FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2015-02-17**
SEC Accession No. 0001178913-15-000556

(HTML Version on secdatabase.com)

SUBJECT COMPANY

ORMAT TECHNOLOGIES, INC.

CIK:**1296445**| IRS No.: **880326081** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **SC 13D** | Act: **34** | File No.: **005-80498** | Film No.: **15623669**
SIC: **4911** Electric services

Mailing Address	Business Address
6225 NEIL ROAD, SUITE 300	*6225 NEIL ROAD, SUITE 300*
RENO NV 89511-1136	*RENO NV 89511-1136*
	775-356-9029

FILED BY

FIMI IV 2007 LTD.

CIK:**1632412**| IRS No.: **000000000** | State of Incorp.:**L3** | Fiscal Year End: **1231**
Type: **SC 13D**

Mailing Address	Business Address
98 YIGAL ALON ST.	*98 YIGAL ALON ST.*
ELECTRA BULIDING	*ELECTRA BULIDING*
TEL AVIV L3 6789141	*TEL AVIV L3 6789141*
	0097235652244

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

[Rule 13d-101]

(Amendment No. __)*

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO RULE § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO RULE § 240.13d-2(a)

Ormat Technologies, Inc.

(Name of Issuer)

Common Stock, $0.001 par value per share

(Title of Class of Securities)

686688-10-2

(CUSIP Number)

FIMI IV 2007 Ltd., Electra Tower, 98 Yigal Alon Street, Tel-Aviv 67891, Israel

Tel: +972-3-5652244

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

February 12, 2015

(Date of Event which Requires Filing this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

---

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 686688-10-2	**Schedule 13D**	

1	NAMES OF REPORTING PERSONS **FIMI IV 2007 Ltd.**	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS **OO**	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION **Israel**	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER **0**
	8	SHARED VOTING POWER **11,607,361*** ^
	9	SOLE DISPOSITIVE POWER **0**
	10	SHARED DISPOSITIVE POWER **7,314,118***
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON **11,607,361** ^	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☒	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) **23.91%***^	
14	TYPE OF REPORTING PERSON **CO**	

* See Item 5 –for beneficial ownership information.

^ Includes Shares beneficially owned by the other parties to the SHA described in Item 4.

CUSIP No. 686688-10-2	**Schedule 13D**	

1	NAMES OF REPORTING PERSONS **FIMI ENRG, L.P.**		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS **OO**		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION **Delaware**		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER **0**	
	8	SHARED VOTING POWER **11,607,361*** ^	
	9	SOLE DISPOSITIVE POWER **0**	
	10	SHARED DISPOSITIVE POWER **7,314,118**	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON **11,607,361***^		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☒		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) **23.91%**^		
14	TYPE OF REPORTING PERSON **PN**		

* See Item 5 –for beneficial ownership information.

^ Includes Shares beneficially owned by the other parties to the SHA described in Item 4.

CUSIP No. 686688-10-2	**Schedule 13D**	

1	NAMES OF REPORTING PERSONS **FIMI ENRG, Limited Partnership**		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS **OO**		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION **Israel**		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER **0**	
	8	SHARED VOTING POWER **11,607,361*** ^	
	9	SOLE DISPOSITIVE POWER **0**	
	10	SHARED DISPOSITIVE POWER **7,314,118**	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON **11,607,361*** ^		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☒		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) **23.91%**^		
14	TYPE OF REPORTING PERSON **PN**		

* See Item 5 – for beneficial ownership information.

^ Includes Shares beneficially owned by the other parties to the SHA described in Item 4.

CUSIP No. 686688-10-2	**Schedule 13D**	

1	NAMES OF REPORTING PERSONS **Ishay Davidi**		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS **OO**		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION **Israel**		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER **0**	
	8	SHARED VOTING POWER **11,607,361*** ^	
	9	SOLE DISPOSITIVE POWER **0**	
	10	SHARED DISPOSITIVE POWER **7,314,118**	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON **11,607,361*** ^		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☒		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) **23.91%**^		
14	TYPE OF REPORTING PERSON **IN**		

* See Item 5 for beneficial ownership information.

^ Includes Shares beneficially owned by the other parties to the SHA described in Item 4.

Item 1. Security and Issuer.

This statement relates to shares of common stock, par value $0.001 per share (the "Shares") of Ormat Technologies, Inc., a Delaware corporation (the "Issuer"). The principal executive offices of the Issuer are located at 6225 Neil Road, Reno, Nevada 89511.

Item 2. Identity and Background.

(a) - (c), (f): The following are the (i) names of the reporting persons (the "Reporting Persons"), (ii) place of organization, principal business, and address of the principal business or office of each Reporting Person that is a corporation, and (iii) residence or business address and present principal occupation or employment, and the name, principal business and address of any corporation or other organization in which such employment is conducted, and citizenship, of each Reporting Person who is a natural person:

(1) FIMI IV 2007 Ltd. ("FIMI IV 2007") is a private company limited by shares, organized under the laws of the State of Israel. FIMI IV 2007 is the managing general partner of each of FIMI ENRG 1 and FIMI ENRG 2 (as defined below). Its principal business is the management of FIMI Opportunity IV, L.P., FIMI Israel Opportunity IV, Limited Partnership, FIMI ENRG 1 and FIMI ENRG 2.

(2) FIMI ENRG, L.P. ("FIMI ENRG 1") is a limited partnership incorporated in Delaware. FIMI ENRG 1's principal business is holding the shares of Ormat Industries Ltd. and the Issuer.

(3) FIMI ENRG, Limited Partnership ("FIMI ENRG 2", and together with FIMI ENRG 1, "FIMI ENRG") is a limited partnership registered in Israel. FIMI ENRG 2's principal business is holding the shares of the Issuer.

(4) Ishay Davidi is a citizen of the State of Israel and serves as the Chief Executive Officer of FIMI IV 2007. Mr. Davidi controls the Reporting Persons through companies controlled by him.

The business address for Mr. Davidi and each of the entities listed in (1) through (3) above is c/o FIMI IV 2007 Ltd., Electra Tower, 98 Yigal Alon Street, Tel-Aviv 67891, Israel.

(d) None of the Reporting Persons has, during the last five years, been convicted in any criminal proceeding (excluding traffic violations and similar misdemeanors).

(e) None of the Reporting Persons has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

See Item 4 below, which is incorporated by reference herein.

Item 4. Purpose of Transaction.

On November 10, 2014, the Issuer entered into a Share Exchange Agreement and Plan of Merger (the "Share Exchange Agreement") with Ormat Industries Ltd., an Israeli company ("Ormat Industries"), that as of such date owned approximately 59.75% of the outstanding Shares of the Issuer, and Ormat Systems Ltd., an Israeli company wholly-owned by the Issuer ("Ormat Systems"). Pursuant to the Share Exchange Agreement, the Issuer agreed, among other things, to acquire Ormat Industries through a share exchange (the "share exchange") in which the Issuer will issue new Shares to Ormat Industries' shareholders in exchange for all of the outstanding ordinary shares of Ormat Industries at an exchange ratio of 0.2592 Shares for each outstanding ordinary share of Ormat Industries. The closing of the transactions contemplated by the Share Exchange Agreement (the "Closing") occurred on February 12, 2015.

As a result of the share exchange, FIMI ENRG, which prior to the Closing owned 28,218,049 ordinary shares of Ormat Industries, representing approximately 24.22% of the outstanding ordinary shares of Ormat Industries, received 7,314,118Shares, representing approximately 15.06% and of the outstanding Shares.

In connection with the Share Exchange Agreement, on November 10, 2014, each of (1) FIMI ENRG, and (b) other former principal shareholder of Ormat Industries, Bronicki Investments Ltd. ("Bronicki Investments") entered into a voting agreement (the "Voting and Undertaking Agreements") with the Issuer. Under the Voting and Undertaking Agreements, FIMI ENRG and Bronicki Investments agreed, among other things, to vote in favor of the Share Exchange Agreement and the transactions contemplated thereby. FIMI ENRG and Bronicki Investments also agreed to comply in all respects with the provisions of the Israeli Tax Ruling (as defined therein) applicable to them, which provide, among other things, that prior to December 31, 2016 each of Bronicki Investments and FIMI ENRG may not sell the Shares it received in the share exchange except in certain limited circumstances.

As contemplated in the Voting and Undertaking Agreement, before the Closing, FIMI ENRG deposited all the ordinary shares of Ormat Industries held by it with an Israeli escrow agent (the "Escrow Agent") on the terms set forth in the Escrow Agreement, dated February 10, 2015 (the "Escrow Agreement"), by and among the Issuer, the Escrow Agent, FIMI ENRG and Bronicki Investments. According to the Escrow Agreement, the Escrow Agent's primary role is to ensure the compliance by FIMI ENRG and Bronicki Investments with the provisions of the Israeli Tax Ruling applicable to them. As a result of the Closing, and as contemplated by the Escrow Agreement, the Shares acquired by FIMI ENRG were deposited by the Issuer with the Escrow Agent.

In connection with the Share Exchange Agreement, on November 10, 2014, the Issuer also entered into Voting Neutralization Agreements with each of FIMI ENRG (the "FIMI Voting Neutralization Agreement") and a Voting Neutralization Agreement with Bronicki Investments (the "Bronicki Voting Neutralization Agreement" and, together with the FIMI Voting Neutralization Agreement, the "Voting Neutralization Agreements"). Under the Voting Neutralization Agreements, FIMI ENRG and Bronicki Investments (the "Restricted Shareholders") agreed, among other things, to certain restrictions on their Shares. Among other things, the Voting Neutralization Agreements:

- Require the Restricted Shareholders to vote all voting securities owned by FIMI ENRG and Bronicki Investments and their respective affiliates in excess of 16% and 9%, respectively, of the combined voting power of the Issuer's shares in proportion to votes cast by the other holders of the Issuer's voting securities at any time any action is to be taken by the Issuer's stockholders.

- Prohibit the acquisition of Issuer voting securities by FIMI ENRG and Bronicki Investments and their respective affiliates if after giving effect to any such acquisition FIMI ENRG and Bronicki Investments 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 Issuer's shares.

- Prohibit, prior to January 1, 2017, the sale of more than 10% of all Issuer voting securities owned in the aggregate by the Restricted Shareholders.

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

- Prohibit the Restricted Shareholders from renewing their SHA (defined below) beyond its expiration date, May 22, 2017.

As provided for in the Voting Neutralization Agreements, on February 12, 2015 the Issuer entered into a registration rights agreement with Bronicki Investments and FIMI (the “Registration Rights Agreement”). The Registration Rights Agreement provides, among other things, that the Restricted Shareholder may, subject to certain limitations, require the Issuer to prepare and file with the Securities and Exchange Commission a registration statement to register a public offering of the Shares held by the Restricted Shareholder, and to require the Issuer to include in a registration statement filed by the Issuer, Shares of the Restricted Shareholder as requested by the Restricted Shareholder, in order to permit the sale or disposition of such Shares (a piggyback right) on terms and conditions set forth in the Registration Rights Agreement.

FIMI ENRG is also a party to (i) a shareholder rights agreement, dated March 16, 2012, with Bronicki Investments, which was amended and restated on November 10, 2014 (the "SHA") in connection with the Share Exchange Agreement and (ii) a share purchase agreement, dated March 16, 2012, with Bronicki Investments which was amended on May 22, 2012 and November 10, 2014 (the "SPA"). As a result of the share exchange, Bronicki Investments, which prior to the closing owned 16,563,442 ordinary shares of Ormat Industries, representing approximately 14.21% of the outstanding ordinary shares, acquired 4,293,243 Shares, representing approximately 8.84% of the outstanding Shares. The SHA contains various provisions governing matters such as:

- voting and transfers of the Shares held by Bronicki Investments and FIMI ENRG following the share exchange (including a right of first offer, “tag-along” right, a “bring-along” right and, by way of an amendment to the SPA, a call option right to FIMI ENRG);

- the composition of the board of directors of Issuer and its active subsidiaries and the committees of the board of directors of Issuer as further detailed below;

- agreements concerning various corporate policies and governance matters relating to Issuer and its subsidiaries, to the extent subject to a vote of Issuer stockholders (namely, that unless otherwise agreed and as long as the parties hold a certain minimum percentage of the Issuer’s share capital, the parties will vote against liquidation or entrance into any bankruptcy or similar proceeding by the Issuer (or a material subsidiary thereof, if under applicable law it is required to be brought to the parties’ approval), a material change in the field of operations of Issuer (or a material subsidiary thereof, if under applicable law it is required to be brought to the parties’ approval), and/or amendment of the of Issuer's Articles of Association with respect to the Issuer’s staggered board of directors); and

- compliance with the Israeli Tax Ruling, including the internal allocation between Bronicki Investments and FIMI ERG of the amount of Shares they are permitted to sell under the Israeli Tax Ruling.

The SHA provides that, subject to certain exceptions, Bronicki Investments and FIMI ENRG will:

- subject to any applicable law and fiduciary duties, use their reasonable efforts to cause an equal number of designees of Bronicki Investments and FIMI ENRG to be elected or appointed to Issuer's board of directors and to the boards of all of Issuer's active subsidiaries and to the committees of Issuer's board of directors. Specifically, Bronicki Investments and FIMI ENRG agreed that they will each have the right to designate four members to Issuer's board of directors. The number of directors that Bronicki Investments and FIMI ENRG may designate is subject to staged adjustments if either Bronicki Investments or FIMI ENRG or both cease to own specified minimum numbers of Shares, within various ranges specified in the SHA; including minimum shareholdings below which such shareholder loses the right of directors’ designation; and

- subject to any applicable law and subject to continued holding of certain minimum numbers of Shares, if the current CEO of the Issuer ceases to act as the CEO of the Issuer, use their best efforts to cause the nomination of Bronicki Investments’ designee as Chief Executive Officer or Chairman of Issuer's board or directors (as Bronicki Investments may decide in its sole discretion), and the appointment of FIMI ENRG’s designee as the Chairman of Issuer's board of directors (if Bronicki Investments’ designee serves as Chief Executive Officer) or Issuer's Chief Executive Officer (if Bronicki Investments’ designee serves as Chairman of Issuer's board of directors).

The SHA also provides that, subject to applicable law, it is the view of Bronicki Investments and FIMI ENRG that Issuer should distribute in each calendar year dividends in an amount equal to 20% of its profits available for distribution.

The SHA became effective upon the Closing and will terminate on May 22, 2017, provided that during the period from January 1, 2017 until May 22, 2017 any exercise of Bronicki Investments' or FIMI ENRG's rights with respect to the transfer of the Shares by the other party described above will be subject to the respective Voting Neutralization Agreements described above.

On December 14, 2014, FIMI IV 2007 on behalf of FIMI ENRG sent a letter to the Issuer (the "FIMI Letter"). The FIMI Letter provides that in the event that on May 31, 2017 FIMI ENRG still holds Shares and has appointed a member of the board of directors of the Issuer, it will (to the extent permitted by applicable law) cause such director-appointee to advise that the Issuer's board of directors recommend to the shareholders of the Issuer the elimination of the staggered structure of the board (pursuant to which the Issuer's board of directors is classified into three classes of directors serving staggered, three-year terms), and if the board of directors agrees to put such matter to a vote of the shareholders it will vote all of its Shares in favor of the elimination of the staggered structure of the board.

The foregoing description of the Share Exchange Agreement, the Voting and Undertaking Agreement, the Escrow Agreement, the Voting Neutralization Agreements, the SHA, the SPA and the FIMI Letter does not purport to be complete and is subject to, and qualified in its entirety by, the full text of such documents, which are attached as Exhibits 1-8 hereto, respectively.

The Shares were originally acquired by the Reporting Persons were acquired for investment purposes. The Reporting Persons intend to review their investment in the Issuer on a regular basis. Depending on the results of such review and other factors that the Reporting Persons deem relevant to an investment in the Issuer, the Reporting Persons may acquire additional Shares, or sell all or any portion of the Shares owned by them, in open market or negotiated transactions at prices and terms acceptable to the Reporting Persons, subject to the limitations imposed by the Israeli Tax Ruling and the other contractual undertakings set forth in the Voting and Undertaking Agreement, the Escrow Agreement, the Voting Neutralization Agreements, the SHA, the SPA and the FIMI Letter (the "Agreements"). As part of their investment review, the Reporting Persons have discussed, and intend to continue doing so in the future, with Issuer management and other shareholders various topics, including but not limited to the Issuer's business and strategic alternatives that may be available to the Issuer. Such factors and discussions may materially affect the Reporting Persons' investment purpose and, subject to the terms of the Agreements, Israeli Tax Ruling and applicable law, may result in the Reporting Persons' modifying their ownership of Shares, proposing changes in the Issuer's operations, governance or capitalization, or in proposing one or more of the other actions described in subsections (a) through (j) of Item 4 of Schedule 13D.

Except as may be provided otherwise herein, none of the Reporting Persons, presently have any other plans or proposals which would result in: (i) an extraordinary corporate transaction, such as a merger, reorganization or liquidation of the Issuer or any of its subsidiaries; (ii) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (iii) any change in the present Board of Directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the Board; (iv) any material change in the present capitalization or dividend policy of the Issuer; (v) any other material change in the Issuer's business or corporate structure, (vi) any changes in the Issuer's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (vii) causing a class of securities of the Issuer to be delisted from a national securities exchange or cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (viii) causing a class of equity securities of the Issuer to become eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934; or (ix) any action similar to any of those enumerated above. However, due to changing circumstances, the Reporting Persons may in the future elect otherwise and reserve their right to effectuate any and all changes which they deem in furtherance of the best interests of the Issuer.

Item 5. Interest in Securities of the Issuer.

The percentages set forth below are based on 48,551,030 Shares outstanding as of February 12, 2015, based on information provided to the Reporting Persons by the Issuer.

