

Discount Mortgage Bank Ltd.

16-18 Beth Hashoeva Lane, Tel Aviv, 65814 * P.O.B. 2844 Tel Aviv 61027
Tel. 03-7107333 Facsimile. 03-5661708

Special Irrevocable Power of Attorney

I/we the undersigned:-

(This document has been prepared in both Hebrew and English but in the event of any deviation or inconsistency between the Hebrew and English versions the Hebrew text will prevail).

All of us jointly and each of us severally, hereby appoint and authorize, Eti Langerman, Ronnie Kattab, Advocate Yigal Borohovski, Advocate Danit Apel, Advocate Nir abrahami, Advocate Yafit Sebag, Advocate Sarit Vidas, Advocate Keren Malamod, the Managing Director, Chief Credit Officer, Legal Advisor of Discount Mortgage Bank Ltd., EMI Mortgage Assistance Insurance Company Ltd., all of them jointly and each of them severally, to be my/our attorneys-in-fact and to act in my/our name and behalf in or and to do all or any part of the following acts, deeds and actions:

1. To purchase and receive in my/our name and/or behalf by any of the methods of purchasing and also/or receiving on lease (including by way of sub-lease) the _____ situated in _____ consisting of _____ and situated on the land known as Block _____ in Parcel _____ site _____ or any part thereof, or any other right or rights respecting the same (hereinafter: **“the Property”**).

The term “Property” by virtue of this Power of Attorney includes additionally any separate Parcel or separate site or specified or unspecified share (*musha*) in any separate Parcel or site and also/or any building or part thereof and also/or any apartment or part thereof and also/or any part of a Co-operative House (condominium) whether the site and also/or the building and also/or the apartment have already been built or are to be built in the future, on such conditions as my/our above attorneys-in-fact will deem fit, at their absolute discretion, all this subject to the mortgage/s and also/or the charges/s and also/or pledge and also/or debenture and also/or the right/rights of others or free of any mortgage, pledge, charge or right.

2. To enter into, in my/our name and behalf, agreements and contracts with any person, company, society and also/or any other legal entity in relation to the Property, and also/or in relation to the leasing thereof and also/or in relation to any right whatsoever therein.

3. To borrow monies in my/our name and behalf in connection with the Property from any person, company, society and also/or other legal entity; enter into, with such person, or persons any agreement or agreements in connection with the above loans, on such terms and conditions as my/our above attorneys-in-fact will deem fit, at their absolute discretion; to sign any negotiable certificates, undertakings, promissory notes, guarantees, deeds of mortgage, deeds of pledge, notice of pledge, debentures, deeds of security to secure the discharge of the payments prescribed in the loans, to undertake to pay to each of the lenders the loan amounts that have and also/or will have been advanced by them under the responsibility, and also/or under the mutual guarantee of any person, company, society and also/or other legal entity; to sign statements and also/or agreements with lenders and agree, inter alia, that the rights of those lenders, or of any of them will have priority over my/our rights in the Property.
4. To receive all and any monies in my/our name and behalf and for me/us, from any person, company, society, and also/or other legal entity and also/or from the various mortgages and from other lenders and apply such monies towards obtaining all the certifications, certificates and documents, and discharge all the liabilities, payments, taxes, fees, city taxes and all other remaining expenses of their various kinds related to the acts and deeds that will be effected under the present Power of Attorney, and also/or which apply to the Property and also/or which are required for all and any other purposes of their various kinds related to the Property; and demand and/or request and/or receive in our name and on our behalf, payment of any guarantee and/or any deed of guarantee of any kind or type whatsoever, including guarantees under the Sale (Apartments) (Assurance of Investment of Persons Acquiring Apartments) Law, 5735-1974.
5. To pledge in my/our name and behalf the Property/right of head lease and also/or the right of sublease and also/or any other leasehold right and also/or the right of any kind whatsoever that I/we will have in the Property, for such amount and/or amounts by mortgage and/or mortgages, and/or pledge, and/or by debenture, with whatever degree of priority, which will serve as the sole, basic, primary, parallel and also/or additional security to any other mortgages attaching or which will attach to the Property, and also/or over any right whatsoever therein, whether such mortgage/s will be registered under the liability of, and/or by mutual guarantee jointly with, any person, society, and also/or other legal entity or will be registered without liability and/or such mutual guarantee, in favour of the Discount Mortgage Bank Ltd., and also/or in favour of any person, company, society and also/or other legal entity, on such terms and conditions as my/our attorneys-in-fact will deem fit, at their absolute discretion, to amend mortgages and redeem the same on such conditions as they will deem fit, at their absolute discretion.

