offering of Common Stock (other than in connection with its initial public offering of Common Stock), whether for the account of the Company or any other Person (other than a registration statement on Form S-4 or Form S-8 (or any successor forms under the Securities Act) or other registrations relating solely to employee benefit plans or any transaction governed by Rule 145 under the Securities Act), the Company shall give written notice of such proposed filing and the proposed date thereof to each Stockholder that owns Registrable Securities at least twenty (20) days before the anticipated filing of such registration statement, offering such Stockholder the opportunity to offer and sell Registrable Securities owned by such Person, by means of the prospectus contained in such registration statement. If such Stockholder desires to have its Registrable Securities registered under such registration statement pursuant to this Section 2.02, such Stockholder shall advise the Company thereof in writing within ten (10) days from the provision of the Company's notice (which request shall set forth the number of Registrable Securities for which registration is requested). Subject to Section 2.03 hereof, the Company shall include in such registration statement, if filed, all Registrable Securities so requested by such Stockholder to be included so as to permit such securities to be sold or disposed of in the manner and on the terms set forth in such request. Such registration shall hereinafter be called a "**Piggyback Registration** ." The Company shall have the right at any time to delay or discontinue, without liability to the Stockholders, any Piggyback Registration under this Section 2.02 at any time prior to the effective date of the Registration Statement if the proposed offering of Common Stock contemplated thereunder is discontinued.

(b) *Withdrawal Right* . Any Stockholder shall have the right to withdraw its request for inclusion of its Registrable Securities in any Registration Statement pursuant to this Section 2.02 by giving written notice to the Company of its request to withdraw; *provided* , *however* , that (i) such withdrawal request must be made in writing prior to the earlier of the execution of the underwriting agreement or the execution of the custody agreement with respect to such Piggyback Registration and (ii) such withdrawal shall be irrevocable and, after making such withdrawal, such Stockholder shall no longer have any right to include Registrable Securities in the Piggyback Registration from which such Stockholder withdrew.

Section 2.03. *Allocation of Securities Included in Registration Statements* . In connection with any Registration Statement in which the Stockholders have requested to include Registrable Securities which relates to an underwritten public offering, if the managing underwriter (s) of such offering advise(s) that the inclusion in such Registration Statement of some or all of the shares sought to be registered thereunder exceeds the number of shares (the “ **Saleable Number** ”) that can be sold in an orderly fashion without a substantial risk that the price per share to be derived from such registration will be materially and adversely affected, then the number of shares offered thereunder shall be limited to the Saleable Number and shall be allocated, subject to Section 3.05 below, as follows:

(i) if such registration is being effected in connection with any Piggyback Registration requested by the Stockholders for inclusion pursuant to Section 2.02 hereof, (A) first, to all the shares of Common Stock that the Company proposes to register for its own account, (B) second, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clause (A) above, to Registrable Securities of the Stockholders, pro rata on the basis of the number of Registrable Securities requested to be included in such Piggyback Registration by each such Stockholder, until such Stockholders have sold all such Registrable Securities, and (C) third, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clauses (A) and (B) above, to all other selling shareholders, pro rata on the basis of the number of shares offered for sale by each such shareholder; and

(ii) if the registration is being effected pursuant to a Demand Registration requested by a Stockholder pursuant to Section 2.01 hereof, (A) first, to Registrable Securities of the Stockholders, pro rata, on the basis of the number of Registrable Securities requested to be included in such Demand Registration by each such Stockholder, until such Stockholders have sold all such Registrable Securities, (B) second, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clause (A) above, to shares that the Company proposes to register for its own account, and (C) third, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clauses (A) and (B) above, to all other selling shareholders, pro rata on the basis of the number of shares requested to be included by each such shareholder.

Section 2.04. *Certain Notices; Suspension of Sales* . The Company may, upon written notice to the Registering Stockholders, suspend such Registering Stockholder's use of any Prospectus (which is a part of any Registration Statement) for a reasonable period not to exceed one hundred and twenty (120) days if the Company in its reasonable judgment believes it may possess material non-public information the disclosure of which in its reasonable judgment would have a material adverse effect on the Company and/or its subsidiaries. Each Registering Stockholder of Registrable Securities agrees by its acquisition of such Registrable Securities to hold any communication by the Company pursuant to this Section 2.04 in confidence.

ARTICLE 3 REGISTRATION PROCEDURES

Section 3.01. *Registration Procedures* . Subject to the terms of this Agreement, whenever the Company is required to effect or cause the registration of Registrable Securities pursuant to Article II hereof, the Company shall use its best efforts to effect the registration of such Registrable Securities in accordance with the intended method of disposition thereof as quickly as practicable. In connection with any Demand Registration, the Company shall, except as set forth in Section 2.01(c), as expeditiously as possible (and in no event more than one hundred and twenty (120) days from the date of receipt of a Demand) prepare and file with the Commission a Registration Statement on such form (including Form S-3) for which the Company then qualifies as the Company shall deem appropriate and which shall be available for the sale of the Registrable Securities to be registered thereunder in accordance with the provisions of this Agreement and in accordance with the intended method of disposition of such Registrable Securities. The Company shall use its best efforts to cause any Registration Statement filed hereunder to be declared effective as soon as reasonably practicable after the filing thereof with the Commission, including, without limitation, preparing and/or filing with the Commission such other documents as may be necessary to comply with the provisions of the Securities Act. Subject to the provisions of Section 2.04 hereof, the Company shall, as expeditiously as possible, prepare and file with the Commission such amendments and supplements to any Registration Statement filed hereunder and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective (pursuant to Rule 415 under the Securities Act or otherwise) until the earlier of (i) the date on which all of the Registrable Securities registered therein shall have been sold, and (ii) ninety (90) days after such Registration Statement is declared effective. The Company shall use its best efforts to cause all shares of Common Stock so registered to be listed, commencing not later than the effective date of the applicable registration statement, on the NYSE or such other national securities exchange (including the Nasdaq National Market) on which the Company's shares of Common Stock are listed at such time, and the Company shall enter into all related customary agreements, including a listing application and indemnification agreement in customary form, and provide a transfer agent and registrar for the shares of Common Stock being registered not later than the effective date of the applicable registration statement. The Company shall take such other actions as are reasonable and necessary to comply with the Securities Act, the Exchange Act and all applicable rules and regulations promulgated thereunder, or with the reasonable request of any Registering Stockholder with respect to the registration, qualification and distribution of the shares of Common Stock to be registered.

Section 3.02. *Copies; Review* . (a) At least five (5) Business Days before filing a Registration Statement or Prospectus or any amendment or supplement thereto (whether before or after effectiveness), the Company will furnish to the Registering Stockholders copies of all such documents proposed to be filed. Such documents will be subject to the review of the Registering Stockholders. The Company will immediately amend such Registration Statement and Prospectus to include such reasonable changes as the Registering Stockholders and the Company reasonably agree should be included therein. Any Registering Stockholder requesting a change which, in its reasonable judgment, is unreasonably refused by the Company may withdraw its Registrable Securities from such Registration Statement.

(b) The Company shall make available for inspection by any Registering Stockholder, any underwriter(s) participating in any disposition pursuant to a Registration Statement, and any attorney, accountant or other agent retained by any such Stockholder or underwriter (collectively, the “**Inspectors**”), all material financial and other records, pertinent documents and properties of the Company as shall be necessary to enable them to exercise their due diligence responsibility. The Company shall cause its officers, directors and employees to supply all material information requested by any such Inspector in connection with any such Registration Statement.

Section 3.03. *Amendments* . Subject to Section 2.04 hereof, the Company shall (a) prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement as may be necessary to keep the Registration Statement effective for the applicable time period required herein, (b) cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act, and (c) comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended methods of disposition by the Registering Stockholders set forth in such Registration Statement or Prospectus supplement.

Section 3.04. *Notification* . The Company shall promptly notify the Registering Stockholders and (if requested by any such Person) confirm such notification in writing, (a) when the Prospectus has been filed, and, with respect to the Registration Statement, when it has become effective, (b) of any request by the Commission for amendments or supplements to the Registration Statement or the Prospectus or for additional information, (c) of the issuance of any stop order suspending the effectiveness of the Registration Statement, or the refusal or suspension of qualification of registration of Registrable Securities, or the initiation of any proceedings for that purpose, (d) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, and (e) of any event that makes any material statement made in the Registration Statement, the Prospectus or any document incorporated therein by reference untrue or that requires the making of any changes in the Registration Statement, the Prospectus or any document incorporated therein by reference in order to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect. Subject to Section 2.04 hereof, the Company will make every reasonable effort to obtain the withdrawal of any order suspending the effectiveness of the Registration Statement at the earliest possible moment. If any event contemplated by clause (e) occurs, subject to Section 2.04 hereof, the Company shall promptly prepare a supplement or post-effective amendment to the Registration Statement or the Prospectus or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities, the Prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Upon receipt of any notice from the Company that any event of the kind described in clause (b), (c), (d) or (e) has happened, each Registering Stockholder shall discontinue offering the Registrable Securities until the Registering Stockholder receives the copies of the supplemented or amended Prospectus contemplated by the previous sentence, or until it is advised in writing by the Company that the use of the Prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated by reference in the Prospectus.

Section 3.05. *Information Included* . The Company may require each Registering Stockholder to furnish in writing to the Company such information regarding the Registering Stockholder and the distribution of the Registrable Securities as the Company may from time to time reasonably require for inclusion in the Registration Statement, and such other information as may be legally required in connection with such registration including, without limitation, all such information as may be requested by the Commission or the NYSE or any other applicable national exchange upon which the Common Stock is listed or to be listed. Each Registering Stockholder shall provide such information in writing and signed by such Stockholder and stated to be specifically for inclusion in the Registration Statement. The Company may exclude from such registration the Registrable Securities of any Registering Stockholder that fails to furnish such information within a reasonable time after receiving such request. Each Registering Stockholder agrees to furnish to the Company all information required to be disclosed in order to make the information previously furnished to the Company by such Registering Stockholder not misleading. If requested by the Registering Stockholders, the Company will, as soon as practicable, incorporate in a Prospectus supplement or post-effective amendment such information as the Registering Stockholders reasonably request be included therein relating to the sale of the Registrable Securities, including, but not limited to, information with respect to the number of Registrable Securities being sold and any other terms of the distribution of the Registrable Securities to be sold in such Offering. Subject to Section 2.04 hereof, the Company will make all required filings of such Prospectus supplement or post-effective amendment as promptly as practicable after being notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment.