(a), (b) FIMI ENRG 1 and FIMI ENRG 2 beneficially own, and each of FIMI IV 2007 and Ishay Davidi may be deemed, by virtue of their relationship with FIMI ENRG, to beneficially own and have shared power of disposition and voting, over 7,314,118 Shares, representing approximately 15.06% of the outstanding Shares. As a result of the voting provisions described in Item 4 herein, the Reporting Persons may be deemed to also beneficially own, and have shared voting power over, 11,607,361 Shares, representing approximately 23.91% of the Issuer's outstanding Shares, when including the 4,293,243 Shares beneficially owned by Bronicki Investments on the date of this filing. The Reporting Persons disclaim beneficial ownership of all Shares beneficially owned by Bronicki Investments.

It should also be noted that Messrs. Gillon Beck and Ami Boehm, who serve as members of the Issuer's board of directors, are officers of FIMI IV 2007, the managing general partner of FIMI ENRG. Each of Messrs. Beck and Boehm beneficially owns 22,500 Shares issuable to each of them upon the exercise of options that are exercisable within 60 days of February 12, 2015, which options have exercise prices that range between $18.56 and $26.70 per Share and expire at different periods between August 1, 2019 and November 5, 2020.

(c) None of the Reporting Persons have effected any transactions in the Shares in the past 60 days, except as set forth in Item 4, which is incorporated by reference herein.

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities beneficially owned by the Reporting Persons.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understanding or Relationships With Respect to Securities of the Issuer.

See Item 4 above, which is incorporated by reference herein.

Item 7. Material to be Filed as Exhibits.

Exhibit 1 -	Share Exchange Agreement and Plan of Merger, dated November 10, 2014, by and among the Issuer, Ormat Industries and Ormat Systems (incorporated herein by reference to Exhibit 2 of the Current Report on Form 8-K filed by the Issuer on November 17, 2014).
Exhibit 2 -	Voting and Undertaking Agreement dated as of November 10, 2014 by and among the Issuer and FIMI ENRG (incorporated herein by reference to Exhibit 10.2 of the Current Report on Form 8-K filed by the Issuer on November 17, 2014).
Exhibit 3 -	Escrow Agreement, dated as of February 10, 2015 by and among the Issuer, FIMI ENRG, Bronicki Investments and the Escrow Agent.*
Exhibit 4 -	Voting Neutralization Agreement dated as of November 10, 2014 by and among the Issuer and FIMI ENRG (incorporated herein by reference to Exhibit 10.4 of the Current Report on Form 8-K filed by the Issuer on November 17, 2014).
Exhibit 5 -	Voting Neutralization Agreement dated as of November 10, 2014 by and among the Issuer and Bronicki Investments (incorporated herein by reference to Exhibit 10.4 of the Current Report on Form 8-K filed by the Issuer on November 17, 2014).

Exhibit 6 -	Amended and Restated Shareholders Rights Agreement, dated as of November 10, 2014 by and among Bronicki Investments and FIMI ENRG.*
Exhibit 7 -	Share Purchase Agreement, dated as of March 16, 2012 by and among Bronicki Investments and FIMI ENRG, and an amendment no.1 thereto dated May 22, 2012.*
Exhibit 8 -	English translation of letter provided by FIMI ENRG 2 to the Issuer, dated December 14, 2014. *
Exhibit 9 -	Registration Rights Agreement dated as of February 12, 2015 by and among the Issuer, Bronicki Investments and FIMI ENRG*.
Exhibit 10 -	Joint Filing Agreement, dated as of February 17, 2015.*

* Filed herewith.

SIGNATURE

After reasonable inquiry and to the best knowledge and belief of the undersigned, the undersigned hereby certifies that the information set forth in this statement is true, complete and correct.

Dated: February 17, 2015

FIMI IV 2007 Ltd.

By: /s/ Ishay Davidi
Name: Ishay Davidi
Title: CEO

FIMI ENRG, Limited Partnership.
By: FIMI IV 2007 Ltd., general partner

By: /s/ Ishay Davidi
Name: Ishay Davidi
Title: CEO

FIMI ENRG, Limited Partnership
By: FIMI IV 2007 Ltd., general partner

By: /s/ Ishay Davidi
Name: Ishay Davidi
Title: CEO

Ishay Davidi

By: /s/ Ishay Davidi

Exhibit 3

ESCROW AGREEMENT

This Escrow Agreement, dated as of February 10, 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) ESOP Manangment and Trust Services Ltd., 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 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, and on November 26, 2014, the Bronicki Shareholder has obtained a clarification thereto (the "Bronicki Clarification"), both of which are attached hereto as Exhibit D (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 execution date of this Agreement, the Shareholders shall provide the Escrow Agent with the information and documents as detailed in **Exhibit E**.

1.2.2. On the date hereof, Shareholders have caused the Shares to be transferred to the separate securities accounts (which will be further credited to the Escrow Agent's trust account for each of the Shareholders) of the Escrow Agent set forth in Annex C attached hereto (together with any dividends thereon, the "Escrow Deposit"), which Annex A shall indicate the Shares held of record by the Bronicki Shareholder (the "Registered Shares"). With respect to the Registered Shares, the Escrow Agent and Bronicki Shareholder shall execute a share transfer deed on the date hereof in order to effect said transfer and upon a prior written request of the Bronicki Shareholder the Escrow Agent will deposit such Registered Shares electronically and the Bronicki Shareholder shall provide the Escrow Agent with the cost basis of such Registered Shares and shall cover all commission related to such electronic deposit. With respect to the other Shares (being wired through electronic securities accounts), the Shareholders shall notify the Escrow Agent in writing upon transfer.

1.2.3. 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. It is hereby clarified that, other than the Consideration Shares issued in exchange for the Registered Shares, the remaining Consideration Shares shall be deposited with the Escrow Agent through the facilities of the Tel Aviv Stock Exchange, unless, following the Closing, the applicable Shareholder instructs the Escrow Agent in writing to do so through NYSE.

1.3. Compliance with Israeli Tax Ruling. The Escrow Agent shall act with respect to the Escrow Deposit in accordance with Sections 3.8 (including Section 3.4 of the Bronicki Clarification), 3.11, 3.14, 3.17 and 3.52 of the Israeli Tax Ruling, including Section 103C of the Tax Ordinance (collectively, the "Relevant Provisions") and shall hold the Consideration Shares in trust for the benefit of the Shareholders, all pursuant to the Relevant Provisions, and the Escrow Agent is hereby irrevocably instructed to perform such actions as required to allow Shareholders to comply with the Relevant Provisions. 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 from 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

1.3.2 From December 23, 2014 and until the end of the period set forth in Section 3.11 of 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 Relevant Provisions and following the withholding of taxes, distributed to the Shareholders. To that end, with respect to each dividend distribution, the parties acknowledge and agree that the Escrow Agent shall rely on the calculation (in NIS) of such withholding tax (the calculation for all Shareholders shall be referred to herein as the "Dividend Report") to be prepared by Artzi ,Hiba, Elmekiesse, Cohen Ltd. or such other tax advisor reasonably acceptable to the parties ("Tax Advisor") that the Escrow Agent shall retain, unless the applicable Shareholder shall, within three (3) Business Days following the applicable dividend distribution, provide the Escrow Agent with a valid tax exemption or certificate issued by the ITA (the "Tax Certificate"), as shall be approved by the OTI, providing for the calculation (in NIS) of such withholding taxes. The Dividend Report shall be provided within ten (10) Business Days following the applicable dividend declaration; it being understood that each Shareholder and OTI undertakes to provide the Tax Advisor with true and accurate information reasonably requested by the Tax Advisor in order to perform its aforesaid task within two (2) Business Days following the applicable dividend declaration. The reasonable expenses of the Tax Advisor shall be borne and paid by OTI. If the Dividend Report containing said tax calculation is not provided by the Tax Advisor until five (5) Business Days prior to the date on which the Escrow Agent is required to remit the withholding tax to the ITA or is provided with respect to only part of the Shareholders, the Escrow Agent is instructed to deduct a maximum withholding (as of today, 30%) with respect to the applicable dividend distribution (solely as to the applicable Shareholder with respect of which the Dividend Report or the Tax Certificate were not timely provided but not with respect to the other Shareholders), and

1.3.3 Notwithstanding anything to the contrary hereunder (but subject to Section 1.3.1 hereof), nothing herein shall be construed to require any Shareholder to sell any Consideration Shares (the "Selling Shareholder") through the broker affiliated with the Escrow Agent; provided that if a Shareholder wishes to sell such shares through a different broker (the "Selling Broker"), such Shareholder must procure, as a condition to the transfer of such shares to the Selling Broker, for an arrangement, reasonably acceptable to OTI, that will ensure compliance of the Shareholder with the Relevant Provisions; and to that end, it is hereby clarified that in order to establish such arrangement, at least on an initial basis, ample time should be provided to all parties prior to such release. Notwithstanding the provisions in the preceding sentence, with respect to said sales through a Selling Broker, solely during the period terminating on December 31, 2016, the parties agree to the following arrangement: (i) no later than 2 Business Days after a dividend declaration, the Selling Shareholder shall, and shall cause the Selling Broker to provide, the Escrow Agent with evidence of the number of Consideration Shares sold by the Selling Broker and date of such sale, and (ii) to the extent that any dividend was due to be distributed with respect to the Consideration Shares released to the Selling Broker prior to the sale thereof (the "Dividend Shares"), the Escrow Agent shall be entitled to deduct (and remit to the ITA) from the Escrow Deposit applicable to such Selling Shareholder the amount of withholding tax applicable to such Dividend Shares (in accordance with Section1.3.2 above). In addition the parties agree that immediately following the execution date of this Agreement, they will cooperate in good faith to reach an arrangement with respect to sales through a Selling Broker during the period commencing on January 1, 2017.

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 (including the Relevant Provisions), it may take such action upon the prior written confirmation of the Shareholders and OTI.

1.4. Withholding Tax and Rule 144 Reporting.

1.4.1. Withholding Tax – The parties hereby acknowledge that the Escrow Agent shall not be required to withhold (or remit to the ITA for that matter) tax with respect to sales of Consideration Shares. The applicable Shareholder (and/or selling broker on its behalf) are the parties responsible for that. In case that the Shareholder will sell their shares through the Escrow Agent, the Shareholder shall provide the Escrow Agent with a tax exemption.

1.4.2. Rule 144 – In order to assist each Shareholder to comply with Rule 144 promulgated under the Securities Act (as in effect as amended from time to time, or any successor rule thereto, "Rule 144"), the Escrow Agent shall, upon request report to the requesting Shareholder (or the broker or other representative of the Shareholder) the number of Consideration Shares (in the Escrow Deposit) sold through the Escrow Agent and/or transferred to a Selling Broker by all the Shareholders within the three (3) months preceding the request. The Escrow Agent shall not have any responsibility in this respect, other than in accordance with this Section 1.4.2.

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). Promptly following the date hereof, the Escrow Agent shall provide each of the Shareholders with a proxy to vote the Consideration Shares held on their behalf (from time to time) in the Escrow Deposit in a form to be provided by OTI and reasonably acceptable to the Escrow Agent and the Shareholders. For the avoidance of all doubt, the Escrow Agent shall not vote the Consideration Shares of behalf of the Shareholders. Upon OTI's request from time to time, the Escrow Agent shall reaffirm to OTI that it did not vote the Consideration Shares and provide proof of the number thereof deposited with the Escrow Deporit as of any record or similar fixing dates. In addition, the Escrow Agent shall not be required to notify the Shareholders on any of OTI's publication and / or shareholder meetings and each Shareholder shall be responsible to follow OTI's updates and notifications.

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) OTI's notification to the Escrow Agent of the 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 and / or the Voting Agreements), instrument, or document other than this Escrow Agreement and the Relevant Provisions, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; 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.

2.5. Authority. The Escrow Agent represents and warrants that it has full authority to execute, deliver and perform this Agreement and, in connection herewith, will comply with all applicable laws in rendering the services contemplated hereunder.

2.6. Administration. The Escrow Agent's contacts for administering this Agreement, including the times of availability, are as set forth in Annex D hereto. The authorized representatives of the applicable Shareholders for administering this Agreement, including their contacts, are as set forth in Annex E hereto.

3. PROVISIONS CONCERNING THE ESCROW AGENT

3.1. Indemnification. OTI (and, solely with respect to Section 1.3.2, the Shareholders as well) 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 gross negligence of the Escrow Agent or the material breach (or other breach if not cured within 21 days following written notification thereof) 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 DIRECTLY 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.

3.2. 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.

3.3. 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.

3.4. 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. The Escrow Agent shall be authorized to set off all fees and expenses from the applicable deposit of a Shareholder within the Escrow Fund (e.g., a sale by FIMI Shareholder will trigger the associates fees and expenses only in the FIMI Shareholder's deposit within the Escrow Fund).

3.5. 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.

3.6. 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.

3.7. 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: Doron Blachar
Facsimile: +1 (775) 356-9039
Email: dblachar@ormat.com

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
Email: beck@fimi.co.il

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
Email: dbronicki@4eco-inv.com

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:

ESOP Management and Trust Service Ltd.
Efal 25 St. Petah Tikva, 4951125, Israel
Attn: Ariela Shlanger and Adi Shinfeld
Facsimile: 972-3-7602636
Email: Ariela@esop.co.il; adish@esop.co.il; main@esop.co.il

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: /s/ Isaac Angel / Doron Blachar
Name: Isaac Angel / Doron Blachar
Title: CEO / CFO

FIMI Shareholder:

FIMI ENRG, L.P.

By: /s/ Beck Gillon
Name: Beck Gillon
Title: Director

FIMI ENRG, Limited Partnership

By: /s/ Beck Gillon
Name: Beck Gillon
Title: Director

Bronicki Investments Ltd.

By: /s/ Yehudit Bronicki
Name: Y. Bronicki
Title: Director

The Escrow Agent:

ESOP Manangment and Trust Services Ltd.

By: /s/ Odelia Pollak / Ariela Shlanger
Name: Odelia Pollak / Ariela Shlanger
Title: CEO / Director

[Signature Page to Escrow Agreement]

Annex A

Shareholder	Number of OIL Shares	Number of Consideration Shares*
FIMI ENRG, L.P.	7,577,315	OIL Shares multiplied by the Exchange Ratio
FIMI ENRG, Limited Partnership	20,640,734	OIL Shares multiplied by the Exchange Ratio
Bronicki Investments Ltd.	16,563,442	OIL Shares multiplied by the Exchange Ratio**

*The Exchange Ratio is equal to 0.2592.

**51 of the Bronicki Consideration Shares will be held by certificate.

Exhibit 6

Execution Copy

AMENDED AND RESTATED SHAREHOLDERS RIGHTS AGREEMENT

This Amended And Restated Shareholders Rights Agreement (this "**Agreement**") is made and entered into as of the 10th day of November, 2014 by and between: (i) Bronicki Investments Ltd. ("**Bronicki**"), an Israeli company (Company no. 51-255064-1) organized under the laws of the State of Israel, having its registered office at 5 Brosh Street, Yavne, Israel; and, (ii) FIMI ENRG, Limited Partnership, an Israeli limited partnership and FIMI ENRG, L.P., a Delaware limited partnership (collectively, the "**Investor**"), controlled by FIMI Opportunity IV, L.P., a limited partnership formed under the laws of the State of Delaware and FIMI Israel Opportunity IV, Limited Partnership, a limited partnership formed under the laws of the State of Israel (collectively, the "**Fund**").

RECITALS

WHEREAS, the Investor and Bronicki have entered into a Share Purchase Agreement dated March 16, 2012 as amended (the "**Purchase Agreement**"), pursuant to which the Investor purchased from Bronicki a total of 15,715,934 Ordinary Shares nominal value NIS 1.00 each of Ormat Industries Ltd., a public company (Company no. 52-003671-6) organized under the laws of the State of Israel, the shares of which are traded on the Tel-Aviv Stock Exchange ("**Ormat Industries**"), all for an aggregate purchase price of NIS 297,224,290; and

WHEREAS, the Seller and the Investor are parties to a Shareholders Rights Agreement dated May 22, 2012 (the "**Original SHA**") in connection with their holdings in Ormat Industries; and

WHEREAS, Ormat Industries and its subsidiary, Ormat Technologies, Inc., a public company organized under the laws of the State of Delaware, the shares of which are traded on the New York Stock Exchange ("**Ormat Technologies**") are considering a transaction (the "**Transaction**") pursuant to which Ormat Technologies will purchase from Ormat Industries' shareholders their entire holdings in Ormat Industries in consideration of shares of common stock of Ormat Technologies par value $0.001 per share ("**Common Stock**") making the parties hereto direct shareholders of Ormat Technologies; and

WHEREAS, the number of shares of Ormat Technologies received by Ormat Industries' shareholders for their holdings in Ormat Industries shall be calculated on the basis of an exchange ratio representing the number of Ormat Technologies shares received per each share of Ormat Industries sold, as shall be finally determined in the definitive transaction documents (the "**Exchange Ratio**"); and

WHEREAS, the Investor and Bronicki (which for the purposes of this Agreement shall be referred to also individually as a "**Shareholder**" and, collectively, the "**Shareholders**") wish to amend and restate the Original SHA in its entirety and that this Agreement shall govern the rights of the Investor and Bronicki with respect to their holdings in Ormat Technologies as a result of the Transaction.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereto agree as follows:

Execution Copy

1. Board of Directors; Chairman of the Board of Directors; CEO

1.1. Board of Directors of Ormat Technologies and its Subsidiaries

1.1.1. Bronicki and the Investor hereby agree that, subject to Sections 1.1.3 – 1.1.7 below, as of, and at all times following, the Effective Date (as defined below), they shall vote all of the shares of Common Stock of Ormat Technologies owned or controlled by them at such time (including, without limitation, shares of Common Stock of Ormat Technologies owned by them upon exercise or conversion of any options, warrants or other convertible securities they may hold), at each General Meeting of stockholders of Ormat Technologies convened for the election to the Ormat Technologies' Board of Directors in favor of appointment of four (4) directors (including two (2) who qualify as independent directors) designated by each of the Investor, on one side, and Bronicki, on the other. The parties agree that to the extent the applicable rules of governance relating to Ormat Technologies or any agreement of Ormat Technologies require that the majority of Ormat Technologies' Board of Directors consist of independent directors, and if at any time a majority of the directors on the Board of Directors of Ormat Technologies do not qualify as independent directors, the number of members and the composition of Ormat Technologies' Board of Directors shall be revised by (i) increasing the total number of designees of each party and the number of designees who qualify as independent by one director (in addition to the two independent directors out of the four designees of such party) as to reflect an equal number of members designated by the Investor and Bronicki and (ii) amending the By-Laws of Ormat Technologies as necessary to increase the maximum number of members on its Board of Directors (all subject to Sections 1.1.3 – 1.1.7 below).

