

Bank of Jerusalem Ltd.
Branch _____

Date: _____

APPLICATION FOR FOREIGN CURRENCY LOAN

Customer's name: _____
Customer's address: _____
Guarantors' names: _____
Account No.: _____ Currency: _____

1. The Application

Pursuant to the Agreement for Opening an Account signed between us in connection with the account specified above, including the chapters relating to foreign currency and credit facilities, as such agreement has been or may be amended from time to time (hereinafter: the "**Agreement for Opening an Account**"), and subject to the terms thereof and to all other undertakings which we may have or will have towards you, we hereby apply and request that you grant us a loan in the sum of _____ in the currency _____ (_____) (hereinafter: the "**Loan**") in our above account.

This document constitutes an "Application to Receive Loan", as this term is defined in the Agreement for Opening an Account.

2. Term of the Loan

Loan Provision Date: _____
 On the date of actual provision of the Loan

Loan Repayment Date: According to the times of payment of the Loan principal and the interest specified hereinafter.

The Term of the Loan shall be from the date of provision of the Loan to the date of repayment of the Loan and the interest, all as defined above.

3. Interest

A. The outstanding balance of the Loan shall bear interest and compounded interest in respect of the period from the Loan Provision Date to the date of its actual repayment in full to the Bank, calculated according to the number of days actually elapsed

- divided by 365/366*, or
 divided by 360*

* If neither choice is marked, interest will be calculated according to the number of days actually elapsed **divided by 360**.

B. Interest Rate:

Fixed Interest

The rate of interest on the outstanding balance of the Loan shall be _____%
(_____ percent) per annum, adjusted interest _____%
(_____ percent) per annum.

Variable Interest

(1) The rate of interest on the outstanding balance of the Loan shall be a rate exceeding by _____% (_____ percent) per annum the LIBOR rate, as defined in the Agreement for Opening an Account.

(2) We have noted that a change in the LIBOR rate shall result in a change in the interest on the Loan, by the same percentage by which the LIBOR rate was changed, or, at the Bank's option, by the same proportion by which the LIBOR rate was changed compared to the LIBOR rate before such change.

(3) To avoid any doubt, it is hereby clarified that the "Period of Interest" (as defined in the Agreement for Opening an Account) for determining the LIBOR rate at the time of each and every payment to the Bank, is _____ months.

(4) We hereby acknowledge that the mechanism for changing the interest shall be as follows:

On the banking business day that precedes by two business days the date of commencement of the first Period of Interest, or, at the Bank's option, on the date of commencement of the first Period of Interest, and on the banking business day that precedes by two days the date of commencement of any other Period of Interest, or, at the Bank's option, on the date of commencement of the other Period of Interest, the Bank shall determine the LIBOR rate, and on the basis of its said determination, it shall calculate and set the interest rate that the customers will be required to pay on the outstanding balance of the Loan. The interest rate fixed as stated shall apply to the period from the commencement of the relevant Period of Interest to the expiration thereof.

Solely for the purpose of this subclause, the term "**bank business day**" shall denote – a day on which the banks in London carry out, among themselves, transactions in deposits in the same currency as the Loan, in the interbank euro market in London.

It is hereby agreed that any determination and calculation made by the Bank in accordance with the provisions of this clause, or for the purpose of defining the LIBOR rate, shall bind the customer.

(5) We hereby acknowledge that the interest rate on the Loan Provision Date stands at _____% per annum (adjusted interest _____% per annum).

4. Loan Principal Repayment Dates

Payment of principal in installments

We hereby undertake to repay the Loan principal in ____ (____) consecutive and equal monthly/quarterly/yearly installments*, each in the amount of _____ (____), beginning on _____ and ending on _____, and another final installment in the amount of _____ on _____.

* Kindly mark the applicable term and sign alongside.

Payment of principal and interest in accordance with the Spitzer table method

We hereby undertake to repay the Loan principal together with interest thereon in ____ (____) consecutive and equal monthly installments each in the amount of _____ (____), on the ____ of each month of the year according to the

Gregorian calendar, beginning on _____ and ending on _____. An amortization schedule setting out the exact amount of the principal and interest components of each installment shall be furnished to us by the Bank directly after the provision of the Loan. We hereby agree that the amount of each installment specified in the aforementioned amortization schedule, or, if amended, the amount specified in the amended amortization schedule, shall be binding.

Payment of principal in a lump sum

We hereby undertake to repay the Loan principal in one installment on _____.

Payment of principal and interest according to the attached appendix

5. Interest Repayment Dates

We hereby undertake to repay the interest, including any compound interest, as follows:

- At the payment times set for payment of the Loan principal.
- On the last day of each month according to the Gregorian calendar.
- On the last day of each of the months March, June, September and December of every year.
- Every three months, on the same day of the month as that on which the Loan was granted.
- On the ____ of each month according to the Gregorian calendar.
- In case of payment by the Spitzer table method, together with the principal as stated in clause 5 above.
- In a lump sum payment on _____
- Other: _____

6. Loan Repayment Method

A. On the date scheduled for any payment on account of the Loan – whether principal, interest, or any other debits or ancillary payments, then, for the purpose of repaying such amount (in this clause: the “**Payment Amount**”), we ask that you debit our above account in the currency in which the loan was taken (in this clause: the “**Relevant Currency**”).