Section 3.06. *Underwritten Offerings* . In the event that the distribution of the Registrable Securities covered by a Registration Statement filed hereunder shall be effected by means of an underwriting, the following provisions shall apply:

(a) if such distribution of Registrable Securities is being effected pursuant to a Demand Registration, the underwriter(s) shall be designated by the initiating Stockholder with the consent of the Company (not to be unreasonably withheld);

(b) the Company shall (i) cooperate with the underwriter(s), including attending any road shows and providing such assistance as the underwriter(s) may reasonably request in connection with the preparation of any materials necessary or desirable to effect such underwriting, (ii) enter into any such underwriting agreement as shall be appropriate under the circumstances, (iii) use its best efforts to comply with and satisfy all of the terms and conditions of each such underwriting agreement to which it shall be a party, and (iv) comply with all applicable rules and regulations of the Commission including, without limitation, applicable reporting requirements under the Exchange Act;

(c) if such distribution of Registrable Securities is being effected pursuant to a Demand Registration, including, without limitation, in any primary offering by the Company, any over-allotment option to be granted to the managing underwriter(s) shall be allocated to and granted by any Person designated by the Stockholders, and if such distribution is being effected pursuant to a Piggyback Registration, any over-allotment option to be granted to the managing underwriter(s) shall be allocated to and granted by the Company (in the event of any primary offering by the Company) and all selling shareholders pro-rata based on the number of shares sold pursuant to such offering; and

(d) the Registering Stockholder(s) shall enter into underwriting agreement(s), power(s) of attorney and custody agreement(s), which agreements and powers shall contain customary provisions as shall be appropriate under the circumstances.

Section 3.07. *Copies* . The Company will (a) promptly furnish to the Registering Stockholders without charge, at least one signed copy of the Registration Statement and any post-effective amendment thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference), and (b) promptly deliver to the Registering Stockholders without charge, as many copies of the Prospectus (including each Preliminary Prospectus) and any amendment or supplement thereto as such Persons may reasonably request. The Company consents to the use of the Prospectus or any amendment or supplement thereto by the Registering Stockholders in connection with the offering and sale of the Registrable Securities covered by the Prospectus or any amendment or supplement thereto.

Section 3.08. *Blue Sky Registration* . Prior to any offering of Registrable Securities covered by a Registration Statement under Section 2.01 or 2.02, the Company will register or qualify or cooperate with the Registering Stockholders and their respective counsel in connection with the registration or qualification of such Registrable Securities under the securities or blue sky laws of any such jurisdictions in the United States as the Registering Stockholders reasonably request in writing, and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of such Registrable Securities. The Company will not be required to take any actions under this Section 3.08 if such actions would require the Company to (a) qualify to do business in any jurisdiction where it is not then so qualified, (b) submit to the general taxation of any jurisdiction where it is not then so subject or (c) file in any jurisdiction any general consent to service of process.

Section 3.09. *Certificates* . The Company will cooperate with the Registering Stockholders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold that do not bear any restrictive legends. Such certificates will be in such denominations and registered in such names as the Registering Stockholders request at least two (2) Business Days prior to any sale of Registrable Securities.

Section 3.10. *Section 11(a) Notice* . The Company will make generally available to its shareholders the information required pursuant to the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

Section 3.11. *Registration Expenses* . (a) *Company Expenses* . Subject to the provisions of Section 3.11(b) below, the Company shall pay all expenses incident to the Company's performance of or compliance with this Agreement, including, but not limited to, all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, fees and expenses incurred in connection with the quotation or listing of the Registrable Securities on the NYSE (or any other national securities exchange on which such securities are then listed), transfer agent fees, printing expenses, messenger expenses, telephone and delivery expenses, and fees and disbursements of counsel to the Company, counsel to the underwriter(s) of any underwritten offering (but only to the extent that the Company or the Registering Shareholders are contractually required to bear such fees and disbursements pursuant to the applicable underwriting agreement(s)) and of independent certified public accountants of the Company. The Company shall also pay for (i) the fees and expenses of one firm of legal counsel, if any, retained to represent all the Registering Shareholders in connection with any Registration Statement filed hereunder, (ii) the Company's internal expenses, including the expense of any annual audit, (iii) the fees and expenses of any Person retained by the Company, and (iv) the cost of furnishing copies of each preliminary Prospectus, each final Prospectus and each such amendment or supplement thereto to the underwriters, dealers and other purchasers of shares of Common Stock.

(b) *Shareholder Expenses* . The Registering Shareholders shall pay all underwriting fees, commissions and discounts with respect to the sale of any Registrable Securities and any transfer taxes incurred in respect of such sale. Each Registering Shareholder shall also be responsible for the payment of all fees and expenses of legal counsel retained by it, other than the fees and expenses of the firm of legal counsel retained to represent all the Registering Shareholders in connection with any Registration Statement filed hereunder for which the Company is responsible pursuant to Section 3.11(a) above.

ARTICLE 4
INDEMNIFICATION

Section 4.01. *Indemnification by the Company* . The Company will indemnify and hold harmless each of the Registering Stockholders and each Person, if any, who controls a Registering Stockholder (within the meaning of Section 15 of the Securities Act) (each, a “ **Stockholder Control Person** ”) from and against any and all losses, claims, damages and liabilities (“ **Losses** ”) reasonably incurred in connection with, and any amount paid in settlement of, any action suit or proceeding or any claim asserted to which the Registering Stockholder or Stockholder Control Person may become subject under the Securities Act, the Exchange Act or other federal or state securities laws or regulations, at common law or otherwise, insofar as such Losses arise out of or are based upon (a) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus or preliminary prospectus or any amendment or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or (b) any violation by the Company of the Securities Act or the Exchange Act, or other federal or state securities laws applicable to the Company and relating to any action or inaction required of the Company in connection with such registration. In addition, the Company will reimburse the Registering Stockholder and Stockholder Control Person(s) for any reasonable investigation, legal or other expenses incurred by such Registering Stockholder or Stockholder Control Person(s) in connection with investigating or defending any such Loss. Notwithstanding anything herein to the contrary, the Company will not be liable with respect to the portion of any such Loss that (i) arises out of or is based upon any alleged untrue statement or alleged omission made in such Registration Statement, preliminary Prospectus, Prospectus, or amendment or supplement in reliance upon and in conformity with written information furnished to the Company by the Registering Stockholders specifically for use therein or (ii) attributable to a Registering Stockholder’s (A) use of a Prospectus after being notified by the Company to suspend use thereof pursuant to Section 3.04 above or (B) failure to deliver a final Prospectus to the Person asserting any losses, claims, damages and liabilities and judgments caused by any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, if such material misstatement or omission or alleged material misstatement or omission was cured in an amended or supplemented Prospectus prepared by the Company and delivered to the Registering Stockholder at or prior to the time written confirmation of sale to such Person was required to be made. The foregoing indemnity will remain in full force and effect regardless of any investigation made by or on behalf of the Registering Stockholder or Stockholder Control Person, and will survive the transfer of such securities by the Registering Stockholder.

Section 4.02. *Indemnification by Registering Stockholders* . If a Registering Stockholder sells Registrable Securities under a Prospectus that is part of a Registration Statement, the Registering Stockholder shall indemnify and hold harmless the Company, its directors, each officer who signed such Registration Statement and each Person who controls the Company (within the meaning of Section 15 of the Securities Act) (each, a “ **Controlling Person** ”) under the same circumstances as the foregoing indemnity from the Company to the Registering Stockholders and Stockholder Control Persons, but only to the extent that such Losses arise out of or are based upon any untrue or allegedly untrue statement of a material fact or omission or alleged omission of a material fact that was made in the Prospectus, the Registration Statement, any preliminary prospectus, or any amendment or supplement thereto, in reliance upon and in conformity with written information relating to a Registering Stockholder or a Stockholder Control Person furnished to the Company by a Registering Stockholder expressly for use therein. In no event will the aggregate liability of a Registering Stockholder and/or a Stockholder Control Person exceed the amount of the net proceeds received by the Registering Stockholder upon the sale of the Registrable Securities giving rise to such indemnification obligation. Such indemnity will remain in full force and effect regardless of any investigation made by or on behalf of the Company or such officer, director, employee or Controlling Person and will survive the transfer of such securities by the Registering Stockholder.

Section 4.03. *Contribution* . If the indemnification provided for in Section 4.01 or 4.02 is unavailable to an indemnified party, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, will have a joint and several obligation to contribute to the amount paid or payable by such indemnified party as a result of such Losses. Such contribution will be in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and such indemnified party, on the other hand, in connection with the actions, statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations. The relative fault of such indemnifying party, on the one hand, and indemnified party, on the other hand, will be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been taken or made by, or relates to information supplied by, such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent any such action, statement or omission. The amount paid or payable by a party as a result of any such Losses will be deemed to include any investigation, legal or other fees or expenses incurred by such party in connection with any investigation or proceeding, to the extent such party would have been indemnified for such expenses if the indemnification provided for in Section 4.01 or 4.02 was available to such party. If, however, the allocation provided above is not permitted by applicable law, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative faults but also the relative benefits of the indemnifying party and the indemnified party as well as any other relevant equitable considerations. The parties hereto agree that it would not be just and equitable if contributions pursuant to this Section 4.03 were to be determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the preceding sentences of this Section 4.03. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Section 4.04. *Conduct of Indemnification Proceedings* . Any Person entitled to indemnification hereunder will (a) give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification, and (b) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; *provided* that the failure to give such notice shall not relieve an indemnifying party of liability except to the extent it has been prejudiced as a result of such failure. Any Person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in (but not control) the defense of such claim, but the fees and expenses of such counsel will be at the expense of such Person and not of the indemnifying party unless (x) the indemnifying party has agreed to pay such fees or expenses, (y) the indemnifying party has failed to assume the defense of such claim and employ counsel reasonably satisfactory to such Person within a reasonable period of time pursuant to this Agreement, or (z) a conflict of interest exists between such Person and the indemnifying party with respect to such claims that would make such separate representation required under applicable ethical rules. In the case of clause (z) above, if the Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person. If such defense is not assumed by the indemnifying party, the indemnifying party shall not be subject to any liability for any settlement made without its consent (but such consent shall not be unreasonably withheld). No indemnified party will be required to consent to entry of any judgment or enter into any settlement that does not include as an unconditional term the giving of a release, by all claimants or plaintiffs to such indemnified party from all liability with respect to such claim or litigation. Any indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel (other than required local counsel) for all parties indemnified by such indemnifying party with respect to such claim.