1.1.2. To the maximum extent permitted by applicable law, subject to applicable fiduciary duties, and subject to Sections 1.1.3 – 1.1.7 below, as of, and at all times following, the Effective Date, the Investor and Bronicki shall use their reasonable efforts to cause an equal number of designees of Bronicki and of the Investor to be elected or appointed to the Board of Directors of any of Ormat Technologies' active Subsidiaries and Ormat Technologies' Board of Directors committees.

1.1.3. Notwithstanding Sections 1.1.1 and 1.1.2 above, as of the date on which any Shareholder's holdings in Ormat Technologies fall below the First Threshold (as defined below) but are more than 10.5% On An As Adjusted Basis (as defined below), of Ormat Technologies issued and outstanding share capital (the "**First Range**") while the other Shareholder's holdings in Ormat Technologies do not fall below the First Threshold, such Shareholder whose shareholdings decreased below the First Threshold shall have the right to designate only three (3) members of the board of directors of Ormat Technologies, including 2 (but not more than 50% of the total number required by law) who qualify as independent directors, and the other Shareholder, whose shareholdings did not decrease below the First Threshold, shall have the right to designate five (5) members of the board of directors of Ormat Technologies which shall include such number of additional directors qualified as independent directors, as required under applicable law minus those independent directors which the other party is obligated to nominate pursuant to this Section.

For purposes of this Agreement, the "**First Threshold**" shall mean 12.81% of Ormat Technologies' issued and outstanding share capital On An As Adjusted Basis.

"**On An As Adjusted Basis**" means a percentage equal to the quotient obtained by dividing (i) the product of (A) the number of shares of Ormat Industries reflecting such percentage (disregarding any dormant shares in Ormat Industries) immediately prior to the Transaction; multiplied by (B) the Exchange Ratio; by (ii) the number of Ormat Technologies' issued and outstanding shares (disregarding any dormant shares) immediately following the Transaction. Exhibit A sets forth a numerical example of such calculation.

1.1.4. Notwithstanding Sections 1.1.1 and 1.1.2 above, as of the date on which any Shareholder's holdings in Ormat Technologies fall below 10.5% On An As Adjusted Basis but are more than 6% of Ormat Technologies' issued and outstanding share capital On An As Adjusted Basis (the "**Second Range**"), while the other Shareholder's holdings in Ormat Technologies are within the First Range or above, such Shareholder whose shareholdings are in the Second Range shall have the right to designate only two (2) members of the board of directors of Ormat Technologies, one (1) of which shall qualify as an independent director, and the other Shareholder whose holdings in Ormat Technologies are within the First Range or above shall have the right to designate six (6) members of the Board of Directors of Ormat Technologies.

1.1.5. Notwithstanding Sections 1.1.1 and 1.1.2 above, as of the date on which any Shareholder's holdings in Ormat Technologies is in the Second Range while the other Shareholder's holdings in Ormat Technologies do not fall below the First Threshold, such Shareholder whose shareholdings are in the Second Range shall have the right to designate only one (1) member of the board of directors of Ormat Technologies, which does not qualify as independent director, and the other Shareholder whose shareholdings do not fall below the First Threshold, shall have the right to designate seven (7) members of the Board of Directors of Ormat Technologies.

1.1.6. As of the date on which any Shareholder's holdings in Ormat Technologies fall below 6% of Ormat Technologies' issued and outstanding share capital On An As Adjusted Basis while the other Shareholder's holdings in Ormat Technologies do not fall below 6% of Ormat Technologies issued and outstanding share capital On An As Adjusted Basis, such Shareholder whose shareholdings decreased below 6% On An As Adjusted Basis will lose all of its rights under this Section 1.1 (i.e., the right to designate directors to the board of directors of Ormat Technologies and/or its Subsidiaries), but shall still be subject to the obligations (i.e., the obligations to vote), under this Section 1.1 and Section 1.2 below.

1.1.7. In the event the holding of <u>both</u> Shareholders are either (i) within the First Range, (ii) within the Second Range, or (iii) are less than 6% of Ormat Technologies' issued and outstanding share capital On An As Adjusted Basis, the Shareholders shall vote all of the shares of Common Stock of Ormat Technologies owned or controlled by them to appoint the maximum number of directors their aggregate shareholding allow such that an equal number of directors designated by each Shareholder are elected.

1.1.8. In the event that for any reason the shareholders of Ormat Technologies do not elect the directors as set forth in the preceding sections, then the Shareholders shall cooperate in good-faith in order to ensure compliance with the preceding sections.

1.2. <u>Chairman of the Board of Directors; CEO</u>

As of the date hereof, the Investor's designee serves as the Chief Executive Officer of Ormat Technologies and Bronicki's designee serves as the Chairman of its Board of Directors. In the event that the current Chief Executive Officer of Ormat Technologies ceases to act as its Chief Executive Officer, each Shareholder agrees, in its capacity as shareholder, that for as long as the other Shareholder's holdings in Ormat Technologies do not fall below the First Threshold, and subject to any applicable law, it shall use its best efforts to cause the appointment of Bronicki's designee as Ormat Technologies' Chief Executive Officer or Chairman of the Board of Ormat Technologies (as Bronicki shall decide in its sole discretion), and the appointment of the Investor's designees as the Chairman of the Board of Ormat Technologies (if Bronicki's designee serves as Chief Executive Officer) or Chief Executive Officer of Ormat Technologies (if Bronicki's designee serves as Chairman of the Board). As of the date on which a Shareholder's holdings in Ormat Technologies fall below the First Threshold, this section shall be null and void and all decisions as to the identity of Ormat Technologies' Chairman of the Board and CEO shall be made by the respective Boards of Directors without any undertaking by the Shareholders.

2. Limitations On Transferability

2.1. Each Shareholder agrees that, for as long as the other Shareholder's holdings in Ormat Technologies do not fall below the First Threshold, it shall not purchase from any third party any shares of Common Stock of Ormat Technologies, without first obtaining the consent of the other Shareholder (which consent shall not be unreasonably withheld).

2.2. Right of First Offer.

2.2.1. If a Shareholder wishes to sell or otherwise transfer any or all of such Shareholder's shares in Ormat Technologies (the "**Selling Party**"), such Selling Party shall send to the other Shareholder a written notice (the "**Sale Notice**") in which the Selling Party shall specify the following information: (i) the number of shares of Common Stock of Ormat Technologies that the Selling Party proposes to sell or transfer (the "**Offered Shares**"); (ii) the price that the Selling Party intends to receive in respect of the Offered Shares, which shall be stated in cash, and the terms of payment thereof. Such Sale Notice shall constitute an irrevocable offer to sell the Offered Shares to the other Shareholder (the "**ROFO Shareholder**"), on the basis described below, at a purchase price equal to the price contained, and on the same terms and conditions as set forth, in the Sale Notice.

2.2.2. At any time within ten (10) Business Days, after delivery of the Sale Notice (the "**ROFO Shareholder Option Period**"), the ROFO Shareholder, may elect to accept the offer to purchase all (and not less than all) of the Offered Shares by giving written notice of such election (the "**ROFO Shareholder Acceptance Notice**") to the Selling Party within the ROFO Shareholder Option Period, which notice shall indicate that the ROFO Shareholder is willing to purchase all of the Offered Shares. A ROFO Shareholder Acceptance Notice shall constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Offered Shares covered by such ROFO Shareholder Acceptance Notice. The closing for the purchase of the Offered Shares by the ROFO Shareholder under this Section 2.2 shall take place within thirty (30) days following the expiration of the ROFO Shareholder Option Period at the offices of the Selling Party or on such other date or at such other place as may be agreed to by the Selling Party and the ROFO Shareholder.

2.2.3. Notwithstanding anything to the contrary, and subject to the Tag Along Right set forth in Section 2.3 below, if the ROFO Shareholder does not elect within the ROFO Shareholder Option Period to exercise the rights to purchase under this Section 2.2 all of the Offered Shares proposed to be sold, the Selling Party may, within one hundred and twenty (120) days after the expiration of the ROFO Shareholder Option Period (the "**Sale Period**"), sell all such Offered Shares to a third party, on terms and conditions that are not less favorable to the Selling Party than those set forth in the Sale Notice. Following the Sale Period, any sale or transfer by a Shareholder will be made in accordance with the provisions of this Section 2.2.

2.3. Tag-Along Rights.

2.3.1. Without derogating from the provisions of Section 2.2 above, if the ROFO Shareholder does not elect within the ROFO Shareholder Option Period to exercise the rights to purchase under Section 2.2 all of the Offered Shares proposed to be sold, the Selling Party shall send notification to the other Shareholder, at least ten (10) Business Days prior to the closing of any transaction during the Sale Period with respect to such shares, which shall identify the proposed purchaser (the "**Proposed Purchaser**"), or, alternatively, that the sale is to be conducted on a stock exchange, and the terms and conditions of the sale (the "**Tag Along Notice**"). The Shareholder receiving the Tag Along Notice (the "**Tag Along Shareholder**") shall have the right to notify the Selling Party, within (a) two (2) Business Day after it has received the Tag Along Notice with respect to any sale or transfer of shares of Common Stock on the New York Stock Exchange, and (b) four (4) Business Days after it has received the Tag Along Notice, with respect to any sale of shares of Common Stock outside of the New York Stock Exchange, of its intention to exercise its Tag Along Right pursuant to this Section (the "**Tag Along Confirmation**"). Following receipt of the Tag Along Confirmation, the Selling Party shall add to the Offered Shares being sold by it that number of securities which bears the same ratio to the total number of shares of Common Stock held by the Tag Along Shareholder, as the ratio that the number of Offered Shares to be sold by the Selling Party (without taking into account such number of shares held by the third parties set forth in Schedule 2.3.1 with respect to which the Investor is obligated under tag along obligations) bears to the Selling Party's total number of shares of Common Stock, and such shares shall be sold upon the same terms and conditions under which the Selling Party's securities are sold.

For the purpose of this Agreement, "**Business Day**" shall mean any day of the week between Sunday and Thursday on which the majority of the Banks in Israel provide services to the public.

2.3.2. In the event that the Tag Along Shareholder exercises its right hereunder, the Selling Party must cause the Proposed Purchaser (to the extent that the transaction is not effected on the New York Stock Exchange) to add such securities to the Offered Shares to be purchased by the Proposed Purchaser, as part of the sale agreement or, in the event that: (i) the Proposed Purchaser declines to purchase the total number of shares that the parties wish to sell; or (ii) the sale is made on the New York Stock Exchange, the Selling Party shall reduce the number of securities that it proposes to sell (in which case each of the Tag Along Shareholder and the Selling Party will sell their respective Pro Rata Share (as defined below) of the Offered Shares), and either complete the transaction in accordance with such revised structure or withdraw from completing the transaction. As used herein, a Shareholder's "**Pro Rata Share**" shall be equal to the product obtained by multiplying the total number of Offered Shares subject to the Tag Along Right (excluding such number of shares held by third parties to whom the Investor is obligated to sell under tag along obligations) by a fraction, the *numerator* of which is the total number of shares of Common Stock owned by such Shareholder, and the *denominator* of which is the total number of shares of Common Stock held by all Shareholders as of the date of the Tag Along Notice, provided that any shares purchased by a Shareholder after May 16, 2012 from third parties which are not Shareholders shall not be included in the calculation of the Pro Rata Share.

2.4. The Tag Along Right under Section 2.3 and Right of First Offer under Section 2.2 of each Shareholder may be assigned to such Shareholder's Permitted Transferees (as defined below). Each Shareholder who elects to assign its Tag Along Right or Right of First Offer shall notify the Selling Party of such assignment, in writing.

2.5. In the event of a proposed sale of shares of Ormat Technologies by a Shareholder on a stock exchange, the Shareholder shall coordinate such sale with the other Shareholder so as to comply to the maximum extent possible with the principles of the provisions of Sections 2.2 and 2.3 hereof.

2.6. Notwithstanding the foregoing, the provisions of this Section 2 (excluding Section 2.7 (Bring Along Rights)) shall not apply to (i) the transfer of securities of the Company by a Shareholder to its Permitted Transferees, (ii) sales in accordance with Section 6 below, and (iii) the transfer on a stock exchange of up to 0.5% of the issued and outstanding share capital of Ormat Technologies On An As Adjusted Basis by a Shareholder in any calendar quarter, which percentage shall accumulate to the extent unused over a period of up to three (3) calendar quarters; provided that in any event the total percentage of shares transferred pursuant to this sub-section 2.6(ii) shall not exceed an aggregate of 2.5% On An As Adjusted Basis during the Term of this Agreement and, provided further, that for so long as sales by a Shareholder are governed by Rule 144 of the Securities Act and impact the number of shares which the other Shareholder is entitled to sell under such Rule 144, and subject to Section 6 below, all sales by the Shareholder shall be coordinated with the other Shareholder so as to permit each Shareholder to sell a Pro Rata Portion of Common Stock shares allowed to be sold during the relevant calendar quarter under Rule 144, unless otherwise agreed by the Shareholders.

For the purpose of this Agreement, "**Pro Rata Portion**" of a Shareholder means (a) as of the Effective date and until December 31, 2016 (inclusive): (i) with respect to Bronicki – 50%, and (ii) with respect to the Investor – 50%; and (b) as of January 1, 2017 and until May 22, 2017 (inclusive); (i) with respect to Bronicki – 33%, and (ii) with respect to the Investor – 67%; "**Permitted Transferee**" shall mean (i) with respect to the Investor (a) the Fund, (b) the Investor's investors or the Fund's investors (as part of a general distribution to the Investor's investors or the Fund's investors), (c) any affiliated fund managed by the Fund's management company, or (d) any entity controlled by, controlling, or under common control with, either the Fund or FIMI IV 2007 Ltd., and (ii) with respect to Bronicki (a) an entity controlled by, under the control of or under common control with Bronicki and (b) Dita Bronicki or Lucien Bronicki or Yoram Bronicki or Yuval Bronicki or Michal Cath or to any entity controlled by any of them; provided that, in the case of Sub-Sections (ii)(a) and (ii)(b), Dita Bronicki, Lucien Bronicki and Yoram Bronicki collectively own more than 50% of the voting rights of Bronicki or the Permitted Transferee, as the case may be, and further provided that, in each case, the Permitted Transferee has agreed in writing to assume and be bound by all of the Shareholder's obligations hereunder as if it were an original party hereto.

2.7. Bring Along Rights.

2.7.1. In the event that a Shareholder holding more than 15% of Ormat Technologies issued and outstanding share capital On An As Adjusted Basis (the "**Proposing Shareholder**") wishes to accept an offer to sell all of Ormat Technologies' shares it holds to any third party (the "**Buyer**") at a price per share of not less than the Trigger Price (as adjusted for dividend distributions, stock splits and consolidations, bonus shares, and any other similar recapitalization event following the Effective Date), by way of a share sale, merger or otherwise, and such Buyer has made its offer contingent upon the sale to such Buyer of all of Ormat Technologies' shares held by the other Shareholder (the "**Sale Transaction**"), then, at the closing of such Sale Transaction, the other Shareholder shall be obligated to (i) sell all of Ormat Technologies' shares it holds to the Buyer at the same price per share and upon the same terms and conditions as the Proposing Shareholder, and/or (ii) execute and deliver such instruments of conveyance and transfer and take such other action, including voting such Shareholder's shares of Common Stock in favor of any Sale Transaction proposed by the Proposing Shareholder and executing any purchase agreements, or related documents, as such Proposing Shareholder and the Buyer execute that are reasonably required in order to carry out the terms and provisions of this Section 2.7, provided that no Shareholder shall be required to undertake or be obligated to terms and conditions which do not similarly apply to the Proposing Shareholder.

For the purpose of this Section, "**Trigger Price**" means (i) US$ equivalent of the sum of (x) NIS 45 minus (y) all dividends per share received prior to the Effective Date divided by (ii) the Exchange Ratio. The Trigger Price shall be calculated based on the representative exchange rate of US$-NIS on the Effective Date (or, if not published on the Effective Date, last preceding rate known then).

2.7.2. In the event of a Sale Transaction, the Right of First Offer provisions contained in this Agreement shall not be operative as between the Shareholders with respect to the sale and transfer of their shares in such Sale Transaction.

3. **Discussions Prior to Meetings; Voting**. The Shareholders shall meet regularly and in any event prior to each general meeting of shareholders of Ormat Technologies and will review, discuss and attempt to reach a unified position with respect to principal issues on the agenda of each such meeting.

