Rev. No.	Date	Description	Prepared	Checked	Approved		
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Company Representative : Ms. Shosh Yaacoby	Area Code: **GEN**
Reference :	Document-No. 468925 — Rev. **1**
Purchase Order No. :	
Contractor Representative :	
Document Originator : Gil Hagay	

Document Title

Exhibit E

Performance Guarantee for PRMS

To:
Israel Natural Gas Lines Ltd.
Atidim Tower (Building No. 8), 2184 St., Floor 33, Kiryat Atidim
Tel-Aviv, Israel

1. At the request of _____ (the "**Contractor**") the undersigned _____ (the "**Guarantor**"), having its official address at _____ does hereby establish this irrevocable, independent, autonomous and unconditional guarantee, in favour of Israel Natural Gas Lines Company Ltd. (the "**Company**") in the amount of NIS/Euro _____ [*insert 15% of the Agreement Price including VAT*] (the "**Guaranteed Amount**") as a guarantee of any amounts, up to the Guaranteed Amount, that the Company may demand from the Contractor in connection with the design, manufacture, supply and supervision and installation of PRMS according to the Contract signed between the Contractor and the Company (Doc._____, dated _____) (the "**Contract**") and the Purchase Order (Doc. No. _____, dated _____) (the "**Purchase Order**") issued by the Company.

2. This guarantee is effective as of the date hereof and shall remain valid and in full force and effect until _____ [*Insert 30 days after the end of the Defect Liability Period*].

3. At the Company's written request from time to time we will extend the validity of this performance guarantee until such time that a written confirmation signed by the Company is presented to us confirming that the Defect Liability Period (as this term is defined the Contract) plus an additional 30-day period has expired.

4. Upon presentment to us of the original signed Take Over Certificate for the PRMS issued by the Company in accordance with the Contract the Guaranteed

Amount under this Performance Guarantee shall be reduced to _____ (the "**Reduced Guaranteed Amount**").

5. Any amendments or changes to the Contract or its schedules, annexes, exhibits or any other attachments shall not affect the Guarantor's obligations hereunder.

6. Upon receipt of a written request from you, we shall, within seven (7) days of receiving such written request, sent by messenger, mail, or fax, pay you the full sum that you demand in such written request up to the Guaranteed Amount or Reduced Guaranteed Amount, as the case may be, without you having to prove your claim against the Contractor and without you having to claim such amount from the Contractor.

7. The Company may drawdown on this guarantee in instalments, provided that all payments made in such installments shall not exceed the Guaranteed Amount or Reduced Guaranteed Amount, as the case may be. Forfeiture of any part of this guarantee shall not impair the validity of the part which has not been forfeited.

8. This guarantee shall be governed by the Laws of the State of Israel and any proceedings for enforcement shall be brought solely before the competent courts of the Tel Aviv District, Israel.

9. The benefit of this guarantee may be assigned by the Company to the State of Israel whether in whole or in part.

In Witness Whereof, we have caused this guarantee to be executed by one or more of our officers thereunto duly authorized on this _____ day of _____, 20__.