ARTICLE 5 OTHER AGREEMENTS

Section 5.01. *Restrictions on Public Sale by the Stockholders* . If requested by the managing underwriter(s) of an underwritten public offering, the Stockholders will not effect any public sale or distribution of securities of the same class (or securities exchangeable or exercisable for or convertible into securities of the same class) as the securities included in such offering (including, but not limited to, a sale pursuant to Rule 144 of the Securities Act) during the 10-day period prior to and the 180-day period beginning on the effective date of, such offering (the “**Lock-Up Period**”). Notwithstanding the foregoing, if (a) during the last 17 days of the Lock-Up Period the Company issues an earnings release or material news of a material event relating to the Company occurs or (b) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the 17-day period beginning on the last day of the Lock-Up Period, then the Lock-Up Period shall continue to apply until the expiration of the 17-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

Section 5.02. *Rule 144* . The Company shall file, on a timely basis, all reports required to be filed by it under the Securities Act and the Exchange Act, and will take such further action and provide such documents as the Stockholders may reasonably request, all to the extent required from time to time to enable the Stockholders to sell Registrable Securities without registration under the Securities Act within the limitation of the conditions provided by (a) Rule 144 under the Securities Act, as such rule may be amended from time to time, or (b) any similar rule or regulation hereafter adopted by the Commission. Upon the request of a Stockholder, the Company will deliver to the Stockholder a statement verifying that it has complied with such information and requirements.

ARTICLE 6
MISCELLANEOUS

Section 6.01. *Amendments; Waivers* . This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

Section 6.02. *Entire Agreement*. This Agreement constitutes the entire agreement between the parties hereto pertaining to its subject matter and supersedes and replaces all prior agreements and understandings of the parties in connection with such subject matter.

Section 6.03. *Notices* . All notices and other communications hereunder shall be given in writing and delivered personally, by registered or certified mail (postage prepaid return receipt requested), by overnight courier (postage prepaid), facsimile transmission or similar means, to the party to receive such notices or communications at the address set forth below (or such other address as shall from time to time be designated by such party to the other parties in accordance with this Section 6.03):

If to the Company:

Ormat Technologies, Inc.
6225 Neil Road
Reno, NV 89511-1136
Attn: Isaac Angel
Facsimile: +1 (775) 356-9039

with required copies to (which will not constitute notice):

Chadbourne & Parke LLP
1200 New Hampshire Avenue N.W.
Washington, DC 20036
Attn: Noam Ayali, Esq.
Facsimile: +1 (202) 974-5602
Email: NAYali@chadbourne.com

Chadbourne & Parke LLP
1301 Avenue of the Americas
New York, NY 10019-6022
Attn: Charles E. Hord, Esq.
Facsimile: +1 (212) 541-5369
Email: CHord@chadbourne.com

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn: William Aaronson, Esq.
Facsimile: 212-701-5397
E-mail: william.aaronson@davispolk.com

If to FIMI:

FIMI ENRG, Limited Partnership, an Israeli limited partnership and FIMI ENRG, L.P., a Delaware limited partnership
c/o FIMI IV 2007 Ltd.
98 Yigal Alon Street
Facsimile: +972 (03) 565-2245
with required copies to (which will not constitute notice):

Naschitz Brandes Amir & Co.
5 Tuval Street
Tel-Aviv, Israel 6789717
Attn: Sharon Amir
Facsimile: +972 (03) 623-5106
Email: samir@nblaw.com

If to Bronicki:

Bronicki Investments Ltd.
5 Brosh St.
Yavne, Israel 8151072

with required copies to (which will not constitute notice):

Gross, Kleinhendler, Hodak, Halevy, Greenberg & Co.
1 Azrieli Center
Round Building
Tel-Aviv, Israel 67021
Attn: Rona Bergman Naveh
Facsimile: +972 (03) 607-4422
Email: rona@gkh-law.com

All such notices and communications hereunder shall be deemed given when received, as evidenced by the signed acknowledgment of receipt of the person to whom such notice or communication shall have been personally delivered, the acknowledgment of receipt returned to the sender by the applicable postal authorities, the confirmation of delivery rendered by the applicable overnight courier service, or the confirmation of a successful facsimile transmission of such notice or communication. A copy of any notice or other communication given by any party to any other party hereto, with reference to this Agreement, shall be given at the same time to the other parties to this Agreement.

Section 6.04. *GOVERNING LAW* . THE PARTIES HERETO AGREE THAT THIS AGREEMENT, AND THE RESPECTIVE RIGHTS, DUTIES AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREUNDER.

Section 6.05. *Assignment* . No Stockholder shall be permitted to assign any of its rights or obligations hereunder by operation of law or otherwise without the prior written consent of the Company; *provided* , that a Stockholder may assign any of its rights or obligations hereunder to any Affiliate of such Stockholder without obtaining the prior written consent of the Company so long as such Affiliate agrees in writing to be bound by the provisions of this Agreement that are applicable to such Stockholder as if such Affiliate was an original party hereto. Notwithstanding any such assignment, such Stockholder shall continue to be liable for the performance of all obligations of such Stockholder and those of its assignee hereunder.

Section 6.06. *Severability* . Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. If any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 6.07. *No Waiver* . The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

Section 6.08. *No Third Party Beneficiaries* . This Agreement is not intended to be for the benefit of, and shall not be enforceable by, any Person who or which is not a party hereto. Any Person who or which is not a party hereto shall not be entitled to any benefit hereunder.

Section 6.09. *Headings* . The Section headings in this Agreement are for convenience of reference only and are not intended to be a part of this Agreement or to affect the meaning or interpretation of this Agreement.

Section 6.10. *Counterparts* . This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one agreement.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement as of the date first set forth above.

ORMAT TECHNOLOGIES, INC.

By:

Name: []

Title: []

BRONICKI INVESTMENTS LTD.

By:

Name: []

Title: []

FIMI ENRG, LIMITED PARTNERSHIP

By: **FIMI IV 2007 LTD., its General Partner**

Name:

Title:

FIMI ENRG L.P.

By: **FIMI IV 2007 LTD., its General Partner**

Name:

Title:

[*Signature page to Registration Rights Agreement*]

VOTING NEUTRALIZATION AGREEMENT
(the “ **Agreement** ”)

AGREEMENT dated as of November 10, 2014 between Ormat Technologies, Inc., a Delaware corporation (the “ **Corporation** ”), and Bronicki Investments Ltd. (the “ **Stockholder** ”).

WITNESSETH:

WHEREAS, pursuant to the Share Exchange Agreement and Plan of Merger dated as of November 10, 2014 by and among Ormat Industries, Ltd., an Israeli corporation, the Corporation and Ormat Systems, Ltd., an Israeli company and a wholly-owned subsidiary of the Corporation (the “ **Share Exchange Agreement** ”), the Stockholder will receive Voting Securities (as defined below) in exchange for its outstanding shares in Ormat Industries, Ltd.; and

WHEREAS, the parties hereto desire to enter into this Agreement to establish, effective as of and subject to the Closing (as defined in the Share Exchange Agreement), certain arrangements with respect to the Voting Securities owned by the Stockholder and its Affiliates following the Closing as well as restrictions on certain activities in respect of such Voting Securities.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

Section 1 . *Definitions* . The following terms, as used herein, have the following meanings:

“ **Affiliate** ” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person; *provided* that no securityholder of the Corporation shall be deemed an Affiliate of the Corporation or any of its Subsidiaries or any other securityholder solely by reason of any investment in the Corporation or such securityholder’s beneficial ownership of Voting Securities. For the purpose of this definition, the term “ **control** ” (including, with correlative meanings, the terms “ **controlling** ”, “ **controlled by** ” and “ **under common control with** ”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“ **beneficial ownership** ” and “ **beneficially own** ” shall be determined in accordance with Rules 13d-3 and 13d-5 under the Exchange Act.

“ **Commission** ” means the United States Securities and Exchange Commission or any successor agency of the United States government administering the Securities Act.

“ **Exchange Act** ” means the Securities Exchange Act of 1934, as amended, and any similar or successor federal statute, and the rules and regulations of the Commission promulgated thereunder, as in effect at the time.

“ **Person** ” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including, without limitation, any transnational, domestic or foreign federal, state or local, governmental, regulatory or administrative (including social security) authority, department, court, agency or official, including any political subdivision thereof.

“ **Securities Act** ” means the Securities Act of 1933, as amended, or any successor federal statute, together with the rules and regulations of the Commission promulgated thereunder, as in effect at the time.

“ **Total Voting Power** ” means the aggregate number of votes which may be cast by holders of outstanding Voting Securities.

“ **Transfer** ” means, with respect to any Voting Securities, (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer (whether by operation of law, a distribution in kind or otherwise and whether with or without consideration) such Voting Securities or any economic participation or interest therein, whether directly or indirectly, or agree or commit to do any of the foregoing and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation or other transfer (whether by operation of law, a distribution in kind or otherwise and whether with or without consideration) of such Voting Securities or any participation or interest therein or any agreement or commitment to do any of the foregoing. For purposes of this Agreement, the term Transfer shall include the sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation or other transfer (whether by operation of law, a distribution in kind or otherwise and whether with or without consideration) of an Affiliate of the Stockholder or the Stockholder’s interest in an Affiliate that beneficially owns Voting Securities unless the Stockholder retains beneficial ownership of such Voting Securities following such transaction.