Notwithstanding the aforesaid in this Section 3, but without derogating from any other provision of this Agreement, for as long as the other Shareholder's holdings do not fall below the First Threshold, in the absence of an agreement between the Shareholders with respect to their position, the Shareholder shall vote against adoption of a resolution with respect to:

3.1. Liquidation or entrance into any bankruptcy or similar proceedings;

3.2. Effecting a material change in Ormat Technologies' Field of Operations (as defined below); or

3.3. The matters set forth in subsections 3.1 and 3.2 above with respect to any of Ormat Technologies' material Subsidiaries if, under applicable law, such matter is required to be brought to the approval of the Shareholders; or

3.4. Amendment of the Ormat Technologies' Articles of Association with respect to the provision relating to the Ormat Technologies' staggered board.

For the purpose of this Agreement, the term **"Field of Operations"** shall mean any activity and/or field of operations in which Ormat Technologies, including its Subsidiaries, is engaged as of the date hereof, including, without limitation, the development, planning, procurement, purchase, maintenance, and operation of power plants producing electricity from renewable energy sources origin, including geothermal fields, residual heat of industrial processes and solar energy.

4. **Dividend Distribution**. It is the view of the Shareholders that Ormat Technologies should distribute in each calendar year dividends in an amount equal to twenty percent (20%) of its profits available for distribution, all subject to the provisions of applicable law.

5. **Term**. This Agreement shall enter into effect contingent upon the closing of the Transaction (the "**Effective Date**") and shall terminate on May 22, 2017 (the "**Term**"); provided that between January 1, 2017 and May 22, 2017, any exercise of rights under Section 2 above shall be subject to the respective Voting Neutralization Agreements executed by Ormat Technologies and each of the Shareholders in connection with the Transaction.

6. **Ruling**. Each of the parties hereby acknowledges that it is familiar with the terms and conditions of a ruling obtained from the Israeli Tax Authorities with respect to the Transaction (the "**Ruling**") and undertakes to comply with the terms and conditions of the Ruling to the fullest extent applicable to it. Notwithstanding the foregoing, the Investor agrees to permit Bronicki to sell up to such number of shares of Ormat Technologies equal to 1,300,000 multiplied by the Exchange Ratio, as part of the 10% of Investor's shares of Ormat Technologies that the Investor is permitted to sell during the two-year restrictions period applicable to the Ruling; provided, however, that (i) such shares are sold at a price per share that is not less than U.S. Dollar equivalent of NIS 25.00, calculated based on the representative exchange rate of US$-NIS on the Effective Date (or, if not published on the Effective Date, last preceding rate known then) divided by the Exchange Ratio, (ii) the shares are sold only after Bronicki has sold all of the 10% of its shares of Ormat Technologies that it is permitted to sell during the two-year restrictions period applicable to the Ruling, and (iii) notwithstanding the provisions of Section 1.1.3 above, any sale of one or more of such shares by Bronicki shall be deemed to constitute a fall by Bronicki below the First Threshold.

7. **Amendment to the Purchase Agreement.**

7.1. The parties hereby agree that effective as of the closing of the Transaction, (i) the Call Option as set forth in the Purchase Agreement shall apply to the number of shares of Ormat Technologies issued to Bronicki in exchange for the Pledged Shares that have not been sold by it, and (ii) the Call Option Exercise Price shall be equal to (i) U.S. Dollar equivalent of the sum of (A) NIS 29.17, minus (B) all dividends per share received following March 22, 2012 and prior to the Effective Date, calculated based on the representative exchange rate of US$-NIS on the Effective Date (or, if not published on the Effective Date, last preceding rate known then), divided by (ii) the Exchange Ratio. The Call Option Exercise Price shall be adjusted for dividend distributions, stock splits and consolidations, bonus shares, and any other similar recapitalization event following the Effective Date.

7.2. This Section shall be deemed an amendment to the Purchase Agreement effective as of the Effective Date and shall survive the termination of this Agreement. All other provisions of the Purchase Agreement and attachments and appendices thereto shall remain unchanged.

8. Miscellaneous

8.1. Additional Shares. In the event of any share split, share dividend, recapitalization, reorganization, combination or the acquisition or receipt of additional Ormat Technologies shares, the provisions of this Agreement shall apply also to any shares of Common Stock issued to or otherwise held by the Shareholders and all calculations that are based upon numbers affected thereby, shall be equitably adjusted to the extent necessary to provide the parties the same economic effect as contemplated by this Agreement prior to such event.

8.2. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by the laws of the State of Israel. Any dispute arising under or with respect to this Agreement shall be resolved exclusively in the appropriate court in Tel Aviv, Israel.

8.3. Notices. All notices required or permitted hereunder to be given to a party pursuant to this Agreement shall be in writing and shall be deemed to have been duly given to the addressee thereof (i) if hand delivered, on the day of delivery, (ii) if given by facsimile or e-mail transmission, on the Business Day on which such transmission is sent and confirmed, (iii) if mailed by registered mail, return receipt requested, two (2) Business Days following the date it was mailed, to such party's address as set forth below or at such other address as such party shall have furnished to each other party in writing in accordance with this provision:

if to Bronicki:

to the address first written above
Attention: Ms. Yehudit Bronicki

With a copy to (which shall not constitute legal notice):
Gross, Kleinhendler, Hodak, Halevy, Greenberg & Co.,
1 Azrieli Center, Tel-Aviv 67021
Facsimile: 03-6074422
Attention: Rona Bergman Naveh, Adv.

if to the Investor:

c/o FIMI IV 2007 Ltd.
98 Yigal Alon St.
Tel Aviv 67891
Tel: 03-5652244
Fax: 03-5652245

With a copy to (which shall not constitute legal notice):
Sharon Amir, Adv. and Tal Eliasaf, Adv.
Naschitz, Brandes, Amir & Co.
5 Tuval St. Tel Aviv 67897
Tel: 03-6235090
Fax: 03-6235106

Each party may from time to time change the address or fax number to which notices to it are to be delivered or mailed hereunder by notice delivered or sent to the other party in accordance herewith; provided, however, that any notice of change of address shall be deemed effective only upon its receipt.

8.4. Entire Agreement. This Agreement, the Purchase Agreement and all exhibits attached hereto and thereto constitute the entire agreement among the parties regarding the transactions contemplated herein and therein and, as of the Effective Date, supersedes the Original SHA and amends the Purchase Agreement.

8.5. Headings. The headings contained in this Agreement are solely for convenience of reference and shall not affect the interpretation of this Agreement.

8.6. Defined Terms. Unless otherwise specifically stated herein, all capitalized terms used herein shall have the meaning ascribed to them in the Purchase Agreement.

8.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.8. Delays or Omissions; Waiver. No delay or omission to exercise any right, power, or remedy accruing to either Bronicki or the Investor upon any breach or default by the other party under this Agreement shall impair any such right or remedy nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein or in any similar breach or default thereafter occurring.

8.9. Further Actions. At any time and from time to time, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement.

8.10. Fees & Expenses. Each Shareholder shall bear its own legal fees and all related expenses in connection with this Agreement.

8.11. Amendments. This Agreement may be amended or modified in whole or in part only by a duly authorized written agreement that refers to this Agreement and is signed by the parties hereto.

8.12. Limitations on Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, other than the Shareholders and Permitted Transferees, any rights or remedies under this Agreement.

8.13. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected, impaired or invalidated thereby.

8.14. Assignment. Other than to Permitted Transferees, each of the parties hereto shall not assign or otherwise transfer this Agreement, and/or any of its rights or obligations hereunder to any third party. Except as expressly permitted herein, this Agreement is not assignable by any party hereto, and each of the parties hereto shall not assign or otherwise transfer, in whole or in part, this Agreement, and/or any of its rights, interests or obligations hereunder to any third party, without the prior written consent of the other party hereto, and any such assignment without such prior written consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

[Signature Page Follows]

Execution Copy

IN WITNESS WHEREOF, the parties have executed this Agreement as of date written above.

s/s Beck Gillon
FIMI ENRG, Limited Partnership

By:

Name: Beck Gillon

Title: Director

FIMI ENRG, L.P.

By:

Name: Beck Gillon

Title: Director

s/s Yehudit Bronicki
Bronicki Investments Ltd.

By:

Name: Y. Bronicki

Title: Director

Execution Copy

Exhibit A

Example of Calculation of the "as adjusted basis"

For the sake of clarification, set forth below is an example of the calculation of the percentage threshold adjustment On An As Adjusted Basis:

First Threshold as originally stated in the Original SHA following transfer of the Indemnification Shares: 12.81%

Assumed Exchange Ratio: 0.26.

Number of Shares of Ormat Industries on an outstanding basis (disregarding dormant shares) immediately *prior* to the Transaction: 116,524,664.

Number of Shares of Ormat Technologies on an issued and outstanding basis (disregarding dormant shares) *prior to the* Transaction: 45,460,653.

Number of Shares of Ormat Technologies on an issued and outstanding basis (disregarding dormant shares) *immediately following* the Transaction: 116,524,664*0.26 + 45,460,653-27,206,580= 48,550,486.*

First Threshold On An As Adjusted Basis = (12.81%*116,524,664*0.26)/48,550,486= 7.994%.

* This number assumes the addition of the shares to be issued to the shareholders of Ormat Industries in accordance with the Assumed Exchange Ratio and the conversion to dormant shares in the Transaction of the shares currently held by Ormat Industries.

Exhibit 7

Execution copy

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of March 16, 2012 by and between (i) Bronicki Investments Ltd. (the "**Seller**"), an Israeli company (Company no. 51-255064-1) organized under the laws of the State of Israel, having its registered office at 5 Brosh Street, Yavne, Israel and (ii) FIMI ENRG, Limited Partnership, a newly formed Israeli limited partnership (the "**Israeli Fund**") and FIMI ENRG, L.P., a newly formed Delaware limited partnership (the "**Foreign Fund**" collectively, the "**Buyer**"), controlled by FIMI Opportunity IV, L.P., a limited partnership formed under the laws of the State of Delaware and FIMI Israel Opportunity IV, Limited Partnership, a limited partnership formed under the laws of the State of Israel (collectively, the "**Fund**").

W I T N E S S E T H:

WHEREAS, as of the date hereof, the Seller is the sole record and beneficial owner of 41,684,442 ordinary shares par value NIS 1.00 each of the Company ("**Company Ordinary Shares**"), constituting approximately 35.11% of the issued and outstanding share capital of Ormat Industries Ltd., a public company organized under the laws of the State of Israel, the shares of which are traded on the TASE (the "**Company**" or "**Ormat Industries**"), which, in turn, holds approximately 60% of the share capital of Ormat Technologies Inc., a public company whose shares are traded on the New York Stock Exchange ("**Ormat Technologies**"), which provides solutions for geothermal power, recovered energy generation and remote power; and

WHEREAS, the Seller wishes to sell and transfer to the Buyer and the Buyer wishes to purchase and receive from the Seller, at the Closing, 13,715,934 Company Ordinary Shares, numbered as of the date hereof 26,651,631 to 30,000,000 and 48,760,442 to 50,829,877 on share certificate no. 368, 57,809,739 to 58,858,525 on share certificate no. 365, and 58,858,526 to 66,107,866 on share certificate no. 366 (the "**Purchased Shares**"), constituting approximately 11.77% of the issued and outstanding share capital of the Company on a Fully Diluted Basis as of the Closing, so that, at the Closing, each of the Seller and the Buyer will hold (in the case of the Seller, collectively with the Seller's shareholders) an equal number (i.e., 26,218,049) of Company Ordinary Shares, constituting approximately 22.499% of the Company's issued and outstanding share capital on a Fully Diluted Basis, all upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, Seller and Buyer wish to agree that upon certain conditions, the Buyer will be entitled to up to 2,000,000 additional Company Ordinary Shares numbered as of the date hereof 15,351,631 to 17,351,630 on share certificate no. 367 (the "**Indemnification Shares**").

NOW THEREFORE, intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01. *Definitions.*

(a) 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.

"**Applicable Law**" means with respect to any Person, any state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

"**Assumed Loan Agreement**" or, the "**Bank Agreement**" means the agreement between the Buyer and Bank Hapoalim, in the form attached hereto as **Exhibit A-1,** executed as of the Closing, governing the terms of the Bank Loan following the Assumption (as defined below) (if any).

"**Audited Financial Statements**" means the audited financial statements for the year, including the balance sheet, statements of income, cash-flow and changes in shareholders equity for the periods ended thereon, prepared in accordance with International Financial Reporting Standards ("**IFRS**") or generally accepted accounting principles in Israel or in the United States ("**GAAP**"), and audited by a recognized firm or firms of independent certified public accountants, including all notes and reports thereto.

"**Bank**" or "**Bank Hapoalim**" means Bank HaPoalim Ltd.

"**Bank Loan**" means the debt owed by the Seller to Bank Hapoalim, under a loan agreement to be signed concurrently with the execution of this Agreement, in the form attached hereto as **Exhibit A-2**, which, as of the Closing, shall not exceed the US Dollar equivalent of NIS 183,000,000.

"**Business Day**" means a day, other than a Friday, Saturday or other day on which commercial banks in Israel are authorized or required by Applicable Law to close.

"**Buyer Pledge Agreement**" means the pledge agreements in the forms attached hereto as **Exhibit A-3,** to be executed by the Buyer at the Closing for the benefit of Bank Hapoalim, pledging 26,218,049 Ordinary Shares of the Company owned by the Buyer at the Closing, as security for the Bank Loan.

"**Call Option**" means the option granted to the Buyer pursuant to Section 2.05 below.

"**Call Option Exercise Price**" means NIS 29.17, as adjusted pursuant to the provisions of Section 2.05.

"**Closing Date**" means the date of the Closing.

"**Companies Law**" means the Israeli Companies Law, 5759-1999, together with the regulations promulgated thereunder, as amended.

"**Conditions Precedent**" means the terms and conditions detailed in Section 6 below.

"**Encumbrance**" means any lien, pledge, hypothecation, mortgage, charge, options, proxies, security interest, encumbrance, right of first refusal, tag along rights, preemptive right or restriction or rights of third parties of any nature (including any restriction on the voting, transfer, possession of any security, or the exercise or transfer of any other right attribute of ownership of a security), except for restrictions under Applicable Law.

"**External Director**" means the term External Director as defined in the Companies Law.

"**Financial Statements**" means the Audited Financial Statements and the Unaudited Financial Statements.

"**Fully Diluted Basis**" means the issued and outstanding share capital of the Company, excluding (i.e., without taking into account) the dormant Company Ordinary Shares held by the Company and by Solmat.

"**Governmental Authority**" means any transnational, domestic or foreign federal, state or local, governmental authority, department, court, agency or official, including any political subdivision thereof, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority.

"**Guarantee**" as defined in the Guarantee Law 5727-1967.

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

"Knowledge" means (i) with respect to any natural person, the actual knowledge of such person, or (ii) with respect to any corporation or entity, the knowledge that any officer or director of such party should reasonably have in his or her capacity as an officer or director of such party.

"**Material Adverse Effect**" means a material adverse effect on the business, financial condition, assets, liabilities, or results of operations of the Company and its Subsidiaries taken as a whole; provided, however, that a Material Adverse Effect shall not be deemed to occur to the extent arising from: (i) changes in general economic or political conditions or the financial credit or securities markets (including changes in generally applicable interest or exchange rates) in general in any country or region in which the Company or its Subsidiaries conduct a material portion of their business (taken as a whole), unless such changes affect the Company and its Subsidiaries in a disproportionate manner as compared to other companies operating in the country or region in the same industries in which the Company and/or its Subsidiaries operate, (ii) any change in accounting requirements or principles (including IFRS or US GAAP) or any change in Applicable Laws or the interpretation thereof, unless such changes affect the Company or its Subsidiaries in a disproportionate manner, and (iii) acts of war, armed hostilities or terrorism or any escalation or worsening of any acts of war, armed hostilities or terrorism (other than such acts of war, armed hostilities or terrorism, or escalation or worsening thereof, that cause any damage or destruction to, or render physically unusable, any facility or property of the Company or any of its Subsidiaries). Notwithstanding anything to the contrary contained in this Agreement, for purposes of determining whether the conditions set forth in Section 6.01(j), a "Material Adverse Effect" shall be deemed to have occurred with respect to the Company if any change, effect, event, occurrence, state of facts or development (or aggregation of changes, effects, events, occurrences, state of facts or developments) relates to the Company and/or any of its Subsidiaries and either (a) has resulted in or would reasonably be expected to result in a diminution in the value (which may not necessarily be equal to the market value of the shares) of the Company and its Subsidiaries taken as a whole of 13% or more in the aggregate, (b) causes Bank Hapoalim to elect not to consummate the transactions contemplated under the Bank Agreement or the Bank Loan or (c) constitutes an event of default or acceleration under the Bank Agreement or the Bank Loan.

"**Material Agreements**" means any and all agreements to which a Person is a party, and which are material to its business, including instruments, leases, licenses, arrangements, or undertakings of any nature, written or oral.

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

"**Person**" means an individual or any type of entity whether incorporated or not.

"**Pledged Shares**" means the 9,300,000 Company Ordinary Shares numbered 17,351,631 to 25,433,782 on share certificate no. 367 and 25,433,782 to 26,651,630 on share certificate no. 368, owned by the Seller that are pledged to Bank Hapoalim by the Seller at Closing as a security interest for the Bank Loan.

"**Public Disclosures**" means any public filing of Ormat Industries under the Securities Law and/or any public filing of Ormat Technologies under the Securities Act of 1933, the Securities Exchange Act of 1934 or the NYSE requirements, including press releases and transcripts of earning calls that are attached to the Disclosure Schedules.

"**Related Party**" means any of Dita Bronicki, Lucien Bronicki, Yoram Bronicki, Yuval Bronicki, Michal Cath, any relative thereof, or any Person affiliated with any of the foregoing.