In addition, to waive in my/our name and behalf any defence according to section 33 (a) of the Tenants Protection (Consolidated Version) Law, 5732 – 1972 – and/or under sections 38 and 39 of the Execution Law, 5727 – 1967, (as amended from time to time) or according to any other statute that will be enacted in the future and/or which will be in substitution therefor. We are aware that such waiver could lead to our being compelled to vacate the Property, and that this may extend to us and to any person who resides or will reside with us in the Property, and surrender the possession thereof, to others.

6. To agree to the registration of any consolidation and any separation (including – separation according to the Co-operative Houses Law), and any parcellation or

exchange; and also to agree to any modification and amendment in the consolidation and also/or in the separation and also/or in the parcellation, whether currently existing or to be registered in the future; to amend, consolidate, divide, cancel any right whatsoever in wholly and also/or partially, subject to the mortgage/s, charge/s and also/or right/rights of any other or others, or of any of the foregoing.

7. To appear in my/our name and in my/our behalf before any Inspector according to the Land Law, Land Registrar and any of the officers of the Land Registry, Land Settlement Officer, Registrar of Pledges, Registrar of Companies, Survey Department, District Commissioner, Town Building Commissions, public notary or any other notary, the Execution Office, the Office of the Controller of Foreign Currency and any governmental, municipal, public and other offices, including the tax authorities and sign in my/our name and behalf, certificates, applications, statements, undertakings, contracts, agreements, claims, waivers, plans, maps, deeds of sale, deeds of lease, deeds of transfer of lease, deeds of cancellation, cancellation of lease and registration of new deeds of lease, deeds of amendment of lease (including correction of the area), deeds of mortgage, deeds of pledge, debentures, deeds of amendment to mortgages (including deeds increasing the mortgage), deeds of transfer of mortgage, deeds of transfer of pledge, deeds of redemption of mortgage, applications to cancel the registration of a mortgage, notices of the cancellation of a pledge, deeds of charge, applications to register cautions, notices of pledge, notices amending the notice of pledge, applications to register cautions of any kind whatsoever, and generally any application, certificate, document or deed required to effectuate the acts and deeds enumerated in this Power of Attorney, including the receipt of information from the tax authorities.
8. To appear in our name before any governmental and/or municipal and/or other body to sign in our name any document and/or undertaking and/or declaration and/or application of any kind or type whatsoever, including appearing in our name before the Property Tax and/or Land Appreciation Tax authorities and sign in the presence of these bodies, in our name, any document and/or undertaking and/or declaration and/or application, including, but without derogating from the generality of the foregoing, in regard to any exemption and/or concession from payment of Land Appreciation and/or Property Taxes, in respect of the Property.

To appear, act and represent me/us in any of the courts of the State of Israel or before any legal or administrative tribunal, including civilian, criminal and municipal courts, rent tribunals, rent commissioners and before any court or other competent tribunal; including filing claims, appeals and applications of any kind whatsoever and defending them.

9. To do any act and deed and sign in my/our name and behalf all deeds, contracts, agreements, undertakings, guarantees of their various kinds, promissory notes, deeds of exchange, statements, accounts, certifications, minutes, receipts, waivers, transactions, transfers, including signing any certificate and document required to implement the acts and operations enumerated in the present Power of Attorney, at the absolute discretion of my/our attorneys-in-fact; and generally to do all the things and acts which I/we ought to or could have done had I/we acted or been personally present.
10. From time to time to transfer this Power of Attorney, in whole or in part, to another or others, to cancel any transfer effected as above, and retransfer the same, to appoint any lawyer or lawyers or other authorised persons, and dismiss them at any time, and appoint another or others in their stead, as my/our attorneys-in-fact above will deem fit.

11. Anything that will be done by my/our above attorneys or anything that they will cause to be done in relation to this Power of Attorney will be binding upon me/us and my/our successors and/or assigns, and I/we agree in advance to all and any act/acts of my/our attorneys-in-fact that will be effected by virtue of the present Power of Attorney, and release them or any of them from any liability towards me/us in connection with the acts of my attorneys-in-fact or any of them.

12. The present Power of Attorney is absolute and irrevocable, and I/we are not entitled to revoke the same and/or vary the same in any manner whatsoever, since the rights of the Discount Mortgage Bank Ltd., are related and connected to the present Power of Attorney.

And I/we hereby declare that I/we hereby waive completely and absolutely my/our right to do personally or by means of any other person apart from our attorneys-in-fact mentioned above, all the acts and deeds or any of them mentioned in the present Power of Attorney. In the event of my/our wishing to personally or by any other person – apart from my/our attorneys-in-fact above, do all or any of the acts and deeds mentioned above, I/our attorneys-in-fact will be entitled to prevent me/us or my/our successors or assigns from doing this and eliminate me/us or my/our successors, from any such acts.

In witness whereof I/we have set our hands this _____ day of _____ 20 _____

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