“ **Voting Securities** ” means all securities of the Corporation entitled, in the ordinary course, to vote in the election of directors of the Corporation.

Section 2. *Permitted Acquisitions* . The Stockholder agrees that for so long as this Agreement remains in effect with respect to the Stockholder, it will not, and will cause its Affiliates not to, directly or indirectly, without the Corporation’s prior written consent acquire or agree to acquire (whether by purchase, through the acquisition of control of another Person, through the use of a derivative instrument or voting agreement or otherwise), any Voting Securities if, after such acquisition, the Stockholder, together with its Affiliates, would beneficially own Voting Securities representing in the aggregate more than 12% of the Total Voting Power.

Section 3. *Voting Neutralization* . The Stockholder agrees that at any time any action is to be taken by the Corporation’s stockholders (at a stockholders meeting, by written consent in lieu thereof or otherwise), the Stockholder shall vote or cause to be voted all Voting Securities owned by the Stockholder in the aggregate in excess of 9% of the Total Voting Power in proportion to votes cast by all the Corporation's holders of Voting Securities other than the Stockholder and FIMI ENRG, Limited Partnership, an Israeli limited partnership, and FIMI ENRG, L.P., a Delaware limited partnership (“FIMI”). The Stockholder shall cause all Voting Securities owned by the Stockholder to be represented, in person or by proxy, at all meetings of holders of Voting Securities of which the Stockholder has actual notice, so that such Voting Securities may be counted for the purpose of determining the presence of a quorum at such meetings. Upon the written request of the Corporation, the Stockholder will execute and deliver, or cause to be executed and delivered, to the Company a proxy in the form attached hereto as Exhibit A in order to give effect to this Section 3.

Section 4 *Transfers* .

(a) Prior to January 1, 2017, the Stockholder may not, without the approval of the Corporation determined by a majority of the directors not affiliated or associated with the Stockholder, sell Voting Securities that, taken together with the Voting Securities sold by FIMI after the Closing, represent more than 10% of all Voting Securities owned in the aggregate by the Stockholder and FIMI as of the Closing, regardless of any other agreement, ruling or other document that would otherwise permit such sale. Following January 1, 2017, the Stockholder shall not be restricted from making sales of Voting Securities but shall not extend any shareholders' agreement with FIMI (which will terminate on May 22, 2017) and shall not act in concert with FIMI for the purpose of selling Voting Securities. Notwithstanding the foregoing, following January 1, 2017, the Stockholder may act in concert with FIMI to sell Voting Securities if the Stockholder provides the Corporation with at least 20 days' prior written notice (the " **Notice** "). The Corporation's response to the Notice shall be determined by a majority of the directors not affiliated or associated with the Stockholder.

(b) The provisions of Section 4(a) shall not apply to sales of Voting Securities: (i) in any public market, (ii) by means of a prospectus included in any registration statement filed or to be filed by the Corporation with the Commission, (iii) as part of a merger or other acquisition of the Corporation approved by the Corporation's Board of Directors, or (iv) through a public tender offer; *provided* that the Stockholder may not intentionally sell Voting Securities pursuant to Section 4(b)(i) to a single buyer or group (within the meaning of Rule 13d-3 under the Exchange Act).

(c) For the purposes of this Section 4, the parties hereto acknowledge and agree that the Stockholder and FIMI shall not be deemed to be acting in concert solely due to the existence of: (i) any tax escrow agreement, (ii) this Agreement or (iii) any agreement between the Corporation and FIMI in a form substantially similar to this Agreement.

Section 5 *Ownership Information* . The Stockholder shall provide to the Corporation such information at any time as the Corporation may reasonably request concerning the Stockholder's beneficial ownership of Voting Securities as of such time, together with the names of the direct owners of such Voting Securities.

Section 6. *Registration Rights*. At the request of the Stockholder, at and subject to the Closing, the Corporation and the Stockholder shall enter into a Registration Rights Agreement, substantially in the form of Exhibit B (the " **RRA** "). Any and all provisions of the RRA shall be subject to the terms and conditions of this Agreement in all respects, and in the event of any inconsistency between the terms or conditions of this Agreement and the terms and conditions of the RRA, the terms and conditions of this Agreement shall prevail .

Section 7 *Termination* .

(a) This Agreement (other than Sections 7 through Section 16) shall terminate upon the earliest of (a) the termination of the Share Exchange Agreement pursuant to its terms (i.e., prior to the consummation of the transactions set forth therein), (b) other than with respect to Section 6 hereof, the written agreement of the Corporation (acting at the direction of a majority of the directors not affiliated or associated with any of the Stockholder) to terminate this Agreement and (c) the dissolution, liquidation or winding up of the Corporation.

(b) This Agreement (other than Sections 7 through 16) shall terminate three months after the Stockholder, together with its Affiliates, beneficially owns Voting Securities representing less than 4% of the aggregate Total Voting Power (continuously for such three-month period).

Section 8 *Amendments; No Waivers*. (a) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is (i) in writing and (ii) signed, in the case of an amendment, by the Stockholder and the Corporation (acting at the direction of a majority of the directors not affiliated or associated with the Stockholder), or in the case of a waiver, by the party against whom the waiver is to be effective (provided that any waiver by the Corporation shall be made only with the approval of a majority of the directors not affiliated or associated with the Stockholder).

(b) No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 9. *Successors and Assigns* . This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

Section 10. *Counterparts; Effectiveness* . This Agreement may be executed in one or more counterparts. Each shall be deemed an original, but together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic mail. Any signatures delivered by means of facsimile or electronic mail shall have the same legal effect as manual signatures.

Section 11. *Entire Agreement* . This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect thereto. No representation, inducement, promise, understanding, condition or warranty not set forth herein or therein has been made or relied upon by any of the parties hereto.

Section 12. *Severability* . If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 13. *Specific Performance* . The Corporation and the Stockholder agree that the Corporation would be irreparably injured by a breach of this Agreement by the Stockholder and its Affiliates and that, in the event of a breach or threatened breach, the Corporation shall be entitled, in addition to any and all other remedies, to injunctive relief and specific performance without the necessity of providing any bond or other security, and the Stockholder hereby irrevocably consents to such relief.

Section 14. *Governing Law* . This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to principles of conflict or choice of laws.

Section 15. *Jurisdiction* . This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to principles of conflict or choice of laws. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the Delaware Chancery Court (or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court), and the parties hereby irrevocably consent to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this agreement or the transactions contemplated hereby and irrevocably waive to the fullest extent permitted by law, any objection that the parties may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. The parties agree that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon you and may be enforced in any other courts to whose jurisdiction you are or may be subject by suit upon such judgment.

Section 16. *WAIVER OF JURY TRIAL* . THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ORMAT TECHNOLOGIES, INC.

By: /s/ Doron Blachar / Isaac Angel

Name: Doron Blachar / Isaac Angel

Title: Chief Financial Officer / Chief Executive Officer

BRONICKI INVESTMENTS LTD.

By: /s/ Y. Bronicki

Name: Yehudit Bronicki

Title: Director

[*Signature page to Voting Neutralization Agreement*]

FORM OF IRREVOCABLE PROXY

This proxy is required by the terms and conditions of that certain Voting Neutralization Agreement (as amended from time to time, the “**Agreement**”) of even date herewith by and among Ormat Technologies, Inc., a Delaware corporation (the “**Corporation**”), and the undersigned Stockholder (the “**Stockholder**”) and is given in consideration therefor. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

The Stockholder hereby revokes any previous proxies and appoints the Corporation, and any individual who shall be designated by Corporation, with full power of substitution and resubstitution as attorney-in-fact, agent and proxy of the undersigned, with respect to any action taken by Corporation’s stockholders (at a stockholders meeting, by written consent in lieu thereof or otherwise), to vote: (a) all Voting Securities owned by the Stockholder equal to or less than 9% of the Total Voting Power as directed by the Stockholder and (b) all Voting Securities owned by the Stockholder in excess of 9% of the Total Voting Power, if any, in proportion to the votes and abstentions, as applicable, cast or made in connection with such action with respect to all Voting Securities other than those beneficially owned by (a) any Person constituting a “Stockholder” under the Agreement and its Affiliates and (b) FIMI ENRG, Limited Partnership, an Israeli limited partnership, and FIMI ENRG, L.P., a Delaware limited partnership.

This proxy shall remain valid and binding and be of full force and effect, and shall not expire, until the termination of the Agreement.

THIS PROXY IS IRREVOCABLE, it being understood and agreed that this proxy is coupled with an interest in Corporation.

IN WITNESS WHEREOF, the undersigned has executed this proxy this ___ day of _____, 20__.

STOCKHOLDER :

[STOCKHOLDER]

By: _____

Name:

Title:

[*Signature page to Irrevocable Proxy*]

**FORM OF
REGISTRATION RIGHTS AGREEMENT**

THIS REGISTRATION RIGHTS AGREEMENT, dated as of [•], 2015 (this “ **Agreement** ”), by and among Ormat Technologies, Inc., a Delaware corporation (the “ **Company** ”), Bronicki Investments Ltd. (“ **Bronicki** ”) and FIMI ENRG, Limited Partnership, an Israeli limited partnership, and FIMI ENRG, L.P., a Delaware limited partnership (“ **FIMI** ”) (Bronicki and FIMI each, a “ **Stockholder** ” and collectively, the “ **Stockholders** ”).

WITNESSETH:

WHEREAS, the Stockholders are the holders of outstanding Common Stock (as defined below);

WHEREAS, the parties hereto desire to enter into this Agreement which sets forth the registration rights, and certain other related covenants, applicable to the shares of Common Stock that are held from time to time by the Stockholders.

NOW, THEREFORE, in consideration of the premises and the mutual obligations, covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

Section 1.01. *Definitions* . For purposes of this Agreement, the following terms shall have the meanings set forth below:

“ **Affiliate** ” shall mean, with respect to any given Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and when used with respect to any individual shall also include the Relatives of such individual. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“ **Business Day** ” means any day other than a Saturday, Sunday or any other day on which commercial banks in New York City are authorized or required by law to close.