"**RTPL**" means the Israeli Restrictive Trade Practices Law, 5748-1988 and the regulations promulgated thereunder, as amended.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Securities Law**" means the Israeli Securities Law, 5728-1968 and the regulations promulgated thereunder, as amended.

"**Shareholders Rights Agreement**" means the shareholders agreement to be entered into by and between the Buyer and the Seller at the Closing, in the form attached hereto as **Exhibit B**.

"**Solmat**" means Solmat Systems Ltd., a fully owned Subsidiary of the Company.

"**Subsidiary**" means Ormat Technologies, Solmat and any other entity directly or indirectly owned by the Company.

"**TASE**" means The Tel Aviv Stock Exchange Ltd.

"**Trustee**" or "**Indemnification Trustee**" means the trustee designated under the Trust Agreement appendix 11.1.1(b) to the Bank Loan (the "**Trust Agreement**"), as the trustee with whom the Indemnification Shares shall be deposited at Closing.

"**Unaudited Financial Statements**" the unaudited but reviewed balance sheet for the last financial quarter, and the statements of income and cash flow for all quarters in the calendar year then ended, prepared in accordance with IFRS or GAAP and reviewed by a recognized firm of independent certified public accountants.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
Additional Pledged Shares	Section 2.03(b)
Agreement	Preamble
Assumption	Section 2.04(a)
Assumption Closing	Section 2.04(a)
Bank Agreement	Section1.01(a)
Bank Hapoalim Letter	Section 6.01(e)
Board	Section 6.01(l)
Buyer	Preamble
Buyer Pledged Shares	Section 2.03(a)
Call Exercise Notice	Section 2.05(a)
Call Option Closing	Section 2.05(a)
Call Option Exercise Period	Section 2.05(a)
Closing	Section 2.02
Company	Preamble
Company Ordinary Shares	Preamble
Confidentiality Undertakings	Section 8.02
Consents and Approvals	Section 3.03
Damages	Section 7.01
Deducted Shares	Section 2.04(a)
Deposit	Section 2.03(c)
Disclosure Schedules	Article 3
e-mail	Section 9.01
End Date	Section 8.01(b)
Exercise Notice	Section 2.04(a)
Exercise Period	Section 2.04(a)
Fixed Charge	Section 2.03(a)
Foreign Fund	Preamble
GM	Section 2.02(a)(iv)
Indemnified Parties	Section 7.01
Indemnification Shares	Preamble
Initial Deposit	Section 2.03(b)
Israeli Fund	Preamble
ITA	Section 2.07
Option	Section 2.04(a)
Ormat Industries	Preamble

Term	**Section**
Ormat Industries Reports	Section 3.10(a)
Ormat Technologies	Preamble
Ormat Technologies Reports	Section 3.10(b)
Paying Agent	Section 2.06
Purchased Shares	Preamble
Purchase Price	Section 2.01
Remaining Pledged Shares	Section 2.04(a)
Security Interest	Section 2.03(a)
Seller	Preamble
Surplus Shares	Section 2.01
Tax Certificate	Section 2.06
Termination Date	Section 2.03(b)
Third Party Claim	Section 7.02
Warranty Breach	Section 7.01
Warranty Breaches Cap	Section 7.01
Withholding Drop Date	Section 2.06

Section 1.02. *Other Definitional and Interpretative Provisions.* The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; *provided* that with respect to any agreement or contract listed on any schedules hereto, all such amendments, modifications or supplements must also be listed in the appropriate schedule. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to $ shall deemed to be references to US$. References to "law", "laws" or to a particular statute or law shall be deemed also to include any and all Applicable Law.

ARTICLE 2

PURCHASE AND SALE

Section 2.01. *Purchase and Sale.* Upon the terms and subject to the conditions of this Agreement, the Seller agrees to sell and transfer to the Buyer, and the Buyer agrees to purchase and acquire from the Seller, at the Closing, the Purchased Shares, free and clear of any Encumbrance, except any Encumbrance for the benefit of Bank Hapoalim under the Bank Loan (which Bank Hapoalim shall agree to release under the Bank Hapoalim Letter), in consideration for an aggregate purchase price of NIS 297,224,290 (the "**Purchase Price**"), representing a price per share of NIS 21.67, assuming no Indemnification Shares shall have been transferred to the Buyer pursuant to Section 2.07, or NIS 18.912 in the event all Indemnification Shares are transferred to the Buyer pursuant to Section 2.07.

Prior to the Closing the Seller shall sell 1,750,659 of the Ordinary Shares of the Company (the **"Surplus Shares"**) currently owned by the Seller numbered as of the date hereof 66,107,867 to 67,858,525 on share certificate no. 366. The total consideration for the sale of the Surplus Shares shall be transferred to the Seller's bank account in Bank Hapoalim and used for repayment of the existing loan of the Seller to Bank Hapoalim to be replaced by the Bank Loan.

Section 2.02 *Closing*. The closing (the "**Closing**") of the transactions contemplated hereunder shall take place at the offices of Bank Hapoalim, as soon as possible, but in no event later than ten (10) Business Days, after satisfaction of the conditions set forth in Article 6, or at such other time or place as the Buyer and the Seller may agree in writing. At the Closing:

(a) The Seller shall deliver to the Buyer:

(i) A true and correct copy of the resolutions of the Seller's board of directors approving the transfer of the Purchased Shares to the Buyer and the Indemnification Shares to the Trustee, pursuant to the terms of this Agreement;

(ii) A true and correct copy of the resolutions of the Company's board of directors approving the transfer to and ownership by the Company of 2,131,931 Company Ordinary Shares currently owned by Solmat;

(iii) A true and correct copy of the resolutions of the board of directors of Ormat Technologies approving the appointment, effective as of the Closing, of four (4) members designated by the Buyer (including two members who would qualify as independent directors), to the board of directors of Ormat Technologies;

(iv) A true and correct copy of the minutes of the General Meeting of shareholders of the Company (the "**GM**") approving and ratifying all of the issues set forth in Section 6.01(l):

(v) A true and correct copy of the minutes of the Board of Directors of Ormat Technologies (and, to the extent required under Applicable Law or under Ormat Technologies' By-Laws or Certificate of Incorporation, also the minutes of the General Meeting of Ormat Technologies' shareholders meeting), approving and ratifying all of the following (with each of the resolutions contingent upon the approval of all other resolutions): (1) the amendment of Ormat Technologies' By-Laws such that, as of the Closing, the maximum number of members of Ormat Technologies' board of directors shall be increased to eight (8); and (2) the appointment, effective as of and subject to the Closing, of four (4) members designated by the Buyer (including 2 who qualify as independent directors), to the Board of Directors of Ormat Technologies, provided that if prior to Closing, it will be a requirement that the majority of the Board of Directors of Ormat Technologies shall consist of independent directors, and a majority of the directors on the Board of Directors of Ormat Technologies following such appointments by Buyer do not qualify as independent directors, then (a) Ormat Technologies' By-Laws shall be amended such that, as of the Closing, the maximum number of members of Ormat Technologies' Board of Directors shall be increased to ten (10) and (b) the number of designees of each party who qualify as independent directors shall be increased to three (3) and the total number of members designated by each of the Buyer and the Seller shall be increased to five (5) (including independent directors).

(vi) the Purchased Shares and the Indemnification Shares to be deposited with the Trustee in electronic form;

(vii) Intentionally deleted;

(viii) Intentionally deleted;

(ix) a written approval and waiver signed by each of Yehudit Bronicki, Lucien Bronicki and Yoram Bronicki in the form attached hereto as **Schedule 2.02(a)(xii)(1)(ix)**, waiving any golden parachute or any similar rights that may have been triggered by or as a result of this Agreement and undertaking additional non-compete obligations as set forth in Schedule **2.02(a)(xii)(2)**;

(x) a legal opinion, dated as of the Closing, of Gross, Kleinhendler, Hodak, Halevy, Greenberg & Co., Law Offices, legal counsel to the Seller, in the form attached hereto as **Schedule 2.02(a)(x)**;

(xi) a copy of the Shareholders Rights Agreement, duly executed by the Seller; and

(xii) a certificate duly executed by an officer of the Seller dated as of the Closing Date, in the form attached hereto as **Schedule 2.02(a)(xii)**, certifying that: (1) the representations and warranties of the Seller contained in this Agreement (A) that are qualified by materiality or Material Adverse Effect shall be true at and as of the Closing Date as if made at and as of such date, and (B) that are not qualified by materiality or Material Adverse Effect shall be true in all material respects at and as of the Closing Date as if made at and as of such time; and (2) all covenants required by the terms hereof to be performed by the Seller on or prior to the Closing Date have been so performed in all material respects.

(b) The Buyer shall deliver to the Seller (i) a copy of the Shareholders Rights Agreement, duly executed by the Buyer; and (ii) the Purchase Price, less applicable withholding as set forth in Section 2.06, by wire transfer to an account designated by the Seller by written notice to the Buyer, not later than two (2) Business Days prior to the Closing Date. The total amount to be transferred hereunder shall be delivered to Bank Hapoalim and shall reduce the Seller's debt to Bank Hapoalim.

Section 2.03. *Security Interest*.

(a) Subject to the terms and conditions set forth in Section 2.03(b) and without derogating from the provisions of Section 2.04(c), commencing on the Closing Date and ending on or before the fifth anniversary of the Closing Date or such later date as specified in the Buyer Pledge Agreement, the Buyer shall secure the repayment by the Seller of the principal amount due to Bank Hapoalim with respect to the Bank Loan, by creating, for the benefit of Bank Hapoalim, a fixed charge (as such term is defined in the Companies Ordinance [New Version] – 1983) (the "**Fixed Charge**") on up to 26,218,049 Company Ordinary Shares owned by the Buyer (the "**Buyer Pledged Shares**"), as provided in the Buyer Pledge Agreement (the "**Security Interest**").

(b) The Buyer's obligations with respect to the Bank Loan shall be subject to the terms and conditions of the Buyer Pledge Agreement which shall include, inter alia, the following conditions: (i) the Buyer's liability with respect to the Bank Loan shall be limited only to the Security Interest and the sole recourse that Bank Hapoalim shall have against the Buyer with respect to the Bank Loan shall be the Security Interest; (ii) Bank Hapoalim shall have the right to realize the Security Interest only to the extent that the outstanding aggregate principal amount of the Bank Loan exceeds the total consideration received or to be received by Bank Hapoalim from the sale of the Pledged Shares and then only to the extent of such excess; (iii) (1) any dividend distributed by the Company to the Seller prior to the Assumption Closing; and (2) any amount received by the Seller in consideration for the sale of Ordinary Shares of the Company owned by the Seller prior to the Assumption Closing, shall have been used by the Seller solely for the purpose of reducing first, the interest payments due with respect to the Bank Loan, and, second, the principal amount of the Bank Loan; (iv) at the Closing, the Seller shall (1) deposit with Bank Hapoalim, in a separate account, an amount in USD equal to NIS 15,000,000 (fifteen million) (in accordance with the conversion rate applied under the Bank Loan), which shall be used solely for the purpose of securing the interest payments due with respect to the Bank Loan and the actual payment thereof, and shall pledge such account to Bank Hapoalim (the "**Initial Deposit**"); and (2) in addition to security provided by the Seller in the form of the Pledged Shares, secure the interest amounts due to Bank Hapoalim with respect to the Bank Loan by creating, for the benefit of Bank Hapoalim, a first ranking Fixed Charge over 1,700,000 Company Ordinary Shares owned by the Seller numbered as of the date hereof 13,651,631 to 15,351,630 on share certificate no. 367 (the "**Additional Pledged Shares**"), and granting the Trustee irrevocable instructions pursuant to which the Trustee shall be required to to sell such Additional Pledged Shares as the Buyer shall instruct it, in accordance with the terms of Section 2.03(c) herein , (v) the Seller shall have paid all interest and/or any other fees, commissions and other payments due with respect to the Bank Loan prior to the Assumption Closing, if any; (vi) the Seller shall not change or amend its agreement with Bank Hapoalim with respect to the Bank Loan without the prior written consent of the Buyer. The Bank Loan shall provide that any amendment or waiver in respect of the Bank's rights in connection with the Bank Loan, including in connection with the right of Bank Hapoalim to force the Seller to sell its Ordinary Shares in case of an "upside", shall require the Buyer's consent, provided that an increase of up to 5% in the "upside" triggering prices shall not require the Buyer's consent; and (vii) the Security Interest hereunder shall terminate and be of no further force and effect upon the earlier of (1) the fifth anniversary of the Closing Date or such later date as set forth in the Buyer Pledge Agreement, (2) the sale of all of the Pledged Shares, (3) the full repayment of the Bank Loan by the Seller, or (4) the Assumption of the Bank Loan by the Buyer (the "**Termination Date**"). For avoidance of doubt, irrespective of the provisions of Section 9 of the Guarantee Law (1967 (חוק הערבות, in case Bank Hapoalim realizes the Fixed Charge Buyer shall have no claims against the Seller relating to such realization, including with respect to any loss or damage related thereto.

(c) In the event that, at any time following the Closing Date, within a period of 90 days prior to the next interest payment due and payable by the Seller under the Bank Loan, the cash amount of the Initial Deposit and any additional deposit pledged to Bank Hapoalim in the Seller's account (together, the "**Deposit**") is lower than the next interest payment due to Bank Hapoalim with respect to the Bank Loan, the Buyer shall be entitled to sell by virtue of the irrevocable instructions granted by the Seller (to be in force until the earlier of the Assumption Closing, the repayment of the Bank Loan and the termination of the Buyer Pledge Agreement) as set forth under the Bank Loan, such number of the Additional Pledged Shares as required in order to cover such interest payments. Immediately, but, in no event later than 10 days following any sale of any Additional Pledged Shares, the Seller shall add to the number of the remaining Additional Pledged Shares such number of Company Ordinary Shares as would make the number of Additional Pledged Shares equal to 1,700,000. For the avoidance of doubt, to the extent the Seller does not make-up the number of Additional Pledged Shares, as aforesaid, then, without derogating from any other remedy available to the Buyer under this Agreement or Applicable Law, the Buyer shall have the right (but not the obligation) to assume the Bank Loan and receive the Pledged Shares in accordance with the terms of this Agreement, all subject to the conditions set forth in Section 18 of the Bank Loan and Section 21 of the Assumed Loan Agreement. For the avoidance of doubt, the sale of any Additional Pledged Shares by the Buyer shall not be deemed to be an exclusive remedy with respect to any breach of Seller's undertakings to pay any interest under the Bank Loan until the Assumption Closing.

Section 2.04 *Assumption of the Bank Loan*

(a) For as long as the Bank Loan is outstanding, and provided that no acceleration or declaration of default of the Bank Loan has taken place (which have not been remedied) on or prior thereto, the Seller shall have the option ("**Option**"), for a period of three years commencing on the lapse of 18 months from the Closing Date (the "**Exercise Period**"), to cause the Israeli Fund to assume the remaining principal amount of the Bank Loan on behalf of the Buyer (all without derogating from the Israeli Fund and the Foreign Fund joint and several liability towards the Seller for the Israeli Fund's obligations under this Agreement), as well as any future interest that is not due and payable prior to the Assumption Closing, and transfer to the Buyer all the Pledged Shares that have not been sold by the Seller prior to such date reduced by the Deducted Shares (the result of the Pledged Shares minus the Deducted Shares– the "**Remaining Pledged Shares**" and such assumption of the Bank Loan and transfer of the Remaining Pledged Shares – the "**Assumption**"). Such Option may be exercised by the Seller by giving the Buyer a prior written notice of at least 180 days (the "**Exercise Notice**"), which shall specify (i) the outstanding amount of the Bank Loan; (ii) the number of Remaining Pledged Shares; and (iii) the proposed date, which shall not be before the second anniversary of the Closing Date, on which the closing of the assumption of the remaining Bank Loan and the transfer of the Pledged Shares is to take place (the "**Assumption Closing**"). Once given, an Exercise Notice may not be revoked without the written consent of the Buyer. For the avoidance of doubt, during the period between the date of the Exercise Notice and the Assumption Closing, (1) the Seller shall be obligated to continue paying the interest payments due on the Bank Loan in accordance with their payment schedule, (2) any dividends for which the record date falls during such period on any of the Company Ordinary Shares held by the Seller immediately prior to the Assumption Closing shall be used solely for payment of the interest and principal of the Bank Loan as set forth in Section 2.03 above; and (3) the Seller shall not sell any Pledged Shares (except in connection with a realization by the Bank of its security interest, or as required by Bank Hapoalim under the Bank Loan, in which case any amount in excess of the amount due to Bank Hapoalim under the Bank Loan shall belong to the Buyer).

The "**Deducted Shares**" shall mean, for the purpose of this Section, an amount of shares equal to (i) 300,000 (three hundred thousand) Ordinary Shares plus (ii) (A) the net amount in US Dollars (after any tax deduction or withholding to the extent applicable) of the dividends that Seller had received from Ormat Industries and transferred to Bank Hapoalim as payment of principal on account of the Bank Loan prior to the Assumption Closing (including any such dividends for which the record date falls prior to the Assumption Closing and are paid after the Assumption Closing to the extent such dividends are guaranteed to the Buyer's satisfaction to be used to pay the principal under the Bank Loan as provided above), divided by (B) the US Dollar equivalent (at the Closing) of NIS 20.33 (based on the same exchange rate according to which the NIS 183 million principal amount under the Bank Loan is being calculated in US Dollars at Closing). For removal of any doubt, the total number of Remaining Pledged Shares transferred to the Buyer upon the Assumption, shall in no event be lower than the then remaining principal amount under the Bank Loan (after taking into account any deductions due to dividends for which the record date falls prior to the Assumption Closing and are paid after the Assumption Closing to the extent such dividends are guaranteed to the Buyer's satisfaction to be used to pay the principal under the Bank Loan as provided above), divided by the US Dollar equivalent (at the Closing) of NIS 20.33 (based on the same exchange rate according to which the NIS 183 million principal amount under the Bank Loan is being calculated in US Dollars at Closing).