B. Notwithstanding that stated, if, at the Bank’s discretion, said account does not contain sufficient funds - in the relevant Currency - to cover the Payment Amount, the Bank shall be entitled to debit our account in any other currency in an amount sufficient, at the Bank’s discretion, for the purchase of the Payment Amount in the Relevant Currency, at the sell rate for transfers and checks set by the Bank as of the conversion date, and we shall bear the costs of such conversion.

If the Payment Amount was repaid by us in any currency other than the Relevant Currency, the Bank may, at any time in its discretion, convert the amount repaid into the Relevant Currency according to the sell rate for transfers and checks set by the Bank as of the conversion date, and we shall bear the costs of such conversion.

Any debit balance created as a result of the conversion as stated, shall be added to the outstanding balance of the Loan or shall be debited to our current account, according to the Bank’s discretion.

C. Notwithstanding that stated, if, at the Bank’s discretion, said account does not contain a credit balance (whether in foreign currency or in Israeli currency) sufficient for covering the Payments Amount, in whole or in part, we request that you grant us further credit in Israeli currency in the amount necessary for the full repayment of that Payment Amount, by debiting our account. (hereinafter: “**further credit**”)

We hereby acknowledge and agree that if you consent to grant us further credit and debit our account as aforementioned, and consequently our account will be contain a debit balance, such further credit shall bear interest at the highest of the following rates: the interest rate in this application, or the accepted interest rate regarding debit on our account (and if the

further credit exceeds our previously-approved line-of-credit, the maximum interest under the conditions of that account). In any such case, the loan shall not be deemed repaid until the debit balance in the account resulting from the further credit is repaid.

We hereby acknowledge and agree that the Bank is entitled, but not obligated, to honor our request to grant further credit as aforementioned. Accordingly, in the event you do not consent to grant us further credit, for any reason whatsoever, or should you deem it legally or otherwise impossible or inappropriate, at your sole discretion, to grant us such further credit, whether before or after the performance of the debit as stated, you shall be entitled to open a special account in our name and debit said amount, and such special account shall bear interest-for-delayed-payments, as specified in the Agreement for Opening an Account.

Nothing herein shall be construed as obliging the Bank to act as aforementioned, nor shall it derogate from any other relief which may be available to the Bank, including right of immediate calling for repayment of the Loan in full.

7. Prohibition on Early Repayment

We shall not be entitled to pay the Loan principal or any part thereof before the above stated payment time(s), except if we receive your prior consent thereto in writing, and subject to a mandatory provision of the law and the competent authorities. You shall be entitled to stipulate your consent on conditions according to your exclusive discretion, including payment of commissions for early repayment.

8. Duties, Taxes and Fees

Without derogating from any of our undertakings herein, we undertake to pay you any amount demanded by you as payment in respect of any duty, tax and/or fee which you were or may be required to pay or which we were or may be required to pay in connection with the Loan, including any case of the immediate calling of the loan for any reason whatsoever.

9. Additional Debits

We hereby acknowledge and agree to the following debits, from time to time, in connection with the Loan all in accordance with the Bank's accepted practice:

- | | |
|--|---|
| <input type="checkbox"/> Collection fee in respect of periodical repayment | <input type="checkbox"/> Loan handling charge |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

10. Execution of the Loan

Should you decide to grant our application as detailed in this document, we hereby give you irrevocable instructions to deposit the Loan amount in the account specified below, or to credit us with the Loan amount in the account stated at the head of this application or in:

The crediting of our account with the Bank and/or the transfer of the Loan amount according to our instructions above, shall be confirmation of your agreement to grant us the Loan in accordance with the conditions of the Agreement for Opening an Account and in accordance with the conditions of this application.

11. Securities

All the current and future securities given to the Bank, together with all the securities that the Bank shall demand and/or securities, which we shall mutually agree upon, shall also serve to secure our undertakings in connection with the Loan, requested herewith.

12. Further Undertakings of the Customer:

In addition to the provision of all the documents and/or securities which we were required to furnish to the Bank under any agreement signed between the Bank and us, we are aware that the Loan requested in this application above shall be granted only after we have complied with the following cumulative undertakings and conditions, which shall serve as additional security for all the banking services provided to us, and/or subject to the fulfillment of the conditions enumerated below on a cumulative basis:

1. _____
2. _____
3. _____

We hereby acknowledge and agree that, should you grant us the Loan before we have complied with the conditions set out herein or any of our obligations to the Bank, the actual grant of the Loan shall not constitute the Bank's consent to the waiver of any of said conditions and/or obligations, and shall be conditional upon our compliance therewith.

Date: _____ Customers signature _____

Guarantors signatures _____

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- * Erase whichever is inapplicable and mark an X in the appropriate box
 - If details were filled in or a mark was made in one of the alternatives, the remaining alternatives shall be deemed to have been barred.

Branch	Treasury Stamp tax Cert. No. 60-B-YR	Branch No.

1. This document has been stamped for the sum of NIS _____		
2. The original document was stamped for the sum of NIS _____		