“ **Commission** ” means the United States Securities and Exchange Commission or any successor agency of the United States government administering the Securities Act.

“ **Common Stock** ” means the common stock, par value \$0.001 per share, of the Company.

“ **Exchange Act** ” means the Securities Exchange Act of 1934, as amended, and any similar or successor federal statute, and the rules and regulations of the Commission promulgated thereunder, as in effect at the time.

“ **NYSE** ” shall mean the New York Stock Exchange, Inc. or any successor corporation thereto.

“ **Person** ” means a corporation, an association, a trust, a partnership, a limited liability company, a joint venture, an organization, a business, an individual, a government or political subdivision thereof, or a governmental body.

“ **Prospectus** ” means the prospectus included in any Registration Statement, together with and including any amendment or supplement to such prospectus, covering the public offering of any portion of the Registrable Securities covered by a Registration Statement, and all material incorporated by reference in such Prospectus.

“ **Registering Stockholder** ” means any Stockholder whose Registrable Securities are included in a Registration Statement filed pursuant to this Agreement.

“ **Registrable Securities** ” means: (i) the shares of Common Stock held by the Stockholders on the date hereof or that may be acquired by the Stockholders from time to time after the date hereof; and (ii) any shares or other securities into which or for which the shares of Common Stock referred to in clause (i) above may be changed, converted or exchanged after the date hereof and any other shares or securities issued after the date hereof in respect of such shares (or such shares or other securities into which or for which such shares are so changed, converted or exchanged), in each case, upon any reclassification, stock combination, stock subdivision, stock dividend, share exchange, merger, consolidation or similar transaction held by a shareholder; *provided, however*, that a security will cease to be a Registrable Security when it (i) has been effectively registered under the Securities Act and disposed of in accordance with the Registration Statement covering it or (ii) is sold pursuant to Rule 144 (or any similar rule then in force) under the Securities Act.

“ **Registration Statement** ” means a registration statement filed or to be filed by the Company with the Commission covering Registrable Securities.

“ **Relatives** ” means, with respect to any individual, the spouse, parents, siblings and descendants of such individual and their respective issue (whether by blood or adoption and including stepchildren) and the spouses of such persons.

“ **Securities Act** ” means the Securities Act of 1933, as amended, or any successor federal statute, together with the rules and regulations of the Commission promulgated thereunder, as in effect at the time.

ARTICLE 2 REGISTRATION RIGHTS

Section 2.01. *Demand Registration* . (a) *Request for Registration* . Subject to the provisions hereof, at any time, a Stockholder may make a written request (a “ **Demand** ”) that the Company prepare and file with the Commission a Registration Statement, so as to permit a public offering and sale of Registrable Securities held by the Stockholders. Any Demand shall specify the number of Registrable Securities proposed to be registered by the Stockholder and the intended method of disposition thereof. A registration effected pursuant to this Section 2.01 is hereinafter referred to as a “ **Demand Registration** .” Each Stockholder may initiate one Demand; provided that if a Stockholder has not initiated a Demand before such time as it no longer holds Registrable Securities, the other Stockholder may make a second Demand.

(b) *Limitation on Demand Rights* . Notwithstanding anything to the contrary set forth in Section 2.01(a) hereof no Demand may be made less than one hundred and eighty (180) days following the effective date of a Registration Statement filed by the Company pursuant to Section 2.01 hereof.

(c) *Right to Delay Demand Registration* . If, at any time when a Demand is received by the Company, (i) the Company has undertaken to prepare a registration statement which is intended to be filed within one hundred and twenty (120) days from the date the Demand was received, or (ii) the Company's Board of Directors determines in good faith that filing a Registration Statement in response to such Demand either (A) would require the Company to make a public disclosure of information which would have a material adverse effect upon the Company or would be significantly disadvantageous to the Company or its shareholders or (B) could interfere with, or would require the Company to accelerate public disclosure of, any material financing, acquisition, disposition, corporate reorganization or other material transaction involving the Company or its subsidiaries, then the Company may, at its sole option, cause the registration requested pursuant to the Demand to be delayed for a period not in excess of one hundred and twenty (120) days from the effective date of the registration statement which the Company is preparing or from the date such Demand was received (such right to delay a request pursuant to clause (ii) of this Section 2.01(c) may be exercised by the Company not more than twice in any calendar year). If there is a postponement under this Section 2.01 (c), the Stockholders may withdraw such Demand by giving notice in writing to the Company. In such case, no Demand will have been delivered for the purposes of this Section 2.01 .

(d) *Company and Stockholder Participation* . The Company and the other Stockholder may elect to register in any Registration Statement prepared pursuant to a Demand made under this Section 2.01 any additional shares of Common Stock (including, with respect to the Company, any shares of Common Stock to be distributed in a primary offering made by the Company). Such election, if made, shall be made by each of the Company and the other Stockholder by giving written notice to the initiating Stockholder stating (i) that the Company or the other Stockholder, as the case may be, proposes to include additional shares of Common Stock in such Registration Statement and (ii) the number of shares of Common Stock proposed to be so included.

(e) *Withdrawal Right* . The initiating Stockholder shall have the right to withdraw any Demand by giving written notice to the Company of its request to withdraw; *provided, however* , that (i) such withdrawal request must be made in writing prior to the earlier of (A) the execution of the underwriting agreement or the execution of the custody agreement with respect to such Demand Registration or (B) in the absence of any such agreement, the date on which the Registration Statement filed pursuant to such Demand is declared effective, and (ii) such withdrawal shall be irrevocable and, after making such withdrawal, the initiating Stockholder shall not be entitled to make any subsequent Demand for a period of one hundred and twenty (120) days after the date of such withdrawal.
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(f) *Effective Demand* . For purpose of clause (ii) of Section 2.01(b) hereof, a Demand, if made pursuant to Section 2.01(a) and not withdrawn in accordance with Section 2.01(e), shall be deemed to have been made only if (i) in response thereto, the Company shall have filed a Registration Statement, (ii) such Registration Statement shall have been declared effective under the Securities Act and (iii) such Registration Statement shall not have become the subject of any stop order, injunction or other order or requirement of the Commission or any other governmental or administrative agency which prevents the sale of the relevant Registrable Securities pursuant to such Registration Statement, and no court prevents or otherwise limits the sale of such securities pursuant to such Registration Statement; *provided, however*, that, notwithstanding anything to the contrary set forth in this Section 2.01(f), a Demand shall be deemed to have been made by a Stockholder, if the Stockholder made a Demand and either (x) withdrew such Demand after the earlier of (A) the execution of the underwriting agreement or the execution of the custody agreement with respect to such Demand Registration or (B) in the absence of any such agreement, the date on which the Registration Statement filed pursuant to such Demand is declared effective, or (y) the failure of one or more of the conditions set forth in clauses (i), (ii) or (iii) of this Section 2.01(f) to be satisfied is attributable to the acts or omissions of the Stockholder.

Section 2.02. *Piggyback Registration* . (a) *Notice of Registration* . If, at any time, the Company proposes to file a registration statement with the Commission in connection with any public offering of Common Stock (other than in connection with its initial public offering of Common Stock), whether for the account of the Company or any other Person (other than a registration statement on Form S-4 or Form S-8 (or any successor forms under the Securities Act) or other registrations relating solely to employee benefit plans or any transaction governed by Rule 145 under the Securities Act), the Company shall give written notice of such proposed filing and the proposed date thereof to each Stockholder that owns Registrable Securities at least twenty (20) days before the anticipated filing of such registration statement, offering such Stockholder the opportunity to offer and sell Registrable Securities owned by such Person, by means of the prospectus contained in such registration statement. If such Stockholder desires to have its Registrable Securities registered under such registration statement pursuant to this Section 2.02, such Stockholder shall advise the Company thereof in writing within ten (10) days from the provision of the Company's notice (which request shall set forth the number of Registrable Securities for which registration is requested). Subject to Section 2.03 hereof, the Company shall include in such registration statement, if filed, all Registrable Securities so requested by such Stockholder to be included so as to permit such securities to be sold or disposed of in the manner and on the terms set forth in such request. Such registration shall hereinafter be called a "**Piggyback Registration** ." The Company shall have the right at any time to delay or discontinue, without liability to the Stockholders, any Piggyback Registration under this Section 2.02 at any time prior to the effective date of the Registration Statement if the proposed offering of Common Stock contemplated thereunder is discontinued.

(b) *Withdrawal Right* . Any Stockholder shall have the right to withdraw its request for inclusion of its Registrable Securities in any Registration Statement pursuant to this Section 2.02 by giving written notice to the Company of its request to withdraw; *provided* , *however* , that (i) such withdrawal request must be made in writing prior to the earlier of the execution of the underwriting agreement or the execution of the custody agreement with respect to such Piggyback Registration and (ii) such withdrawal shall be irrevocable and, after making such withdrawal, such Stockholder shall no longer have any right to include Registrable Securities in the Piggyback Registration from which such Stockholder withdrew.

Section 2.03. *Allocation of Securities Included in Registration Statements* . In connection with any Registration Statement in which the Stockholders have requested to include Registrable Securities which relates to an underwritten public offering, if the managing underwriter (s) of such offering advise(s) that the inclusion in such Registration Statement of some or all of the shares sought to be registered thereunder exceeds the number of shares (the “ **Saleable Number** ”) that can be sold in an orderly fashion without a substantial risk that the price per share to be derived from such registration will be materially and adversely affected, then the number of shares offered thereunder shall be limited to the Saleable Number and shall be allocated, subject to Section 3.05 below, as follows:

(i) if such registration is being effected in connection with any Piggyback Registration requested by the Stockholders for inclusion pursuant to Section 2.02 hereof, (A) first, to all the shares of Common Stock that the Company proposes to register for its own account, (B) second, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clause (A) above, to Registrable Securities of the Stockholders, pro rata on the basis of the number of Registrable Securities requested to be included in such Piggyback Registration by each such Stockholder, until such Stockholders have sold all such Registrable Securities, and (C) third, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clauses (A) and (B) above, to all other selling shareholders, pro rata on the basis of the number of shares offered for sale by each such shareholder; and

(ii) if the registration is being effected pursuant to a Demand Registration requested by a Stockholder pursuant to Section 2.01 hereof, (A) first, to Registrable Securities of the Stockholders, pro rata, on the basis of the number of Registrable Securities requested to be included in such Demand Registration by each such Stockholder, until such Stockholders have sold all such Registrable Securities, (B) second, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clause (A) above, to shares that the Company proposes to register for its own account, and (C) third, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clauses (A) and (B) above, to all other selling shareholders, pro rata on the basis of the number of shares requested to be included by each such shareholder.