(b) Immediately prior to the Assumption, the Seller shall be responsible to release all of the Remaining Pledged Shares from any Encumbrance made by the Seller for the benefit of Bank Hapoalim and to transfer to the Buyer valid and good title to all of the Remaining Pledged Shares free and clear of any Encumbrance, except for any Encumbrance imposed on the Remaining Pledged Shares by the Buyer in connection with the sale and transfer of the Remaining Pledged Shares together with the assumption of the Bank Loan.

Upon an Assumption, any Pledged Shares (other than the Remaining Pledged Shares), any amount remaining in the Deposit and any Additional Pledged Shares which are not required to secure payment of an interest payment due and payable under the Bank Loan prior to the Assumption Closing shall be released to the Seller free and clear of any Encumbrances.

(c) In the event that Bank Hapoalim declares an event of default with respect to the Bank Loan prior to the submission of an Exercise Notice or following the submission of an Exercise Notice but prior to the Assumption Closing: (i) the Assumption shall not take place, and the Seller shall remain the borrower under the Bank Loan, and (ii) to the extent that the Bank realizes any Buyer Pledged Shares, any excess in cash or shares following repayment of the Bank Loan resulting from the realization by the Bank of the Pledged Shares and/or the Buyer Pledged Shares shall belong to the Buyer and shall be immediately transferred to it by the Seller or the Bank. By way of example, in the event that the Seller's remaining debt to the Bank is NIS 50,000,000, the number of remaining Pledged Shares is 6,000,000 and the Bank sells the entire package of the remaining Pledged Shares and the Buyer Pledged Shares at a net price of NIS10.00 per share, (1) NIS 50,000,000 (i.e. NIS 10*5,000,000) out of the sale of the remaining Pledged Shares will cover the debt under the Bank Loan; and (2) NIS 270,218,049 (i.e. 10*26,218,049 plus the remaining NIS 10,000,000) will be paid to the Buyer.

(d) The Buyer and the Seller hereby agree and confirm the terms and provisions of Section 18 of the Bank Loan and the terms and conditions of Section 21 of the Assumed Loan Agreement and the conditions therein to the Assumption Closing and undertake to use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary from them for the consummation of the Assumption thereunder. Without derogating from the generality of the foregoing, the Seller hereby agrees and confirms that the terms and provisions of Section 2.06 with respect to tax withholding requirements shall apply, *mutatis mutandis*, also to the Assumption.

(e) For the avoidance of doubt, in the event of any contradiction between the terms set forth in this Agreement and the terms of the Bank Agreement, the Buyer Pledge Agreements or the Bank Loan, the terms of the Bank Loan, the Bank Agreement or the Buyer Pledge Agreements shall prevail with respect to the relationship between the Seller and Bank Hapoalim or the Buyer and Bank Hapoalim, as applicable, whereas the terms of this Agreement shall govern the relationship between the Buyer and the Seller.

Section 2.05 *Call Option*.

(a) The Buyer shall have the right, for a period of two (2) months following the fifth anniversary of the Closing Date (the "**Call Option Exercise Period**"), to purchase all or any portion of the Pledged Shares that have not been sold by the Seller or transferred to the Buyer pursuant to the terms hereof, in consideration for cash at a price per Pledged Share equal to the Call Option Exercise Price (the "**Call Option**"). The Call Option shall be exercised by the Buyer giving the Seller a written notice (the "**Call Exercise Notice**") which shall specify the number of Pledged Shares with respect to which the Call Option is exercised and the date, which is no less than 10 and no more than 30 Business Days after the date of the Call Exercise Notice, on which the closing of the sale and transfer of the Pledged Shares (the "**Call Option Closing**") is to take place. Once given, a Call Exercise Notice may not be revoked without the written consent of the other party.

(b) The Call Option Exercise Price shall be adjusted for any and all dividends distributed (or with a record date prior to the Call Option Closing date) at any time following December 31, 2011 and for issuance by the Company of bonus shares, rights offering, distribution of dividends in kind and any sort of capital reorganization. The parties shall use their respective reasonable efforts to procure that any adjustments to the Call Option Exercise Price shall be finally determined as quickly as possible and, in any event, no later than the date for the Call Option Closing specified in the Call Exercise Notice**.**

(c) Upon the exercise of the Call Option the Seller shall be responsible to release all of the Pledged Shares from any Encumbrance made by the Seller for the benefit of Bank Hapoalim and to transfer to the Buyer valid and good title to the purchased Pledged Shares free and clear of any Encumbrance, except for any Encumbrance imposed on the Pledged Shares by the Buyer in connection with the sale and transfer of the Pledged Shares.

Section 2.06. *Withholding*. At least two (2) Business Days before any payment is made by Buyer to Seller under this Agreement and at least two (2) Business Days before the Assumption Closing, the Seller shall deliver to the Buyer copies of documentation establishing an exemption to the Seller from tax withholding obligations imposed by Israeli tax law or determining the appropriate rate (if any) of withholding for the Seller for purposes of Israeli tax law (including a certificate regarding a transfer of the Purchase Price to a trustee) (the "**Tax Certificate**"). In the event that such Tax Certificate is not provided to the Buyer at least two (2) Business Days before such payment is due to be made, the Buyer shall be entitled to deduct and withhold from the relevant payment amount such amounts as the Buyer is required to deduct and withhold under any provisions of Israeli tax law and shall remit such amounts to the appropriate taxing authorities to satisfy any tax withholding obligations. To the extent that amounts are so withheld by the Buyer, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Seller by the Buyer. Following the receipt of the Seller's written request, the Buyer shall deliver to the Seller all applicable documents and evidence of payment in connection with the above. For the avoidance of any doubt, all taxes due as a result of the sale and purchase or the transfer of the Purchased Shares, the Pledged Shares (including upon Assumption), the Additional Pledged Shares and the Indemnification Shares, hereunder shall be the sole liability of the Seller. Notwithstanding the foregoing, subject to Applicable Law and the consent of the Israeli Tax Authority ("**ITA**"), the Seller shall be entitled to request in writing from the Buyer, at least five (5) Business Days before any payment is due to be made, that a portion of any payment to be made to it hereunder reflecting the highest tax withholding rate to which such payment may be subject under Applicable Law, shall be retained in trust for the benefit of the Seller and Bank Hapoalim by a paying agent mutually appointed by the Seller and Bank Hapoalim (the "**Paying Agent**"), for a period of not more than ninety (90) days from the Closing ("**Withholding Drop Date**"), in order to allow the Seller sufficient time to seek the obtainment of the Tax Certificate during such period. Until the Withholding Drop Date, the Paying Agent (i) shall not pay any tax withheld; and (ii) shall deposit the sums retained in trust in interest bearing cash deposits with funds available for withdrawal on a weekly or monthly basis as may be instructed by the Seller and Bank Hapoalim (and if no instruction is given, on a weekly basis). In the event that no later than five (5) Business Days before the Withholding Drop Date, the Seller submits a Tax Certificate, the Paying Agent shall withhold and transfer to the ITA such amount of withholding due (if at all due) with respect to the Seller as specified in such Tax Certificate, and shall pay to the Seller only the balance of the payment due to that is not so withheld. In the event that such Tax Certificate is not provided by no later than five (5) Business Days before such Withholding Drop Date, the Paying Agent shall deduct and withhold from the relevant payment amount such amounts as required to be deducted and withheld under any provision of Israeli tax law and shall remit such amounts to the appropriate taxing authorities to satisfy any tax withholding obligations. For the avoidance of doubt, any amount transferred by the Buyer to the Paying Agent shall be treated for all purposes of this Agreement as having been paid to the Seller by the Buyer. Notwithstanding anything to the contrary herein, in the event that a Tax Certificate is not provided to the Buyer at least two (2) Business Days prior to the Assumption Closing, the Buyer shall not have to consummate the Assumption.

Section 2.07 Indemnification Shares. The Indemnification Shares shall be deposited with the Trustee in accordance with a Trust Agreement and shall be released as follows: (i) in the event that Ormat Technologies' Aggregate Operating Income (as defined below) is equal to or lower than US$ 200,000,000 – all the Indemnification Shares deposited with the Trustee shall promptly be released to the Buyer for no additional consideration free and clear of any Encumbrance; (ii) in the event that Ormat Technologies' Aggregate Operating Income is higher than US$ 220,000,000, all of the Indemnification Shares shall promptly be released to the Seller, and (iii) in the event that Ormat Technologies' Aggregate Operating Income is between US$ 200,000,000 and US$ 220,000,000, a pro rata portion (calculated on a linear basis) of the Indemnification Shares shall promptly be released to the Buyer for no additional consideration free and clear of any Encumbrance (e.g. if Ormat Technologies' Aggregate Operating Income is US$ 210,000,000, 1,000,000 Indemnification Shares shall be released to the Buyer free and clear of any Encumbrance) and the remaining Indemnification Shares shall be released to the Seller. Upon the deposit of the Indemnification Shares with the Trustee, the Seller shall grant the Trustee irrevocable instructions pursuant to which the Trustee shall be required to transfer the Indemnification Shares to the Buyer within 5 (five) business days of the Buyer's written notice (with a copy to the Seller) in accordance with the Buyer's instructions.

For purposes of this Section 2.07, Ormat Technologies' Aggregate Operating Income shall be equal to the sum of (1) Ormat Technologies' operating income for calendar year 2012, as set forth in Ormat Technologies' Audited Financial Statements for the calendar year ending on December 31, 2012; and (2) Ormat Technologies' operating income for calendar year 2013, as set forth in Ormat Technologies' Audited Financial Statements for the calendar year ending on December 31, 2013.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller, being aware that the Buyer has agreed to enter into this Agreement in reliance, among other things, upon the representations and warranties contained in this Article 3, hereby represents and warrants to the Buyer, as of the date hereof, except as set forth on the applicable Schedule attached to this Agreement (the "**Disclosure Schedules**"), which exceptions shall be deemed to be part of the representations and warranties made hereunder, as follows:

Section 3.01. *Organization*. The Seller is duly organized and validly existing under the laws of the State of Israel. The Seller has all requisite corporate power and authority to carry on its business as currently conducted and to own its properties. Each of Ormat Industries and Ormat Technologies is an entity duly formed, validly existing and, where applicable, in good standing, under the laws of its respective jurisdiction.

Section 3.02. *Authority.* Subject to the fulfillment of the Conditions Precedents: (a) The Seller has the necessary corporate power and authority to (i) enter into this Agreement and the Shareholders Rights Agreement; and (ii) perform its obligations under this Agreement and the Shareholders Rights Agreement, and to consummate the transactions contemplated herein and therein (b) The execution of this Agreement, the Shareholders Rights Agreement and the ancillary documents hereto and thereto by the Seller and the consummation by the Seller of the transactions contemplated herein and therein shall have been, at the Closing Date, duly and validly authorized by all necessary corporate action of the Seller, and no other corporate proceedings on the part of the Seller shall be necessary to authorize this Agreement, the Shareholders Rights Agreement and the ancillary documents hereto and thereto or to consummate the transactions contemplated herein and therein; and (c) upon its execution, this Agreement, the Shareholders Rights Agreement and the other ancillary documents hereto will be duly executed and delivered by the Seller and, contingent upon the due authorization, execution and delivery by the Buyer, constitute the legal, valid and binding obligations of the Seller, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights generally and by the application of general principles of equity.

Section 3.03. *Governmental Authorization*. The execution and performance by the Seller of this Agreement and the Shareholders Rights Agreement, and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with, any Governmental Authority, other than the filings with the ISA or the Israeli Restrictive Trade Practices Authority and as set forth in **Schedule 3.04**.

Section 3.04. *Noncontravention*. The execution and performance by the Seller of this Agreement and the Shareholders Rights Agreement, and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate the Articles of Association of the Seller, the Company or any Subsidiary, (ii) to the Seller's Knowledge, violate any Applicable Law, or (iii) Except as set forth in **Schedule 3.04**, require any consent by or approval of any Person under, constitute a default under, or give rise to any right of termination, cancellation, triggering or acceleration of any right or obligation of the Company and/or Ormat Technologies or to a loss of any benefit to which the Company or Ormat Technologies is entitled, directly or indirectly, under any provision of any material agreement or other material instrument binding upon the Seller, the Company or Ormat Technologies, other than as specifically set forth in this Agreement and any ancillary documents hereto (the "**Consents and Approvals**"). To the Seller's best knowledge, there are no circumstances which constitute or may constitute upon the lapse of time, an event of default under the Bank Loan.

Section 3.05. *Capitalization*.

(a) The authorized share capital of the Company as of the date hereof is NIS 150,000,000, divided into 150,000,000 Company Ordinary Shares. As of the date hereof, there are issued, outstanding and registered for trading 118,741,024 Company Ordinary Shares, out of which 41,684,642 Company Ordinary Shares are held by the Seller. The Company Ordinary Shares held by the Seller as of the date hereof constitute 35.11% of the issued and outstanding share capital of the Company and 35.13% of the voting rights of the Company.

(b) Except for securities issued under the Rights Agreement dated November 10, 2004 as set forth in Schedule 14a – Proxy Statement pursuant to Section 14(a) of the Securities Exchange Act of 1934, as filed by Ormat Technologies on March 23, 2011, as of the date hereof there are no (i) outstanding shares of the Company or other securities convertible into or exchangeable for shares of the Company held or owned by the Seller; (ii) subscriptions, options, warrants, calls, rights, commitments, convertible securities, or any other agreements of any character directly or indirectly obligating the Seller, the Company or Ormat Technologies to issue any additional shares or any securities convertible into, or exchangeable for, or evidencing the right to subscribe for, any shares; and (ii) except as contemplated in the Shareholders Rights Agreement, voting rights or obligations, voting trusts, proxies, or other contracts or understandings with respect to the voting of any shares of the Company held by the Seller.

Section 3.06. *Ownership of Purchased Shares and Indemnification Shares*. Seller is the owner of the Purchased Shares, the Pledged Shares, the Additional Pledged Shares and the Indemnification Shares held by and in the name of the Trust Company of Bank HaPoalim Ltd. as a trustee in favor of the Seller as the owner and the Bank as the pledgee in accordance with the Bank Loan, and Seller will be able to (i) transfer and deliver to the Buyer at the Closing valid and good title to the Purchased Shares free and clear of any Encumbrance (other than any right of first offer, tag along rights or any other right under the Shareholders Rights Agreement and any Encumbrance for the benefit of Bank Hapoalim under the Bank Loan (which Bank Hapoalim shall agree to release under the Bank Hapoalim Letter); (ii) pledge the Additional Pledged Shares to the Buyer at the Closing free and clear of any other Encumbrance, (iii) transfer the Indemnification Shares free and clear of any Encumbrance in accordance with the terms of Section 2.07.

Section 3.07. *Financial Statements*.

(a) The Audited Financial Statements of Ormat Technologies, for 2010 and 2011, the Audited Financial Statements of Ormat Industries for 2010 and the reviewed Financial Statements of Ormat Industries for the first, second and third quarters of 2011, as available on their Public Disclosures, and the Seller's Financial Statements for 2010 attached as **Schedule 3.07(a)** hereto, have been prepared in accordance with Israeli GAAP, IFRS or US GAAP (as applicable) consistently applied. Each of such Financial Statements fairly reflects, in accordance with Israeli GAAP, IFRS or US GAAP, the financial condition and results of operations of the respective entity at the relevant dates and for the periods indicated therein, subject, with respect to the Unaudited Financial Statements, to customary non-material year-end adjustments and any impact of the 2011 valuation allowance in the amount of approximately $61.5 million included in the Audited Financial Statements of Ormat Technologies for 2011.

(b) A complete list of the Seller's debts, borrowed money, secured obligations and amounts due under any loan agreement, credit line or other loan facilities as of the date hereof, other than those granted to Seller by its shareholders, which shareholders' loans shall be subordinated as of the Closing to all of the Seller's obligations under this Agreement, is set forth in **Schedule 3.07(b)**.

Section 3.08 *Absence of Certain Changes*. Since December 31, 2010, except as specifically disclosed in **Schedule 3.08** or in the Public Disclosures, the business of Ormat Industries and of Ormat Technologies has been conducted in the ordinary course consistent with past practices such that there has not been:

(a) any event, occurrence, development or state of circumstances or facts that has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) any amendment of the articles of incorporation, bylaws or other similar organizational documents (whether by merger, consolidation or otherwise) of the Company and/or Ormat Technologies;

(c) any split, combination or reclassification of any shares of the Company or declaration, setting aside or payment of any dividend or other distribution (whether in cash, shares or property or any combination thereof) in respect of the share capital of the Company and/or Ormat Technologies, or redemption, repurchase or other acquisition or offer to redeem, repurchase, or otherwise acquire any securities of the Company and/or Ormat Technologies other than as set forth in any Public Disclosure;

(d) any issuance, delivery or sale, or authorization of the issuance, delivery or sale of, any shares of the Company and/or Ormat Technologies; or

(e) any sale, assignment, or transfer of any shares of the Company held by the Seller.

Section 3.09. *Consequences of the Sale of the Purchased* Shares and the Transfer of the Indemnification Shares. Other than as set forth in **Schedule 3.09**, the consummation of the transactions contemplated by this Agreement and the Shareholders Rights Agreement will not constitute a breach by the Seller, the Company or Ormat Technologies, of any provision of any agreement to which it is party, will not cause the Seller, the Company or Ormat Technologies to lose any interest in or the benefit of any asset, right, license, or privilege it presently owns or enjoys , will not result in any present or future indebtedness of the Seller and/or any of the Company or Ormat Technologies becoming due prior to its stated maturity, and will not give rise to or cause to become exercisable any option or right of preemption and will not result in any payment or benefit (including notice, severance, golden parachute, bonus, commission or otherwise), becoming due to the Seller or to any employee or service provider by any of the Company or Ormat Technologies.