Section 2.04. *Certain Notices; Suspension of Sales* . The Company may, upon written notice to the Registering Stockholders, suspend such Registering Stockholder's use of any Prospectus (which is a part of any Registration Statement) for a reasonable period not to exceed one hundred and twenty (120) days if the Company in its reasonable judgment believes it may possess material non-public information the disclosure of which in its reasonable judgment would have a material adverse effect on the Company and/or its subsidiaries. Each Registering Stockholder of Registrable Securities agrees by its acquisition of such Registrable Securities to hold any communication by the Company pursuant to this Section 2.04 in confidence.

ARTICLE 3 REGISTRATION PROCEDURES

Section 3.01. *Registration Procedures* . Subject to the terms of this Agreement, whenever the Company is required to effect or cause the registration of Registrable Securities pursuant to Article II hereof, the Company shall use its best efforts to effect the registration of such Registrable Securities in accordance with the intended method of disposition thereof as quickly as practicable. In connection with any Demand Registration, the Company shall, except as set forth in Section 2.01(c), as expeditiously as possible (and in no event more than one hundred and twenty (120) days from the date of receipt of a Demand) prepare and file with the Commission a Registration Statement on such form (including Form S-3) for which the Company then qualifies as the Company shall deem appropriate and which shall be available for the sale of the Registrable Securities to be registered thereunder in accordance with the provisions of this Agreement and in accordance with the intended method of disposition of such Registrable Securities. The Company shall use its best efforts to cause any Registration Statement filed hereunder to be declared effective as soon as reasonably practicable after the filing thereof with the Commission, including, without limitation, preparing and/or filing with the Commission such other documents as may be necessary to comply with the provisions of the Securities Act. Subject to the provisions of Section 2.04 hereof, the Company shall, as expeditiously as possible, prepare and file with the Commission such amendments and supplements to any Registration Statement filed hereunder and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective (pursuant to Rule 415 under the Securities Act or otherwise) until the earlier of (i) the date on which all of the Registrable Securities registered therein shall have been sold, and (ii) ninety (90) days after such Registration Statement is declared effective. The Company shall use its best efforts to cause all shares of Common Stock so registered to be listed, commencing not later than the effective date of the applicable registration statement, on the NYSE or such other national securities exchange (including the Nasdaq National Market) on which the Company's shares of Common Stock are listed at such time, and the Company shall enter into all related customary agreements, including a listing application and indemnification agreement in customary form, and provide a transfer agent and registrar for the shares of Common Stock being registered not later than the effective date of the applicable registration statement. The Company shall take such other actions as are reasonable and necessary to comply with the Securities Act, the Exchange Act and all applicable rules and regulations promulgated thereunder, or with the reasonable request of any Registering Stockholder with respect to the registration, qualification and distribution of the shares of Common Stock to be registered.

Section 3.02. *Copies; Review* . (a) At least five (5) Business Days before filing a Registration Statement or Prospectus or any amendment or supplement thereto (whether before or after effectiveness), the Company will furnish to the Registering Stockholders copies of all such documents proposed to be filed. Such documents will be subject to the review of the Registering Stockholders. The Company will immediately amend such Registration Statement and Prospectus to include such reasonable changes as the Registering Stockholders and the Company reasonably agree should be included therein. Any Registering Stockholder requesting a change which, in its reasonable judgment, is unreasonably refused by the Company may withdraw its Registrable Securities from such Registration Statement.

(b) The Company shall make available for inspection by any Registering Stockholder, any underwriter(s) participating in any disposition pursuant to a Registration Statement, and any attorney, accountant or other agent retained by any such Stockholder or underwriter (collectively, the “**Inspectors**”), all material financial and other records, pertinent documents and properties of the Company as shall be necessary to enable them to exercise their due diligence responsibility. The Company shall cause its officers, directors and employees to supply all material information requested by any such Inspector in connection with any such Registration Statement.

Section 3.03. *Amendments* . Subject to Section 2.04 hereof, the Company shall (a) prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement as may be necessary to keep the Registration Statement effective for the applicable time period required herein, (b) cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act, and (c) comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended methods of disposition by the Registering Stockholders set forth in such Registration Statement or Prospectus supplement.

Section 3.04. *Notification* . The Company shall promptly notify the Registering Stockholders and (if requested by any such Person) confirm such notification in writing, (a) when the Prospectus has been filed, and, with respect to the Registration Statement, when it has become effective, (b) of any request by the Commission for amendments or supplements to the Registration Statement or the Prospectus or for additional information, (c) of the issuance of any stop order suspending the effectiveness of the Registration Statement, or the refusal or suspension of qualification of registration of Registrable Securities, or the initiation of any proceedings for that purpose, (d) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, and (e) of any event that makes any material statement made in the Registration Statement, the Prospectus or any document incorporated therein by reference untrue or that requires the making of any changes in the Registration Statement, the Prospectus or any document incorporated therein by reference in order to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect. Subject to Section 2.04 hereof, the Company will make every reasonable effort to obtain the withdrawal of any order suspending the effectiveness of the Registration Statement at the earliest possible moment. If any event contemplated by clause (e) occurs, subject to Section 2.04 hereof, the Company shall promptly prepare a supplement or post-effective amendment to the Registration Statement or the Prospectus or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities, the Prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Upon receipt of any notice from the Company that any event of the kind described in clause (b), (c), (d) or (e) has happened, each Registering Stockholder shall discontinue offering the Registrable Securities until the Registering Stockholder receives the copies of the supplemented or amended Prospectus contemplated by the previous sentence, or until it is advised in writing by the Company that the use of the Prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated by reference in the Prospectus.

Section 3.05. *Information Included* . The Company may require each Registering Stockholder to furnish in writing to the Company such information regarding the Registering Stockholder and the distribution of the Registrable Securities as the Company may from time to time reasonably require for inclusion in the Registration Statement, and such other information as may be legally required in connection with such registration including, without limitation, all such information as may be requested by the Commission or the NYSE or any other applicable national exchange upon which the Common Stock is listed or to be listed. Each Registering Stockholder shall provide such information in writing and signed by such Stockholder and stated to be specifically for inclusion in the Registration Statement. The Company may exclude from such registration the Registrable Securities of any Registering Stockholder that fails to furnish such information within a reasonable time after receiving such request. Each Registering Stockholder agrees to furnish to the Company all information required to be disclosed in order to make the information previously furnished to the Company by such Registering Stockholder not misleading. If requested by the Registering Stockholders, the Company will, as soon as practicable, incorporate in a Prospectus supplement or post-effective amendment such information as the Registering Stockholders reasonably request be included therein relating to the sale of the Registrable Securities, including, but not limited to, information with respect to the number of Registrable Securities being sold and any other terms of the distribution of the Registrable Securities to be sold in such Offering. Subject to Section 2.04 hereof, the Company will make all required filings of such Prospectus supplement or post-effective amendment as promptly as practicable after being notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment.

Section 3.06. *Underwritten Offerings* . In the event that the distribution of the Registrable Securities covered by a Registration Statement filed hereunder shall be effected by means of an underwriting, the following provisions shall apply:

(a) if such distribution of Registrable Securities is being effected pursuant to a Demand Registration, the underwriter(s) shall be designated by the initiating Stockholder with the consent of the Company (not to be unreasonably withheld);

(b) the Company shall (i) cooperate with the underwriter(s), including attending any road shows and providing such assistance as the underwriter(s) may reasonably request in connection with the preparation of any materials necessary or desirable to effect such underwriting, (ii) enter into any such underwriting agreement as shall be appropriate under the circumstances, (iii) use its best efforts to comply with and satisfy all of the terms and conditions of each such underwriting agreement to which it shall be a party, and (iv) comply with all applicable rules and regulations of the Commission including, without limitation, applicable reporting requirements under the Exchange Act;

(c) if such distribution of Registrable Securities is being effected pursuant to a Demand Registration, including, without limitation, in any primary offering by the Company, any over-allotment option to be granted to the managing underwriter(s) shall be allocated to and granted by any Person designated by the Stockholders, and if such distribution is being effected pursuant to a Piggyback Registration, any over-allotment option to be granted to the managing underwriter(s) shall be allocated to and granted by the Company (in the event of any primary offering by the Company) and all selling shareholders pro-rata based on the number of shares sold pursuant to such offering; and

(d) the Registering Stockholder(s) shall enter into underwriting agreement(s), power(s) of attorney and custody agreement(s), which agreements and powers shall contain customary provisions as shall be appropriate under the circumstances.

Section 3.07. *Copies* . The Company will (a) promptly furnish to the Registering Stockholders without charge, at least one signed copy of the Registration Statement and any post-effective amendment thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference), and (b) promptly deliver to the Registering Stockholders without charge, as many copies of the Prospectus (including each Preliminary Prospectus) and any amendment or supplement thereto as such Persons may reasonably request. The Company consents to the use of the Prospectus or any amendment or supplement thereto by the Registering Stockholders in connection with the offering and sale of the Registrable Securities covered by the Prospectus or any amendment or supplement thereto.

Section 3.08. *Blue Sky Registration* . Prior to any offering of Registrable Securities covered by a Registration Statement under Section 2.01 or 2.02, the Company will register or qualify or cooperate with the Registering Stockholders and their respective counsel in connection with the registration or qualification of such Registrable Securities under the securities or blue sky laws of any such jurisdictions in the United States as the Registering Stockholders reasonably request in writing, and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of such Registrable Securities. The Company will not be required to take any actions under this Section 3.08 if such actions would require the Company to (a) qualify to do business in any jurisdiction where it is not then so qualified, (b) submit to the general taxation of any jurisdiction where it is not then so subject or (c) file in any jurisdiction any general consent to service of process.

Section 3.09. *Certificates* . The Company will cooperate with the Registering Stockholders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold that do not bear any restrictive legends. Such certificates will be in such denominations and registered in such names as the Registering Stockholders request at least two (2) Business Days prior to any sale of Registrable Securities.

Section 3.10. *Section 11(a) Notice* . The Company will make generally available to its shareholders the information required pursuant to the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

Section 3.11. *Registration Expenses* . (a) *Company Expenses* . Subject to the provisions of Section 3.11(b) below, the Company shall pay all expenses incident to the Company's performance of or compliance with this Agreement, including, but not limited to, all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, fees and expenses incurred in connection with the quotation or listing of the Registrable Securities on the NYSE (or any other national securities exchange on which such securities are then listed), transfer agent fees, printing expenses, messenger expenses, telephone and delivery expenses, and fees and disbursements of counsel to the Company, counsel to the underwriter(s) of any underwritten offering (but only to the extent that the Company or the Registering Shareholders are contractually required to bear such fees and disbursements pursuant to the applicable underwriting agreement(s)) and of independent certified public accountants of the Company. The Company shall also pay for (i) the fees and expenses of one firm of legal counsel, if any, retained to represent all the Registering Shareholders in connection with any Registration Statement filed hereunder, (ii) the Company's internal expenses, including the expense of any annual audit, (iii) the fees and expenses of any Person retained by the Company, and (iv) the cost of furnishing copies of each preliminary Prospectus, each final Prospectus and each such amendment or supplement thereto to the underwriters, dealers and other purchasers of shares of Common Stock.

(b) *Shareholder Expenses* . The Registering Shareholders shall pay all underwriting fees, commissions and discounts with respect to the sale of any Registrable Securities and any transfer taxes incurred in respect of such sale. Each Registering Shareholder shall also be responsible for the payment of all fees and expenses of legal counsel retained by it, other than the fees and expenses of the firm of legal counsel retained to represent all the Registering Shareholders in connection with any Registration Statement filed hereunder for which the Company is responsible pursuant to Section 3.11(a) above.

ARTICLE 4
INDEMNIFICATION

Section 4.01. *Indemnification by the Company* . The Company will indemnify and hold harmless each of the Registering Stockholders and each Person, if any, who controls a Registering Stockholder (within the meaning of Section 15 of the Securities Act) (each, a “ **Stockholder Control Person** ”) from and against any and all losses, claims, damages and liabilities (“ **Losses** ”) reasonably incurred in connection with, and any amount paid in settlement of, any action suit or proceeding or any claim asserted to which the Registering Stockholder or Stockholder Control Person may become subject under the Securities Act, the Exchange Act or other federal or state securities laws or regulations, at common law or otherwise, insofar as such Losses arise out of or are based upon (a) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus or preliminary prospectus or any amendment or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or (b) any violation by the Company of the Securities Act or the Exchange Act, or other federal or state securities laws applicable to the Company and relating to any action or inaction required of the Company in connection with such registration. In addition, the Company will reimburse the Registering Stockholder and Stockholder Control Person(s) for any reasonable investigation, legal or other expenses incurred by such Registering Stockholder or Stockholder Control Person(s) in connection with investigating or defending any such Loss. Notwithstanding anything herein to the contrary, the Company will not be liable with respect to the portion of any such Loss that (i) arises out of or is based upon any alleged untrue statement or alleged omission made in such Registration Statement, preliminary Prospectus, Prospectus, or amendment or supplement in reliance upon and in conformity with written information furnished to the Company by the Registering Stockholders specifically for use therein or (ii) attributable to a Registering Stockholder’s (A) use of a Prospectus after being notified by the Company to suspend use thereof pursuant to Section 3.04 above or (B) failure to deliver a final Prospectus to the Person asserting any losses, claims, damages and liabilities and judgments caused by any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, if such material misstatement or omission or alleged material misstatement or omission was cured in an amended or supplemented Prospectus prepared by the Company and delivered to the Registering Stockholder at or prior to the time written confirmation of sale to such Person was required to be made. The foregoing indemnity will remain in full force and effect regardless of any investigation made by or on behalf of the Registering Stockholder or Stockholder Control Person, and will survive the transfer of such securities by the Registering Stockholder.

Section 4.02. *Indemnification by Registering Stockholders* . If a Registering Stockholder sells Registrable Securities under a Prospectus that is part of a Registration Statement, the Registering Stockholder shall indemnify and hold harmless the Company, its directors, each officer who signed such Registration Statement and each Person who controls the Company (within the meaning of Section 15 of the Securities Act) (each, a “ **Controlling Person** ”) under the same circumstances as the foregoing indemnity from the Company to the Registering Stockholders and Stockholder Control Persons, but only to the extent that such Losses arise out of or are based upon any untrue or allegedly untrue statement of a material fact or omission or alleged omission of a material fact that was made in the Prospectus, the Registration Statement, any preliminary prospectus, or any amendment or supplement thereto, in reliance upon and in conformity with written information relating to a Registering Stockholder or a Stockholder Control Person furnished to the Company by a Registering Stockholder expressly for use therein. In no event will the aggregate liability of a Registering Stockholder and/or a Stockholder Control Person exceed the amount of the net proceeds received by the Registering Stockholder upon the sale of the Registrable Securities giving rise to such indemnification obligation. Such indemnity will remain in full force and effect regardless of any investigation made by or on behalf of the Company or such officer, director, employee or Controlling Person and will survive the transfer of such securities by the Registering Stockholder.

Section 4.03. *Contribution* . If the indemnification provided for in Section 4.01 or 4.02 is unavailable to an indemnified party, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, will have a joint and several obligation to contribute to the amount paid or payable by such indemnified party as a result of such Losses. Such contribution will be in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and such indemnified party, on the other hand, in connection with the actions, statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations. The relative fault of such indemnifying party, on the one hand, and indemnified party, on the other hand, will be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been taken or made by, or relates to information supplied by, such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent any such action, statement or omission. The amount paid or payable by a party as a result of any such Losses will be deemed to include any investigation, legal or other fees or expenses incurred by such party in connection with any investigation or proceeding, to the extent such party would have been indemnified for such expenses if the indemnification provided for in Section 4.01 or 4.02 was available to such party. If, however, the allocation provided above is not permitted by applicable law, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative faults but also the relative benefits of the indemnifying party and the indemnified party as well as any other relevant equitable considerations. The parties hereto agree that it would not be just and equitable if contributions pursuant to this Section 4.03 were to be determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the preceding sentences of this Section 4.03. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Section 4.04. *Conduct of Indemnification Proceedings* . Any Person entitled to indemnification hereunder will (a) give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification, and (b) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; *provided* that the failure to give such notice shall not relieve an indemnifying party of liability except to the extent it has been prejudiced as a result of such failure. Any Person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in (but not control) the defense of such claim, but the fees and expenses of such counsel will be at the expense of such Person and not of the indemnifying party unless (x) the indemnifying party has agreed to pay such fees or expenses, (y) the indemnifying party has failed to assume the defense of such claim and employ counsel reasonably satisfactory to such Person within a reasonable period of time pursuant to this Agreement, or (z) a conflict of interest exists between such Person and the indemnifying party with respect to such claims that would make such separate representation required under applicable ethical rules. In the case of clause (z) above, if the Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person. If such defense is not assumed by the indemnifying party, the indemnifying party shall not be subject to any liability for any settlement made without its consent (but such consent shall not be unreasonably withheld). No indemnified party will be required to consent to entry of any judgment or enter into any settlement that does not include as an unconditional term the giving of a release, by all claimants or plaintiffs to such indemnified party from all liability with respect to such claim or litigation. Any indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel (other than required local counsel) for all parties indemnified by such indemnifying party with respect to such claim.

ARTICLE 5 OTHER AGREEMENTS

Section 5.01. *Restrictions on Public Sale by the Stockholders* . If requested by the managing underwriter(s) of an underwritten public offering, the Stockholders will not effect any public sale or distribution of securities of the same class (or securities exchangeable or exercisable for or convertible into securities of the same class) as the securities included in such offering (including, but not limited to, a sale pursuant to Rule 144 of the Securities Act) during the 10-day period prior to and the 180-day period beginning on the effective date of, such offering (the “**Lock-Up Period**”). Notwithstanding the foregoing, if (a) during the last 17 days of the Lock-Up Period the Company issues an earnings release or material news of a material event relating to the Company occurs or (b) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the 17-day period beginning on the last day of the Lock-Up Period, then the Lock-Up Period shall continue to apply until the expiration of the 17-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

Section 5.02. *Rule 144* . The Company shall file, on a timely basis, all reports required to be filed by it under the Securities Act and the Exchange Act, and will take such further action and provide such documents as the Stockholders may reasonably request, all to the extent required from time to time to enable the Stockholders to sell Registrable Securities without registration under the Securities Act within the limitation of the conditions provided by (a) Rule 144 under the Securities Act, as such rule may be amended from time to time, or (b) any similar rule or regulation hereafter adopted by the Commission. Upon the request of a Stockholder, the Company will deliver to the Stockholder a statement verifying that it has complied with such information and requirements.

ARTICLE 6
MISCELLANEOUS

Section 6.01. *Amendments; Waivers* . This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

Section 6.02. *Entire Agreement*. This Agreement constitutes the entire agreement between the parties hereto pertaining to its subject matter and supersedes and replaces all prior agreements and understandings of the parties in connection with such subject matter.