Section 3.10. *Compliance with Filings.*

(a) The Company has filed all material forms, reports, statements and other documents required to be filed with the TASE or the ISA in the three (3) years preceding the date hereof (collectively, the "**Ormat Industries Reports**"). As of their respective filing or publication dates, the Ormat Industries Reports complied in all material respects with the requirements of Applicable Laws. To the Seller's Knowledge, the Ormat Industries Reports did not, at the time they were filed, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) Except as set forth in **Schedule 3.10(b)**, To the Seller's Knowledge, Ormat Technologies has filed all forms, reports, registration statements, prospectuses, reports, schedules, forms, statements, certifications and other documents required to be filed with the SEC or the NYSE in the three (3) years preceding the date hereof (collectively, the "**Ormat Technologies Reports**"). As of their respective filing or publication dates, the Ormat Technologies Reports complied in all material respects with the requirements of Applicable Laws. To the Seller's Knowledge, the Ormat Technologies Reports did not, at the time they were filed, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) Any factual information relating to the Company and any of its subsidiaries and disclosed in the Public Disclosures (excluding, any risk factor, assumption or analysis) between January 1, 2008 and the date hereof shall be deemed to have been disclosed to the Buyer under this Agreement.

Section 3.11. *Litigation*. Except as set forth in **Schedule 3.11** attached hereto and the Public Disclosures, there are no material claims, actions or proceedings pending or, to the Seller's Knowledge, threatened against the Seller and/or the Company or Ormat Technologies or any of their respective properties, officers or directors before any court, administrative, governmental, arbitral, mediation or regulatory authority or body, domestic or foreign.

Section 3.12. *Licenses and Permits*. Except as set forth in **Schedule 3.12**, to the Seller's Knowledge, the Seller and/or the Company or Ormat Technologies (i) do not lack any material permits or licenses, or any authorizations or approvals, provided that with respect to any project, the Company or Ormat Technologies do not lack any such permits or licenses, or any authorizations as required given such project's current development stage and (ii) are not in material violation of Applicable Law.

Section 3.13. *Related Party Transactions*. Except as set forth in the Financial Statements and the Public Disclosures: (a) no Related Party has any direct or indirect interest in any material asset used in or otherwise relating to the business of the Company or any Subsidiary; (b) no Related Party of the Company or Ormat Technologies is indebted to any of the Company or Ormat Technologies; and (b) other than shareholders loans granted to the Company from time to time, no Related Party of the Company or Ormat Technologies has entered into, or has had any direct or indirect financial interest in, any Material Agreement, transaction or business dealing with or involving any of the Company or Ormat Technologies; (d) no Related Party has any claim against the Company or any Subsidiary (including rights to receive amounts with respect to compensation for services performed as an employee or director of the Board of any of the Company or any Subsidiary other than in accordance with existing agreements which were provided to the Buyer and consistent with past practice). **Schedule 3.13** contains a complete list of all balances as of the date hereof between the Seller and its Related Parties, on the one hand, and the Company and the Subsidiaries, on the other hand. Since December 31, 2010 there has not been any accrual of liability by the Company or any Subsidiary to the Seller or any of its Related Parties or other transaction between the Company or any Subsidiary and the Seller and any of its Related Parties.

Section 3.14. *Finders' Fee*. No Person or firm has, or will have, as a result of any act or omission by the Seller, or anyone acting on behalf of the Seller, any right, interest or valid claim against the Seller, the Company or any Subsidiary for any commission, fee or other compensation as a finder or broker or in any similar capacity in connection with the transactions contemplated by this Agreement.

Section 3.15. *Indebtedness*. Except as fully reflected and disclosed in the Financial Statements and in the Public Disclosures, and except for the use of credit facilities, supplier's credit, customary warranties to purchasers of the Company and Ormat Technologies products or services, construction and development of new projects, trade receivables and payables in the ordinary course of business consistent with past practice, neither the Company nor Ormat Technologies has any material indebtedness or liability, whether absolute, accrued, fixed, contingent or otherwise, neither the Company nor Ormat Technologies is a guarantor of any debt or obligation of another, nor has any of the Company or Ormat Technologies given any indemnification, loan, security or otherwise agreed to become directly or contingently liable for any obligation of any Person, and no Person has given any guarantee of or security for any obligation of any of the Company or Ormat Technologies.

Section 3.16 *Taxation*. (a) The Company's Financial Statements reflect, in accordance with IFRS, all material taxation for which the Company was then liable or accountable in respect of or by reference to any income, sales, value added, profit, receipt, gain, transaction, agreement, distribution or event earned, accrued, received, or realized, entered into, paid or made on or before December 31, 2010, and the Company has promptly paid or provided in its books of account for all taxation for which it has become liable prior to the date hereof.

(b) Each of the Company and Ormat Technologies has at all times and within the requisite time limits promptly, fully and accurately observed, performed and complied with all material obligations or conditions imposed on it under any legislation relating to taxation, except for such non compliance that, both individually and in the aggregate, would not have a Material Adverse Effect.

(c) The Seller is not aware of any circumstances which will or may, whether by lapse of time or the issue of any notice of assessment or otherwise, give rise to any dispute with any relevant taxation authority in relation to the Company or Ormat Technologies' liability or accountability for taxation, any claim made by it, any relief, deduction, or allowance afforded to the Company or Ormat Technologies, or in relation to their status or character or any of their enterprises under or for the purpose of any provision of any legislation relating to taxation, except for such dispute or claim that, both individually and in the aggregate, are not likely to have a Material Adverse Effect.

Section 3.17. *All Material Information and No Untrue Statement*. The representations made to the Buyer under this Article 3 of this Agreement and the exhibits and schedules hereto do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made herein, in light of the circumstances under which they were made, not misleading. For the avoidance of doubt, the representations and warranties made by Seller herein, including in the Disclosure Schedules and the Public Disclosures shall constitute the exclusive representations and warranties by the Seller hereunder.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer being aware that the Seller has agreed to enter into this Agreement, among other things, in reliance on the representations and warranties contained in this Article 4, hereby represents and warrants to, and agrees with the Seller as of the date hereof and the Closing Date, as follows:

Section 4.01. *Due Organization*. The Buyer is duly formed and validly existing under the laws of its jurisdiction. Buyer is a newly formed Israeli limited partnership, controlled by the Fund.

Section 4.02. *Validity of Transaction*. The execution of this Agreement and the Shareholders Rights Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated herein and therein have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of the Buyer or the Fund shall be necessary to authorize this Agreement or to consummate the transactions contemplated in this Agreement and in the Shareholders Rights Agreement. This Agreement and the Shareholders Rights Agreement when executed, will be duly executed by the Buyer and, assuming the due authorization, execution and delivery by the Seller, constitute the legal, valid and binding obligations of the Buyer, enforceable in accordance with their respective terms. The execution and performance by the Buyer of this Agreement and the Shareholders Rights Agreement, and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate the organizational documents of the Buyer or the Fund, (ii) to the Buyer's Knowledge, violate any Applicable Law, or (iii) except as set forth in this Agreement, require any consent or other action by any Person under, constitute a default under, or give rise to any right of termination, cancellation, triggering or acceleration of any right or obligation of the Buyer or the Fund or any Affiliate thereof.

Section 4.03. *Finders' Fee*. Except as set forth in **Schedule 4.03**, no Person acting on behalf or under the authority of the Buyer is or will be entitled to any broker's or finder's (or similar capacity) commission, fee or other compensation in connection with the transactions contemplated by this Agreement.

Section 4.04 *Financing*. The Buyer has, or will have at the Closing, sufficient cash, available lines of credit or other sources of funds to enable it to make payment of the Purchase Price.

Section 4.05. *Investment Experience*. The Buyer is entering into this Agreement for its own account. The Buyer acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters required in order to evaluate the merits and risks of investments of this type and reach an informed business and financial decision regarding the transactions contemplated herein.

Section 4.06. *Fund Shareholdings.* The Buyer shall hold immediately prior to the Closing, 12,502,115 Company Ordinary Shares. Other than certain tag along rights granted by the Fund to certain shareholders of the Company specified in **Schedule 4.06**, the Buyer or the Fund do not have any other agreement with other shareholders of the Company such that it shall be deemed to hold any of the Company Ordinary Shares together with others (as the term "holding with others" is defined under the Securities Law, 1968).

Section 4.07 *Seller's representations*. Nothing set forth in this Article 4 shall be deemed to detract from or otherwise prejudice the Buyer's reliance on the Seller's representations and warranties set forth in Article 3 above.

ARTICLE 5

COVENANTS

Section 5.01. *Reasonable Best Efforts*. Subject to the terms and conditions of this Agreement, the Buyer and the Seller will use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Law to consummate the transactions contemplated by this Agreement, including preparing and filing as promptly as practicable with any Governmental Authority or other third party all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents; *provided* that the parties hereto understand and agree that the best efforts of any party hereto shall not be deemed to include (i) entering into any settlement, undertaking, consent decree, stipulation or agreement with any Governmental Authority in connection with the transactions contemplated hereby, or (ii) divesting or otherwise holding separate (including by establishing a trust or otherwise), or taking any other action (or otherwise agreeing to do any of the foregoing) with respect to any of its Subsidiaries or any of their respective Affiliates' businesses, assets or properties.

Section 5.02. *Antitrust Filing*. As soon as reasonably practicable, each of the Buyer and the Company shall file with the Israeli Restrictive Trade Practices Authority notification forms relating to the transactions contemplated herein as required by the RTPL. Each of Buyer and the Seller shall promptly: (i) supply the other and its counsel with any information which may be required in order to effectuate such filings; and (ii) supply any additional information which reasonably may be required by the Israeli Restrictive Trade Practices Authority or the competition or merger control authorities of any other jurisdiction which may be applicable. The Buyer and the Seller shall instruct their respective counsel (and in the case of Seller, counsel to the Company) to cooperate with each other and use reasonable best efforts to facilitate and expedite the identification and resolution of any antitrust issues and shall use reasonable best efforts to assure that the respective waiting periods required by the RTPL have expired or been terminated at the earliest practicable dates.

Section 5.03. Designation of Directors. The Buyer shall provide to the Seller, as soon as practicable following the date hereof, the names of all its designees to the Boards of Directors of Ormat Technologies and Ormat Industries pursuant to Sections 2.01(iv) and 2.01(v) together with all other information, declarations and documents required in order to nominate such designees to the applicable Board of Directors under applicable law.

Section 5.04 *Access to Information*. Without limiting the Buyer's reliance on the Seller's representations and warranties herein, the Seller shall provide the Buyer and its accountants, counsel and representatives in connection with this Agreement and the transactions contemplated hereby, reasonable access during the period from the date hereof and prior to the Closing to (i) all of its and the Company's relevant properties, books, contracts, commitments and records, (ii) all other information concerning its and the Company's business and properties (subject to restrictions imposed by applicable law) as the Buyer may reasonably request (provided, that this Section shall not imply that the Buyer's obligation to effect the Closing is subject to further due diligence of the Company).

Section 5.05. *Legal Proceedings*. The Buyer and the Seller shall: (i) give the other party prompt notice of the commencement of any legal proceeding by or before any Governmental Authority with respect to this Agreement and the transactions contemplated hereby; (ii) keep the other party informed as to the status of any such legal proceeding; and (iii) promptly inform the other party of any communication with any Governmental Authority about this Agreement or the transactions contemplated hereby. The Buyer and the Seller will consult and cooperate with each other, and will consider in good faith the views of the other, in connection with any analysis, appearance, presentation, memorandum, brief, argument, opinion or proposal made or submitted in connection with any legal proceeding relating to this Agreement or the transactions contemplated hereby, or any request, filing, or notice to any Governmental Authority. In addition, except as may be prohibited by any Governmental Authority or by Applicable Law, the Buyer and the Seller will permit authorized representatives of the other party to be present at each meeting or conference relating to any such legal proceeding or request, filing, or notice to any Governmental Authority and to have access to and be consulted in connection with any document, opinion or proposal made or submitted to any Governmental Authority in connection with any such legal proceeding.

Section 5.06. *Notification of Certain Matters*. The Seller shall give prompt notice to the Buyer of any of the following, immediately after it becomes aware of it: (i) the occurrence or non-occurrence of any event, which is likely to cause any representation or warranty of the Seller contained in this Agreement to be untrue or inaccurate at or prior to the Closing, (ii) any failure of the Seller to comply in any way with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder, (iii) any Material Adverse Effect, and (iv) any event or occurrence not in the ordinary course of the Seller's, the Company's or Ormat Technologies' business. No disclosure by the Seller made under this section shall be deemed to amend or supplement the Disclosure Schedule or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant on Seller's behalf.

Section 5.07 *Group of Borrowers Limitations'*. In the event that the consummation of an Assumption is prevented by Bank Hapolaim only because the Buyer becomes subject to limitations on obtaining indebtedness as a "Borrower" or a "Group of Borrowers" from Bank Hapoalim, as such terms are defined in and in accordance with the Supervisor of Banks Proper Conduct of Banking Business instruction No. 313 without the Bank's consent, the Buyer undertakes to pay the Seller the interest payments which should have been incurred under the Bank Loan in accordance with the terms of the Bank Loan at the date of the Closing, following the date in which the Assumption Closing should have taken place had not such limitations existed, all in accordance with their payment schedule or in advance in one lump sum, as shall be determined by the Buyer under its sole discretion.

ARTICLE 6

CONDITIONS TO CLOSING

Section 6.01. *Conditions to Obligation of the Buyer*. The obligation of the Buyer to consummate the transactions contemplated hereby is subject to the satisfaction of the following further conditions:

(a) The Seller shall have performed all of its obligations hereunder required to be performed by it on or prior to the Closing Date in all material respects;

(b) The representations and warranties of the Seller contained in this Agreement (1) that are qualified by materiality or Material Adverse Effect shall be true at and as of the Closing Date as if made at and as of such date, and (2) that are not qualified by materiality or Material Adverse Effect shall be true in all material respects at and as of the Closing Date as if made at and as of such time;

(c) The Buyer shall have received all documents required to be delivered pursuant to Section 2.02(a) and Section 2.06 and the irrevocable instructions to the Trustee set forth in Section 2.03, all duly executed and in form and substance reasonably satisfactory to the Buyer;

(d) The Seller or the Company, as applicable, shall have received the consents, authorizations or approvals from the trustee and/or the holders of the debentures of Ormat Technologies and the Governmental Authorities, banks or other financial institution which are set forth on **Schedule 6.01(d)**, in each case in form and substance reasonably satisfactory to the Buyer, and no such consent, authorization or approval shall have been revoked;

(e) Bank Hapoalim shall have executed and delivered the letter attached hereto as **Schedule 6.01(e)** (the "**Bank Hapoalim Letter**");

(f) Intentionally deleted;

(g) No order, stay, decree, judgment or injunction shall have been entered, issued or enforced by any court of competent jurisdiction prohibiting the transactions contemplated by this Agreement, and no action shall have been taken by any Governmental Authority that makes the consummation of any of such transactions illegal;

(h) Bank Hapoalim shall have consummated all the transactions set forth in the Bank Hapoalim Letter and Bank Loan in accordance therewith;

(i) The price per Company share as recorded on the TASE on the each of the five trading days prior to Closing shall not be lower than NIS 14.30;

(j) There shall have been no Material Adverse Effect between the date hereof and the Closing, the effect of which on the Company's value has not been fully cured prior to the Closing Date.

(k) The Buyer and the Company shall have obtained the approval of the Israeli Restrictive Trade Practices Authority, which shall not include, based on the Buyer's sole discretion, any burdensome terms or conditions applicable to any entity controlled by the Buyer or the Fund or any of their Affiliates.

(l) The GM shall have approved and ratified all of the following issues: (1) the amendment of the Company's Articles of Association such that, as of the Closing, the maximum number of members of the Company's board of directors (the "**Board**") shall be increased to ten (10); (2) the appointment, effective as of and subject to the Closing, of four (4) members designated by the Buyer, which together with the four (4) members designated by the Seller, shall constitute the full Board, excluding the External Directors; and (3) the execution of indemnification agreements, in favor of each of the directors and officers of the Company, including those designated by the Buyer, effective as of immediately after the Closing Date; (4) the approval of run-off insurance to the current directors and officers of the Company for a period of seven years following the Closing, to the extent required; (5) the appointment, effective as of the Closing, of one External Director designated by the Buyer, which together with the other directors designated by the Buyer shall constitute 50% of the members of the Board (including the External Directors); provided however that in the event that any of 1, 2, or 5 shall not have been approved, the Seller shall cause directors appointed on its behalf to resign, such that the total number of directors appointed by the Buyer shall constitute 50% of the members of the Board, (including the External Directors), and (6) the purchase by the Company of all of the Company Ordinary Shares held by Solmat pursuant to which such shares shall become dormant on or before the Closing; and

(m) Seller's holdings (individually or together with others, including for the avoidance of doubt, the 200 Company Ordinary Shares held directly by the Seller’s shareholders) immediately prior to the Closing Date shall not be higher than 39,933,983 Company Ordinary Shares (i.e., 34.27% of the Company's issued share capital on a Fully Diluted Basis).

(n) The Seller shall have delivered the Shareholders Rights Agreement duly executed by it.

Section 6.02. *Conditions to Obligation of the Seller*. The obligation of the Seller to consummate the transactions contemplated hereby is subject to the satisfaction of the following further conditions:

(a) The Buyer shall have performed all of its obligations hereunder required to be performed by it at or prior to the Closing Date in all material respects;

(b) The representations and warranties of the Buyer contained in this Agreement shall be true in all material respects at and as of the Closing Date as if made at and as of such date.

(c) No order, stay, decree, judgment or injunction shall have been entered, issued or enforced by any court of competent jurisdiction prohibiting the transactions contemplated by this Agreement, and no action shall have been taken by any Governmental Authority that makes the consummation of any of such transactions illegal.

(d) To the extent required, the Company shall have entered into a run-off insurance policy covering its current directors and officers for a period of seven years following the Closing, provided that if brought to the GM for approval, the Seller shall have voted all its shares in the Company in favor of such approval.

(e) Bank Hapoalim shall have consummated all the transactions set forth in the Bank Loan in accordance therewith.

(f) The Buyer and the Company shall have obtained the approval of the Israeli Restrictive Trade Practices Authority, which shall not include, based on the Seller's sole discretion, any burdensome terms or conditions applicable to the Seller, the Company or its Subsidiaries and Affiliates.

(g) The aforesaid in Section 6.01(l) (GM approvals) shall have occurred; provided that the Seller shall have voted in favor of all such resolutions.

(h) Buyer's holdings immediately prior to the Closing Date shall not be higher than 12,502,115 Company Ordinary Shares.

(i) The Buyer shall have delivered the Shareholders Rights Agreement duly executed by it.

ARTICLE 7

INDEMNIFICATION

Section 7.01. *Indemnification*. Effective at and after the Closing, the Seller shall indemnify the Buyer, its Affiliates and their respective successors and assignees (the "**Indemnified Parties**") against and agrees to hold each of them harmless from any and all damage, loss and liability (including reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding whether involving a third party claim or a claim solely between the parties hereto) ("**Damages**"), incurred or suffered by any of the Indemnified Parties arising out of any misrepresentation or breach of warranty (giving effect to any qualification or exception contained therein relating to materiality or Material Adverse Effect or any similar qualification or standard) (each such misrepresentation or breach of warranty a "**Warranty Breach**") or breach of covenant or agreement made or to be performed by the Seller pursuant to this Agreement; *provided* that (a) no claim for indemnification with respect to any Warranty Breach shall be made after 90 days following the date on which Company files its financial statements for the fiscal year ending on December 31, 2013; (b) solely with respect to indemnification for Warranty Breaches, the aggregate amount of Damages for which the Seller shall be required to indemnify the Indemnified Parties shall be limited to thirty percent 30% of the Purchase Price (the "**Warranty Breaches Cap**"), except for claims of fraud or willful misconduct for which there will be no limitation on recoverable Damages; and (c) the Seller shall be required to indemnify the Indemnified Parties only if the aggregate amount of Damages from all claims for which indemnification is sought exceeds five million New Israeli Shekels (NIS 5,000,000), *provided*, *however*, that if and when the aggregate Damages so exceed five million New Israeli Shekels (NIS 5,000,000), all Damages (including the first NIS 5,000,000) shall be subject to indemnification and shall be recoverable hereunder. The remedies specified in this Article 7 shall be the sole and exclusive remedies to which an Indemnified Party is entitled with regard to any Damages resulting from a Warranty Breach. For the avoidance of doubt, when calculating an Indemnified Party's Damages resulting from the Damages incurred by the Company, the Indemnified Party shall be deemed to hold only the Shares purchased hereunder and all its other shareholdings shall be ignored.

Section 7.02. *Claim Procedures*.

(a) In the event an Indemnified Party has a claim for indemnity pursuant to this Agreement, such Indemnified Party shall give prompt notice in writing of such claim to the Seller. Such notice shall set forth in reasonable detail the claim and the basis for indemnification (taking into account the information then available to the Indemnified Party). If an Indemnified Party shall receive notice of any actual or threatened claims or demands by any third party which are subject to the indemnification provided for in Section 7.01 (a "**Third Party Claim**"), the Indemnified Party shall give the Seller notice of such Third Party Claim as soon an possible but not later than seven (7) days of the receipt by the Indemnified Party of such notice. The failure to notify the Seller pursuant to this Section 7.02 shall not relieve the Seller of its indemnification obligations hereunder, except to the extent such failure shall have materially prejudiced the Seller.

Section 7.03 If the Seller notifies the Buyer, within 10 (ten) days following receipt of a notice with respect to any claim, that the Seller accepts its indemnity obligation for any Damages with respect to such claim, the requested Damages shall be conclusively deemed a liability of the Seller and the Seller shall be entitled to participate in and to assume and control the defense of such Third Party Claim through counsel of its choice if it gives notice of its intention to do so to the Indemnified Party within such 10 (ten) days of the receipt of such notice from the Seller. If the Seller does not assume the defense of such Third Party Claim, the Indemnified Party shall be entitled to assume such defense and retain its own counsel and the Seller will hold all Indemnified Parties harmless from and against all Damages, including the fees and expenses of such counsel, caused by or arising out of such Third Party Claim to the extent the Indemnified Parties are entitled to such Damages pursuant to Section 7.01. If the Seller assumes the defense of a Third Party Claim, it will conduct the defense actively, diligently and at its own expense, and it will hold all Indemnified Parties harmless from and against all Damages caused by or arising out of any settlement thereof. Notwithstanding the foregoing, an Indemnified Party shall have the right to participate in such defense and retain its own counsel, with the fees and expenses of such counsel to be paid by the Indemnified Party (unless the Seller's counsel is unable to represent both the Seller and the Indemnified Party (e.g., because of a potential conflict of interest), in which case the fees and expenses of such counsel shall be paid by the Seller). The Indemnified Party shall cooperate with the Seller in such defense and make available to the Seller, at the Seller's expense, all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably requested by the Seller. Except with the written consent of the Seller (not to be unreasonably withheld), the Indemnified Party will not, in the defense of a Third Party Claim, consent to the entry of any judgment or enter into any settlement.

Section 7.04. Notwithstanding the terms and provisions of this Section 7, in the event the Indemnification Shares are released to the Buyer in accordance with the terms of Section 2.07, the Warranty Breaches Cap shall be reduced by product of (i) the number of Indemnification Shares actually released to the Buyer; and (ii) NIS 18.912. For the avoidance of doubt, except as expressly set forth herein, the transfer of the Indemnification Shares to the Buyer shall be in addition to, and shall not derogate from, any indemnification obligation of the Seller under the other provisions of this Section 7.

ARTICLE 8

TERMINATION

Section 8.01. *Grounds for Termination*. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of the Buyer and the Seller;

(b) by either the Seller or the Buyer if the Closing shall not have been consummated on or before 90 days from the date of this Agreement (the "**End Date**"); *provided* that the right to terminate this Agreement pursuant hereto shall not be available to any party whose breach of any provision of this Agreement results in the failure of the Closing to be consummated by the End Date; or

(c) by either the Seller or the Buyer if consummation of the transactions contemplated hereby would violate any non-appealable final order, decree or judgment of any any court of competent jurisdiction or Governmental Authority having competent jurisdiction, including with respect to transactions contemplated by this Agreement being illegal or otherwise prohibited by Applicable Law.

(d) by the Buyer or the Seller if the shareholder vote required pursuant to the Companies Law for the approval of the resolutions at the GM pursuant to Section 6.01(l) (including any permitted adjournment or postponement thereof) is not obtained.

The party desiring to terminate this Agreement pursuant to the clauses above shall give notice of such termination to the other party.

Section 8.02. *Effect of Termination*. If this Agreement is terminated as permitted by Section 8.01, such termination shall be without liability of either party (or any shareholder, director, officer, employee, agent, consultant or representative of such party) to the other party to this Agreement; *provided* that if such termination shall result from the (i) willful failure of either party to fulfill a condition to the performance of the obligations of the other party, (ii) failure to perform a covenant of this Agreement or (iii) breach by either party hereto of any representation or warranty or agreement contained herein, such party shall be fully liable for any and all Damages incurred or suffered by the other party as a result of such failure or breach. The provisions of Sections 9.03, 9.05, and 9.06 and the Confidentiality Undertakings by the Buyer to the Seller and the Company, dated November 14, 2011(the "**Confidentiality Undertakings**") shall survive any termination hereof pursuant to Section 8.01.

ARTICLE 9

MISCELLANEOUS

Section 9.01. *Notices*. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail ("**e-mail**") transmission, so long as a confirmation of receipt of such e-mail is requested and received) and shall be given,

if to the Buyer, to:

c/o FIMI IV 2007 Ltd.
Electra Building 40th Floor
98 Yigal Alon St.
Tel - Aviv
Tel: 03-5652244
Fax: 03-5652245

With a copy to (which shall not constitute legal notice):

Sharon Amir, Adv. and Tal Eliasaf, Adv.
Naschitz, Brandes & Co.
5 Tuval St.
Tel Aviv 67897
Tel: 03-6235090
Fax: 03-6235106

if to Seller, to:

Ms. Yehudit Bronicki
5 Brosh Street
Yavne Israel

With a copy to (which shall not constitute legal notice):

Rona Bergman Naveh, Adv. and Eyal Diskin, Adv.
Gross, Kleinhendler, Hodak, Halevy, Greenberg & Co.,
1 Azrieli Center, Tel-Aviv 67021
Tel: 03-6074444
Fax: 03-6074422

or such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 9.02. *Amendments and Waivers*. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 9.03. *Expenses*. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 9.04. *Successors and Assigns*. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto; except that (a) the Buyer may transfer or assign its rights and obligations under this Agreement without the need for such consent (other than its obligations in connection with the Security Interest), in whole or from time to time in part, to the Fund, the Buyer's investors or the Fund's investors (only as part of a general distribution to the Fund's investors) or any affiliated fund managed by the Fund's management company, or to any entity controlled by, controlling, or under common control with, either the Fund or FIMI IV 2007 Ltd. and (b) the Seller may transfer or assign its rights and obligations under this Agreement without the need for such consent to Dita Bronicki or Lucien Bronicki or Yoram Bronicki or Yuval Bronicki or Michal Cath or to any entity controlled by any of them, provided that transfers to Yuval Bronicki or Michal Cath shall be permitted only to the extent that Dita Bronicki, Lucien Bronicki and Yoram Bronicki collectively own more than 50% of the voting rights of Bronicki or the transferee, as the case may be; and provided further that in each case, and without derogating from the foregoing, the permitted transferee has agreed in writing to assume and be bound by all of the Buyer's or the Seller's obligations, as applicable, hereunder as if it were an original party hereto.

Notwithstanding the foregoing, the parties may pledge their monetary rights (only) in this Agreement (excluding for the avoidance of doubt any rights to make claims as a party or a beneficiary hereunder) for the benefit of Bank Hapoalim, to the extent required by Bank Hapoalim under the Bank Loan or the Buyer Pledge Agreement.

Section 9.05. *Governing Law*. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Israel, without regard to the conflicts of law rules of such state.

Section 9.06. *Jurisdiction*. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement or the transactions contemplated hereby shall be exclusively brought in the competent courts of Tel Aviv.

Section 9.07. *Counterparts; Effectiveness; Third Party Beneficiaries*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto.

Section 9.08. *Entire Agreement*. This Agreement, the Confidentiality Undertakings and the Shareholders Rights Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement. The Confidentiality Undertakings shall terminate upon the consummation of the Closing.

Section 9.09. *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 9.10. *Specific Performance.* The parties hereto 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 shall 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 only in the courts of Tel Aviv, in addition to any other remedy to which they are entitled at law or in equity.

[Signature Page Follows]

[Signature Page to Share Purchase Agreement]

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.

s/s Ishay David / Beck Gillon
FIMI ENRG, Limited Partnership

By:
Name: Ishay David / Beck Gillon
Title: _____

s/s Yehudit Bronicki
Bronicki Investments Ltd.

By:
Name: Y. Bronicki
Title: Director

s/s Ishay David / Beck Gillon
FIMI ENRG, L.P.

By:
Name: Ishay David / Beck Gillon
Title: _____

AMENDMENT NO. 1 TO SHARE PURCHASE AGREEMENT

THIS Amendment (this "**Amendment**") is made and entered into as of May 22, 2012 by and between (i) Bronicki Investments Ltd. (the "**Seller**"), an Israeli company (Company no. 51-255064-1) organized under the laws of the State of Israel, having its registered office at 5 Brosh Street, Yavne, Israel and (ii) FIMI ENRG, Limited Partnership, a newly formed Israeli limited partnership (the "**Israeli Fund**") and FIMI ENRG, L.P., a newly formed Delaware limited partnership (the "**Foreign Fund**" collectively, the "**Buyer**"), controlled by FIMI Opportunity IV, L.P., a limited partnership formed under the laws of the State of Delaware and FIMI Israel Opportunity IV, Limited Partnership, a limited partnership formed under the laws of the State of Israel (collectively, the "**Fund**").

W I T N E S S E T H:

WHEREAS, the Seller and the Buyer have entered on March 16, 2012 into a Share Purchase Agreement (the "**SPA**");

WHEREAS, the parties wish to amend certain provisions of the SPA and any of its attachments and appendices;

NOW THEREFORE, the parties agree as follows:

1. To amend and replace any and all reference to "*share certificate no. 367*", in the SPA and its attachments and appendices, to "*share certificate no. 371*".

2. To amend Section 2.03(c) such that the words "any additional deposit pledged to Bank Hapoalim in the Seller's account (together, the "**Deposit**")" in the fourth line, shall be replaced with the following wording: "the specific additional deposit in the Seller's bank account (which is pledged to the Bank) and used solely for the payment of the upcoming interest payment pursuant to the Seller's irrevocable instructions (so long that there is no legal restriction, including any third party's Encumbrance to use such deposit) (together, the "**Deposit**")".

3. All other provisions of the SPA and attachments and appendices thereto shall remain unchanged.

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

s/s Beck Gillon
FIMI ENRG, Limited Partnership

By:
Name: Beck Gillon
Title: Director

s/s Beck Gillon
FIMI ENRG, L.P.

By:
Name: Beck Gillon
Title: Director

s/s Yehudit Bronicki
Bronicki Investments Ltd.

By:
Name: Y. Bronicki
Title: Director

Exhibit 8

FIMI ENRG. LIMITED PARTNERSHIP
Electra Tower, 98 Yigal Alon Street, Tel-Aviv, 67891, Israel
Te: +972.3.565.2244 Fax:+972.3.565.2245
E-mail: fimi@fimi.co.il

Sunday December 14 2014

To

Board of Directors,

Ormat Technologies (the "**Company**")

Following discussions conducted between the Company's representatives and Entropy Financial Research Services Ltd., FIMI ENRG Limited Partnership, which is a limited partnership registered in Israel, and FIMI ENRG, L.P., which is a limited partnership registered in Delaware (collectively "**FIMI**") hereby agree that if on May 31, 2017 (the "**Effective Date**"), FIMI would still hold shares of the Company and designate a representative to the Board Of Directors of the Company (the "**Director on behalf of FIMI"**), then, subject to the provisions of the law and his duties as a director, the Director on behalf of FIMI shall offer to the Board of Directors of the Company to recommend to the shareholders of the Company to cancel the Staggered Board mechanism. If indeed an offer to cancel the Staggered Board mechanism shall be brought to a meeting of the shareholders, FIMI shall vote all of its shares held by it at such time in favor of such offer.

For the avoidance of doubt, the aforementioned shall not obligate FIMI to continue to hold shares of the Company until the Effective Date or following the Effective Date or designate a representative to the Board of Directors of the Company at the Effective Date. In addition, FIMI does not guarantee that the Board of Directors will indeed recommend to the shareholders of the Company to cancel the Staggered Board mechanism or that if it will recommend as aforesaid, such recommendation will be accepted by the shareholders of the Company.

Sincerely

In the name of the general partner,

/s/ Gillon Beck
Gillon Beck

Exhibit 9

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT, dated as of February 12, 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**").

W I T N E S S E T H:

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, (1) 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 (2) 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 Article 2.

(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 (3) 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 (4) 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 (5) 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 (6) 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.

(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 (7) in response thereto, the Company shall have filed a Registration Statement, (8) such Registration Statement shall have been declared effective under the Securities Act and (9) 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 (1) 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 (2) 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, (d) 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, (e) 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 (f) 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 (3) the date on which all of the Registrable Securities registered therein shall have been sold, and (4) 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 (1) 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, (2) enter into any such underwriting agreement as shall be appropriate under the circumstances, (3) 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 (4) 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 xii) 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 xiii) 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 (1) 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, (2) the Company's internal expenses, including the expense of any annual audit, (3) the fees and expenses of any Person retained by the Company, and (4) 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 (1) 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 (2) 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: /s/ Isaac Angel
Name: Isaac Angel
Title: Chief Executive Officer

BRONICKI INVESTMENTS LTD.

By: /s/ Yehudit Bronicki
Name: Yehudit Bronicki
Title: Director

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

Exhibit 10

JOINT FILING AGREEMENT

February 17, 2015

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing of FIMI IV 2007 Ltd., FIMI ENRG, L.P., FIMI ENRG, Limited Partnership and Mr. Ishay Davidi on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to shares of common stock, par value $0.001 per share, of Ormat Technologies, Inc., and that this Agreement be included as an Exhibit to such joint filing. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

FIMI IV 2007 Ltd.

By: /s/ Ishay Davidi
Name: Ishay Davidi
Title: CEO

FIMI ENRG, Limited Partnership.
By: FIMI IV 2007 Ltd., managing general partner

By: /s/ Ishay Davidi
Name: Ishay Davidi
Title: CEO

FIMI ENRG, Limited Partnership
By: FIMI IV 2007 Ltd., managing general partner

By: /s/ Ishay Davidi
Name: Ishay Davidi
Title: CEO

Ishay Davidi

By: /s/ Ishay Davidi