Section 6.03. *Notices* . All notices and other communications hereunder shall be given in writing and delivered personally, by registered or certified mail (postage prepaid return receipt requested), by overnight courier (postage prepaid), facsimile transmission or similar means, to the party to receive such notices or communications at the address set forth below (or such other address as shall from time to time be designated by such party to the other parties in accordance with this Section 6.03):

If to the Company:

Ormat Technologies, Inc.
6225 Neil Road
Reno, NV 89511-1136
Attn: Isaac Angel
Facsimile: +1 (775) 356-9039

with required copies to (which will not constitute notice):

Chadbourne & Parke LLP
1200 New Hampshire Avenue N.W.
Washington, DC 20036
Attn: Noam Ayali, Esq.
Facsimile: +1 (202) 974-5602
Email: NAYali@chadbourne.com

Chadbourne & Parke LLP
1301 Avenue of the Americas
New York, NY 10019-6022
Attn: Charles E. Hord, Esq.
Facsimile: +1 (212) 541-5369
Email: CHord@chadbourne.com

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn: William Aaronson, Esq.
Facsimile: 212-701-5397
E-mail: william.aaronson@davispolk.com

If to FIMI:

FIMI ENRG, Limited Partnership, an Israeli limited partnership and FIMI ENRG, L.P., a Delaware limited partnership
c/o FIMI IV 2007 Ltd.
98 Yigal Alon Street
Facsimile: +972 (03) 565-2245
with required copies to (which will not constitute notice):

Naschitz Brandes Amir & Co.
5 Tuval Street
Tel-Aviv, Israel 6789717
Attn: Sharon Amir
Facsimile: +972 (03) 623-5106
Email: samir@nblaw.com

If to Bronicki:

Bronicki Investments Ltd.
5 Brosh St.
Yavne, Israel 8151072

with required copies to (which will not constitute notice):

Gross, Kleinhendler, Hodak, Halevy, Greenberg & Co.
1 Azrieli Center
Round Building
Tel-Aviv, Israel 67021
Attn: Rona Bergman Naveh
Facsimile: +972 (03) 607-4422
Email: rona@gkh-law.com

All such notices and communications hereunder shall be deemed given when received, as evidenced by the signed acknowledgment of receipt of the person to whom such notice or communication shall have been personally delivered, the acknowledgment of receipt returned to the sender by the applicable postal authorities, the confirmation of delivery rendered by the applicable overnight courier service, or the confirmation of a successful facsimile transmission of such notice or communication. A copy of any notice or other communication given by any party to any other party hereto, with reference to this Agreement, shall be given at the same time to the other parties to this Agreement.

Section 6.04. *GOVERNING LAW*. THE PARTIES HERETO AGREE THAT THIS AGREEMENT, AND THE RESPECTIVE RIGHTS, DUTIES AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREUNDER.

Section 6.05. *Assignment*. No Stockholder shall be permitted to assign any of its rights or obligations hereunder by operation of law or otherwise without the prior written consent of the Company; *provided*, that a Stockholder may assign any of its rights or obligations hereunder to any Affiliate of such Stockholder without obtaining the prior written consent of the Company so long as such Affiliate agrees in writing to be bound by the provisions of this Agreement that are applicable to such Stockholder as if such Affiliate was an original party hereto. Notwithstanding any such assignment, such Stockholder shall continue to be liable for the performance of all obligations of such Stockholder and those of its assignee hereunder.

Section 6.06. *Severability*. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. If any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 6.07. *No Waiver*. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

Section 6.08. *No Third Party Beneficiaries* . This Agreement is not intended to be for the benefit of, and shall not be enforceable by, any Person who or which is not a party hereto. Any Person who or which is not a party hereto shall not be entitled to any benefit hereunder.

Section 6.09. *Headings* . The Section headings in this Agreement are for convenience of reference only and are not intended to be a part of this Agreement or to affect the meaning or interpretation of this Agreement.

Section 6.10. *Counterparts* . This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one agreement.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement as of the date first set forth above.

ORMAT TECHNOLOGIES, INC.

By:

Name: []

Title: []

BRONICKI INVESTMENTS LTD.

By:

Name: []

Title: []

FIMI ENRG, LIMITED PARTNERSHIP

By: **FIMI IV 2007 LTD., its General Partner**

Name:

Title:

FIMI ENRG L.P.

By: **FIMI IV 2007 LTD., its General Partner**

Name:

Title:

[*Signature page to Registration Rights Agreement*]

PRESS RELEASE



Ormat Technologies Contact:
Smadar Lavi
Investor Relations
775-356-9029
slavi@ormat.com

Investor Relations Contact:
Todd Fromer / Brad Nelson
KCSA Strategic Communications
212-896-1215 / 212-896-1217
tfromer@kcsa.com / bnelson@kcsa.com

Ormat Technologies will Acquire its Parent Through a Share Exchange

Ormat Industries' Shareholders to Exchange Shares for Stake in Ormat Technologies

Deal Eliminates Majority Ownership and Control Structure

(RENO, Nev.) November 10, 2014, Ormat Technologies, Inc. (NYSE: ORA) announced today that it is entering into a definitive share exchange and plan of merger agreement (the "Exchange Agreement") with its parent entity, Ormat Industries Ltd. ("OIL"). Under this agreement, Ormat Technologies will acquire Ormat Industries through a share exchange that will eliminate OIL's majority ownership interest in, and control of, Ormat Technologies. OIL currently holds approximately 60% of Ormat Technologies' outstanding common stock.

Mr. Isaac Angel, Ormat Chief Executive Officer, stated: "Streamlining our corporate structure is a crucial step to unlocking the value inherent in our business. Ormat transitioning to a non-controlled single public listing will significantly increase the number of shares available to be publicly traded. We believe that enhancing liquidity and increasing shareholder base will translate to increasing shareholders value."

Mr. Doron Blachar, Ormat Chief Financial Officer, added: "Transitioning to a single public listing will eliminate duplicate costs, dual accounting reporting standards and increase efficiencies. Streamlining the corporate structure will allow the company to focus on growing the business."

Ormat Technologies anticipates that the transaction will benefit Ormat Technologies and its stockholders in several ways, including:

- **Enhance Liquidity:** Ormat Technologies' float will increase from approximately 40% to approximately 76% of total shares outstanding once the transaction is complete, which should help elevate trading volume and may increase equity coverage.
 - **Create Synergies:** The acquisition will eliminate certain costs and inefficiencies resulting from maintaining two public entities.
 - **Become a non controlled public company**
-

Key Terms and Timeline

Under the terms of the Share Exchange Agreement, OIL shareholders will be entitled to receive 0.2592x shares for each share in OIL, or an aggregate of approximately 30.3 million shares. Upon closing of the transaction, existing Ormat Technologies shareholders will own approximately 38% and former OIL shareholders will own approximately 62% of Ormat Technologies.

The transaction, which is expected to close in the first quarter of 2015, is subject to (i) approval by OIL's shareholders (ii) receipt of regulatory approvals, (iii) Israeli court approval and (iv) the satisfaction of other customary closing conditions. There can be no assurance as to when or if the transactions contemplated by the Share Exchange Agreement will be consummated.

Ormat Technologies' board of directors, acting upon the unanimous recommendation of a special committee of the board comprised solely of independent and disinterested directors (the "Special Committee") approved the Share Exchange Agreement and the transactions contemplated thereby and recommended that it be approved by Ormat Technologies shareholders. OIL, which currently owns approximately 60% of the outstanding shares of Ormat Technologies, has executed a written consent approving the transaction and, consequently, no other vote of Ormat Technologies shareholders will be necessary or solicited.

OIL's largest shareholders, FIMI Opportunity Funds and the Bronicki family, who together own approximately 39% of the outstanding shares of OIL, and as a result of the transaction, are expected to own approximately 24% of the outstanding shares of Ormat Technologies, have entered into several agreements with Ormat Technologies, including (i) a voting agreement pursuant to which they have agreed to vote their OIL shares in favor of the transaction, and (ii) agreements pursuant to which, among others matters, they have agreed to certain limitations restricting their voting rights in Ormat Technologies shares.

The Special Committee negotiated the terms of the Share Exchange Agreement with the assistance of its financial and legal advisors, J.P. Morgan and Davis Polk & Wardwell LLP.

For more information regarding the transaction, please see Ormat Technologies' Current Report on Form 8-K that was filed this morning. See also below under "Additional Information and Where You Can Find It."

Conference Call Details

Ormat Technologies will host a conference call to discuss the transaction at 9:00 A.M. ET on Tuesday, November 11, 2014. The call will be available as a live, listen-only webcast at www.ormat.com. The call also will be available to investors and analysts by dialing 1-877-511-6790 within the U.S. 1-855-669-9657 from Canada or 1-412-902-4141 from abroad. Please ask to be joined into the Ormat Technologies, Inc. call. During the call, management will refer to slides that will be posted on the web site. The slides and accompanying webcast can be accessed through Investor Relations section of Ormat's website.

An archive of the webcast will be available approximately 10 minutes after the conclusion of the live call.

About Ormat Technologies, Inc.

With over four decades of experience, Ormat Technologies, Inc. is a leading geothermal company and the only vertically integrated company solely engaged in geothermal and recovered energy generation (REG). The company owns, operates, designs, manufactures and sells geothermal and REG power plants primarily based on the Ormat Energy Converter - a power generation unit that converts low-, medium- and high-temperature heat into electricity. With over 77 U.S. patents, Ormat's power solutions have been refined and perfected under the most grueling environmental conditions. Ormat has 480 employees in the United States and about 640 overseas. Ormat's flexible, modular solutions for geothermal power and REG are ideal for the vast range of resource characteristics. The company has engineered, manufactured and constructed power plants, which it currently owns or has installed to utilities and developers worldwide, totaling over 1,900 MW of gross capacity. Ormat's current generating portfolio of 626 MW (net) is spread globally in the U.S., Guatemala and Kenya.

Ormat's Safe Harbor Statement

Information provided in this press release contains statements relating to current expectations, estimates, forecasts and projections about future events that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. These forward-looking statements generally relate to Ormat's plans, objectives and expectations for the share exchange, the related restructuring of the Ormat corporate group and the anticipated consequences of the transaction and are based upon its management's current expectations. These forward looking statements include, among others, the benefits that Ormat Technologies believes the transaction will create, including those related to expected cost savings, enhanced liquidity, synergies, corporate visibility and identity. Actual future results may differ materially from those projected as a result of certain risks and uncertainties.

These forward-looking statements are made only as of the date hereof, and we undertake no obligation to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise.

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